

**STATE OF LOUISIANA
PARISH OF OUACHITA**

WORKING AGREEMENT

BETWEEN

CITY OF MONROE, LOUISIANA

AND

**MONROE FIRE FIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL UNION No. 629, AFL-CIO**

INTRODUCTION

On the dates set forth hereinbelow, the City of Monroe (hereinafter referred to as the "City"), and Monroe Fire Fighters Association, Local Union Number 629 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the "Union"), have executed the following contract:

I. PURPOSE

This agreement is entered into by and between the City and the Union for the purpose of promoting the general efficiency of the fire protection service, to the end that this agreement may achieve and maintain harmonious relations between the City and the Union and to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standard of wages, hours and other conditions of employment. The Union recognizes that it has an obligation and responsibility to promote the safety of the citizens of Monroe and their property at all times.

II. RECOGNITION-BARGAINING

The City recognizes the Union as the sole and exclusive collective bargaining agent for all full-time firefighters, drivers, fire communications officers, assistant mechanics, fire inspectors, captains, fire investigator, training officers, fire department mechanics, secretary-to-chief, budget and accounting administrator and records clerks for purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment. Excluded from the terms of this agreement are the fire chief, administrative assistant to the fire chief, deputy chief, chief of fire prevention, assistant chief of fire prevention, chief fire investigator, chief of training, chief of fire communications officer, and district chiefs. Notwithstanding this general exclusion, all classified fire service employees shall be covered by Article XIII and Appendix A to this Agreement.

III. EXISTING LAWS EFFECTIVE

It is recognized that employment in the Monroe Fire Department is regulated by the Fire and Police Civil Service Law of the State of Louisiana. It is further recognized that there is considerable legislation enacted by the United States Congress, Louisiana State Legislature and ordinances enacted by the City of Monroe, which affects working conditions and terms of employment of employees of the Monroe Fire Department. It is understood and agreed that all such laws are fully effective and shall be complied with except as same may be herein specifically modified.

IV. DUES AND ASSESSMENTS

The City shall deduct each pay period regular Union dues from the paycheck of each Union member so long as the employee has voluntarily executed a written specific authorization for such deduction. Said authorization shall be revocable at any time at the will of the employee, only by delivery of a letter of revocation to both the Chief of the Fire Department and to the Secretary-Treasurer of the Union. The amount of the dues deduction and a list of employees who have signed the written authorizations referred to above, and a copy of all such authorizations referred to above, and a copy of all such authorizations will be furnished to the Director of Administration of the City and shall be kept up to date by the Union.

V. UNION BUSINESS

Union officials shall be granted reasonable time with full pay to perform their Union duties. At least two Union officials will be granted time off with full pay to attend the International Association of Fire Fighters Convention; at least five Union officials, but not more than two delegates from any one shift, will be granted time off with full pay to attend the Professional Fire Fighters Association Convention; and at least two Union officials will be granted time off with full pay to attend the Louisiana AFL-CIO Convention. Time off with pay may be granted to Union members to attend special meetings as approved by the Chief. The president and secretary-treasurer of the Union shall be allowed time off with pay to attend all regularly scheduled monthly Union meetings, provided they attend all regularly scheduled monthly Union meetings which are scheduled during their non-working times. The City will provide access to and the use of its City Council Chambers or other suitable accommodations as mutually agreed to.

VI. MANAGEMENT RIGHTS

All managerial rights are reserved to the City except as herein expressly limited. Subject only to the other provisions of this agreement, the City reserves the right to hire, promote, classify, transfer, assign, or retain employees in positions within the Department in accord with applicable law; to establish work rules, rules of conduct and regulations for employees covered by this agreement; to take any appropriate disciplinary action against employees; to schedule work shifts and hours of work in a manner which does not conflict with other provisions of this agreement; to lay off employees; to require physical and mental examinations of employees which the City will pay for, including physical examinations required for promotion and for any other purposes; to determine the size and composition of the work forces to determine the best methods and technology by which operation of the Fire Department will be conducted and to introduce new equipment and technology.

VII. BULLETIN BOARDS

The City agrees to furnish and maintain suitable bulletin boards in convenient places in each station and work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The City will also provide the Union with access to its electronic mail system for publication of Union notices to represented employees.

VIII. STRIKES AND LOCKOUTS

Section 1. The Union shall not cause, engage in, or encourage, nor shall any employee cause, engage in, or encourage, any strikes, sympathy strikes, refusal to cross picket lines, work slowdowns, work stoppages, work interruptions, delays or work sitdowns, refusals to work overtime, nor any mass false illnesses. The Union understands and agrees that violation by an employee of this Article shall be willful failure to perform the duties of the employee's position in a satisfactory manner. The City Shall have the right to require a medical examination by a physician of its choice of any employee or employees suspected of having false illnesses. Failure of the employee to submit to said medical examination shall be grounds for discipline. Any employee who violates this Article shall be subject to discipline by the City. Any employee disciplined shall have reserved to him all rights of appeal through normal channels.

Section 2. Upon receipt of written notice by the City that employees covered by this agreement are engaging in the conduct prohibited by Section 1 above, the Union will post notices on the bulletin boards customarily used by the Union, which notices shall bear the signature of a duly authorized representative of the Union and shall state that a violation of the no strike clause is in progress, that such conduct is willful failure to perform the duties of the employee's position in a satisfactory manner, and that all employees are instructed to return to work immediately.

IX. SHIFT EXCHANGE

Employees covered by this agreement shall have the right to exchange shifts with an employee of the same rank with the approval of the Chief of his designated representative in accordance with Fire Department rules and regulations, said privileges being granted after three (3) months of active service.

X. LEAVES AND VACATION ALLOWANCES

Section 1. Vacations shall be allotted each employee as follows:

Length of Service	Number of Shifts
First through fourth anniversary date of continuous service	9 shifts
Fifth through ninth anniversary date of continuous service	11 shifts
Tenth through fourteenth anniversary date of continuous service	14 shifts
Fifteen years and above of continuous service	16 shifts

Section 2: Dispatchers and all other employees shall be allotted vacations as follows:

Length of Service	Number of Shifts
First through fourth anniversary date of continuous service	18 shifts
Fifth through ninth anniversary date of continuous service	22 shifts
Tenth through fourteenth anniversary date of continuous service	27 shifts
Fifteen years and above of continuous service	33 shifts

Section 3: Unused vacation days for any employee may accumulate for a maximum of 40 shifts (960 hrs.) and be treated the same as prescribed in the City of Monroe Employee Handbook. In all cases, a "shift" for vacation purposes shall be a day worked or scheduled to be worked.

The maximum accumulation may be prospectively reduced to 480 hours, but only if all other collective bargaining agents for other represented City employees agree to this condition of employment. If there is a reduction in the "cap," no employee shall forfeit any accumulated vacation accrued before the reduction.

The Chief of the Fire Department may authorize extended leaves of absence for from thirty (30) days to ninety (90) days without pay.

XI. FUNERAL LEAVE

In the event of a death in the immediate family of an employee, such employee shall be allowed forty-eight (48) working hours off for the death. The Chief of the Fire Department may authorize further leave if necessary. Immediate family shall be defined as the spouse and children of the employees, the mother, father, brother, sister, grandparents, and grandchildren of the employee and those of the employee's spouse; and the employee's brother's wife and the employee's sister's husband. In the event of a death in the extended family of an employee, as defined in Civil Service Board regulations, such employee shall be allowed twenty-four (24) hours off for the death.

XII. CIVIL LEAVE

Employees shall be granted time off without loss of pay when engaged in the following:

1. When subpoenaed to appear before a Court, public board or commission to testify on a matter pertaining to activities of the Monroe Fire Department. Subpoenas must be presented to the Chief promptly after being served. Employees subpoenaed on personal matters or matters not pertaining to the City of Monroe shall not be covered by this section.
2. An employee domiciled and residing in Ouachita Parish whose work shift prevents him from voting in an election of any kind shall be given a reasonable period of time to vote. The Deputy Chief on duty shall establish the schedule for letting employees vote. Employees must provide their own transportation in getting to and from the polls.
3. Attending official board meetings as a member of the Monroe Municipal Fire and Police Civil Service Board and the State of Louisiana Fire Fighters Retirement System or the Professional Firefighters Association Executive Board, if on duty.
4. When the employee attends official Union-Employer negotiating sessions, if done during the employee's workshift provided there is no more than four (4) such persons on duty at such time.
5. When a Union representative appears on behalf of an employee under the grievance procedure in Article XXIII herein.

XIII. HOLIDAY PAY

Section 1. Holiday pay shall be compensated for actual hours worked in accordance with La. R.S. 33:1999. The City may compensate actual hours worked on a compensatory time overtime basis as provided by Section 1999. Additionally, all Firefighters shall be paid in addition to his regular salary, including State Supplemental Pay, a sum equal to eighty-two (82) hours of pay computed at one time his hourly rate of pay, to be paid on or before November 1st of each year during the term of this Agreement. Pay of Firefighters who have served in temporary promotional positions during the year will be computed to provide that the employee receives prorated holiday compensation for time served in a higher class. Any Firefighter who does not work the entire calendar year, exclusive of paid vacation time, on sick leave, military leave, or Union business shall have such holiday pay reduced proportionately to the time not worked.

Section 2. Fire Communication Officers and other employees who work at or near 40 hours a week shall receive an annual payment as described in Section 1, but calculated as sixty (60) hours of pay computed at one time his hourly rate of pay. Overtime for actual hours worked on

a holiday shall be compensated as overtime in accordance with La. R.S. 33:1999. Pay of Fire Communication Officers who have served in temporary promotional positions during the year will be computed to provide that the employee receives pro-rated holiday compensation for the time served in a higher class. Any Fire Communication Officer who does not work the entire calendar year, exclusive of paid vacation time, on sick leave, military leave or union business, shall have such holiday pay reduced proportionately to the time not worked.

Section 3. Recognized holidays will be an employee's birthday, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, Martin Luther King Day and any two (2) additional City declared holidays whether worked or not.

Section 4. In the event any Firefighter who is eligible for promotion declines three (3) or more "Step-ups" in any year as utilized herein for determining the holiday pay provided herein, his annual payment shall be reduced to sixty (60) hours of pay.

Section 5. District Chiefs and Deputy Chiefs shall be entitled to holiday pay as provided in Section 1.

XIV. MANNING OF COMPANIES

The number of employees assigned to man each company shall be entirely within the discretion of the Chief who will make every effort to assure that each company is adequately and properly manned in accordance with all state statutes to provide sufficient safety to the public and individual firemen. In the event there is an insufficient number of employees to maintain adequate manpower, the deputy chief on duty shall be authorized to call off-duty employees of the lower rank where the vacancy occurs to maintain minimum manpower. However, in any case of a manpower shortage, the deputy chief shall be authorized to utilize a "Step-up" of an employee in a rank eligible for promotion for the first three (3) vacancies. Thereafter, an employee of the same rank shall be called-out to fill the fourth or more vacancy.

XV. UNIFORMS AND EQUIPMENT

Section 1. All new employees and those employees who have not been previously issued the following shall be furnished:

1. Two (2) badges
2. One (1) turn-out coat
3. One (1) pair of turn-out pants and boots
4. One (1) fire helmet with face shield
5. One (1) pair of suspenders, and

6. One (1) pair of fire approved safety-type gloves,

The proper maintenance and keep of the above items shall be the employee's personal responsibility.

Section 2.

1. Each employee covered by this agreement shall receive a shoe allowance of \$125.00 per year.
2. All employees covered by this agreement other than administrative personnel, including fire prevention personnel, training personnel, investigation personnel and shop employees shall receive a clothing allowance of \$300.00 per year.
3. Administrative personnel including fire prevention personnel, training personnel, investigation personnel and shop employees shall receive a clothing allowance of \$350.00 per year.
4. All clothing will be purchased from a supplier and according to specifications specified by Employer.
5. These allowances shall be made available to these employees in June of each year via an IRS modeled "accountability plan" utilizing vouchers.

XVI. SHIFTS AND OVERTIME PAY

For the term of this agreement, there shall be the following schedule of work shifts:

Section 1. There shall be three (3) work shifts of twenty-four (24) hours each, commencing at 8:00 a.m. and ending at 8:00 a.m. the following morning. The firefighter work schedule shall require twenty-four (24) hours on duty on one of the three (3) work shifts. The work schedule shall be rotated by the three (3) shifts.

All firefighters shall be on a twenty-one (21) day work cycle beginning on the first Saturday after the effective date of this agreement at 8:00 a.m. Except as provided herein, each twenty-one (21) day cycle shall stand alone for the purposes of determining hours worked and/or overtime pay earned.

All work performed in excess of one hundred fifty-nine (159) hours per twenty-one (21) day work cycle shall be paid as overtime at the rate of one and one-half (1½) times the employee's hourly rate. No employee shall be required to work more than two (2) consecutive sixty (60) hour weeks in a work cycle unless he is paid overtime at the rate indicated in this paragraph for the hours worked in excess of forty-eight (48) in the third week.

Once an employee has been credited or paid overtime for the hours in excess of forty-eight (48) in said week those excess hours shall not be included or used again in determining hours worked.

Additionally, if a firefighter is required to work more than two (2) consecutive sixty (60) weeks across the work cycle because of a shift change, he shall be paid an additional amount at the rate of one-half (1/2) his normal hourly rate, for each hour worked in excess of forty-eight (48) hours during the week immediately following his shift change provided, however, that this provision shall apply only to situations in which the week immediately following such shift change occurs during the first week of a new twenty-one (21) day work cycle. This provision shall not apply to situations where a shift change is accompanied by a temporary or permanent increase in a firefighter's normal hourly rate of pay, and only applies to the first week after the shift change.

Section 2. Mechanics, fire prevention personnel, fire communications officers, and all other personnel shall receive overtime pay at a rate of one and one-half (1½) times their hourly rate or equal compensatory time for all work performed in excess of forty (40) hours in one calendar week.

The schedule of shifts for Fire Communication Officers shall be a shift of four (4) days on and four (4) days off. Each shift may consist of either ten (10) hour days or twelve (12) hour days.

XVII. SHOWUP PAY AND NO-SHOW PENALTY

Any employee reporting to work on his regular work shift whom the Department has not attempted to notify that he will not be required to work shall receive showup pay for four (4) hours at his regular hourly rate of pay, if the Chief determines that said showup pay is justified under all of the circumstances. Employees who fail to report to work or are late for work shall be penalized as provided in the rules and regulations of the Fire Department. Special Event Pay shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate, and those employees who volunteer for Special Events and fail to report shall be subject to the penalty provision as stated above

XVIII. CALLBACK PAY

Any employee who is called back to work or required to stay after 08:00 shall be paid a minimum of four (4) hours at the rate of one and one-half (1 ½) times his or her regular hourly rate of pay.

XIX. SEVERANCE PAY

After a minimum service of one (1) year, severance pay in the amount of two (2) days for each year's service, not to exceed thirty (30) days and not less than fifteen (15) days shall be paid to an employee who is involuntarily laid off or terminated for reasons other than disciplinary reasons, and if such lay-off continues beyond a period of one hundred twenty (120) days. This provision shall not prevent any employee who has been wrongfully discharged from seeking reinstatement and back pay for the period of the discharge.

XX. WORKING OUT OF CLASSIFICATION

Employees who are required to work out of their classifications shall do so in accordance with Civil Service regulations.

XXI. MILITARY LEAVE

All employees covered by this agreement who are members of the officers or enlisted reserve corps of the Army, Navy, Marines, Air Force and Coast Guard of the United States, or the National Guard of the United States are entitled to leave of absence from their respective duties, without loss of pay, time, annual leave, or efficiency rating, on all days during which they are ordered to duty with troops or at field exercises, or for instruction, for periods not to exceed fifteen (15) days in any one calendar year; and when relieved from duty, they are to be restored to the positions held by them when ordered to duty.

XXII. SALARY

Employees covered by this agreement shall be paid during the term of the agreement in accord with the salary schedule attached hereto as Appendix A.

XXIII. GRIEVANCE PROCEDURE

In addition to all rights reserved to employees covered by this agreement under the Fire and Police Civil Service laws of the State of Louisiana if any employee covered by this agreement feels that he has been treated unfairly, he shall use the grievance procedure outlined hereinafter with the assurance that no coercion, discrimination, or reprisal against him will follow because of such action. It shall be the responsibility of the Union to screen employee grievances of petty, harassing, or non-meritorious grievances prior to presentation to the employee's immediate supervisor.

Step I: The aggrieved employee and his Union representative shall, within five (5) working days of the date the grievance occurred, present the facts of the date the grievance occurred, present the facts to the employee's immediate supervisor. The immediate supervisor will submit his answer to the Union representative and the aggrieved employee within five (5) working days.

Step II: Should the Union decide that the reply of the immediate supervisor is unsatisfactory, the Union Grievance Committee shall within five (5) working days, submit the grievance in writing to the Chief. The Chief shall, within five (5) working days, reply to the Union in writing, giving his decision.

Step III: Should the Union decide that the reply of the Chief is unsatisfactory, the Union shall, within five (5) working days, submit the facts of the grievance in writing to the employer. The parties shall arrange for a meeting between the Union representatives and the employer for further discussion of the issue.

Step IV: Any grievance not resolved through the preceding Steps, including any dispute over the interpretation or application of this Agreement and its appendix, may be submitted to final and binding arbitration. Notice of intent to arbitrate shall be served on the City no later than thirty (30) working days after completion of Step III. The parties shall utilize the Arbitration Services of the Federal Mediation and Conciliation Service (FMCS), including the provision of a nine (9) member "panel" of arbitrators for mutual selection (by "striking") by the parties. The selected arbitrator shall be authorized to construe this Agreement and render a final and binding decision and award. The costs of arbitration shall be equally borne by the parties.

XXIV. LEGAL ASSISTANCE

In the event that legal action is instituted against any employee covered by this agreement for redress or damages resulting from or allegedly resulting from acts of omission of such employee while acting in the scope of his employment with the City, the City shall provide legal counsel for the defense of such civil legal action at no cost to the employee. Legal counsel shall either be or be chosen by the City Attorney of the City of Monroe.

XXV. SICK LEAVE

Every employee covered by this agreement shall be entitled to full pay during sickness or incapacity not brought about by his own negligence or culpable indiscretion for a period of not less than fifty-two (52) weeks. Such employee who draws full pay during sickness or incapacity shall have such pay decreased by the amount of worker's compensation benefits actually received by the employee and paid by the City or its worker's compensation insurer.

XXVI. COLLEGE INCENTIVE PAY AND LENGTH OF SERVICE PAY

Section 1. A system of college incentive pay shall be in effect for all employees of the Fire Department. This incentive pay shall be paid as follows:

Number of Semester Hours	Incentive Pay
Firemen who have fifteen (15) through thirty (30) semester hours in Fire Science	\$50.00 per month above base pay
Firemen who have thirty-one (31) through forty-five (45) semester hours in Fire Science,	\$75.00 per month above base pay
Firemen who have forty-six (46) through sixty (60) semester hours in Fire Science, but no degree	\$100.00 per month above base pay
Firemen who have more than sixty (60) semester hours in Fire Science, but no degree	\$125.00 per month above base pay
Firemen who hold an associate degree in Fire Science	\$150.00 per month above base pay

Personnel who receive twelve (12) hours of specialized training by LSU or the National Fire Academy that is authorized through the fire department shall be given credit for one (1) college hour toward their college incentive pay. To receive this credit, proper documentation must be submitted with training hours and approved. This does not include continuing education training hours.

Personnel who receive approved certifications shall receive (X) amount of college hours in accordance to the following chart.

Certification	Credit Hours
FF I	3hrs
FF II	3hrs
HazMat Awareness & Ops	3hrs
Hazmat Technician & Hazmat ICS	3hrs
Fire Apparatus Operator	3hrs
Fire Apparatus Driver	3hrs
Aerial Operations	3hrs
Fire Officer I	3hrs
Fire Officer II	3hrs
Fire Officer III	3hrs
Fire Inspector I	3hrs
Fire Inspector II	3hrs
Fire Service Instructor I	3hrs
Fire Service Instructor II	3hrs
Telecommunicator I & II	3hrs
Fire Investigator	3hrs

Proper documentation that will be considered is as follows: Degree from a regionally accredited University/College, Transcript from a regionally accredited University/College, training certificate with documented hours, and approved Certification.

A degree in fire science from a nationally accredited university obtained prior to the date of the approval of this contract by the City Council will be accepted. Classified personnel who are enrolled at a nationally accredited university at the time of approval of this contract or have obtained credit hours from a nationally accredited university at the time of approval of this contract will receive credit hours and/or incentive pay as outlined in this article.

To encourage personnel to pursue a degree in fire science, the maximum allowed of certification and training credit hours shall not exceed forty-five (45) hours.

Duplicate hours are not permissible regarding certification credit hours and college credit hours. (Example: Three hours of Firefighter I certification may be credited as certification but not as both certification and college credit hours).

In the event a University/College converts training hours into college credit hours at a different rate than listed above, the conversion of training hours as outlined above shall apply.

XXVII. PROFESSIONAL LONGEVITY PAY

Beginning January 1, 1981, for the purpose of computing the two percent (2%) increase in salary required by State law, Base Pay, Longevity, Supplemental Pay and Incentive Pay will be used. All employees entitled to such pay or who become entitled to such pay during the calendar year will receive such pay on January 1 of that year, regardless of his actual anniversary date provided, however, that the City agrees to begin paying such professional longevity pay after such employee completes twelve (12) months of service.

This contract is subject to a 30-day reopener in December of each year for the purpose of discussing and attempting to reach agreement with respect to the extension of longevity raises beyond the 23rd year of service for any affected employee.

XXVIII. EMERGENCY MEDICAL TRAINING

Eligible employees shall be entitled to receive the following:

Section 1. Each employee covered by this agreement who successfully completes the First Responder Course shall be entitled to the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per month as additional incentive pay provided, however, that for such entitlement to continue, such employee must successfully complete the refresher course as required to maintain certification.

Section 2. Each employee covered by this agreement who successfully completes the Emergency Medical Technician Basic Training Program shall be entitled to the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00) per month as additional incentive pay provided, however, that for such entitlement to continue, such employee must successfully complete the refresher course as required to maintain certification.

Section 3. Each employee covered by this agreement who successfully completes the Emergency Medical Technician Advanced Training Program shall be entitled to the sum of HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per month as additional incentive pay provided, however, that for such entitlement to continue, such employee must successfully complete the refresher course as required to maintain certification.

Section 4. Each employee covered by this agreement who successfully completes the Emergency Medical Technician Paramedic Training Program shall be entitled to the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per month as additional incentive pay provided, however, that for such entitlement to continue, such employee must successfully complete the refresher course as required to maintain certification.

Section 5. No employee shall be eligible to receive more than one (1) class of emergency medical training pay, including first responder pay, at the same time.

XXIX. RETIREMENT CONTRIBUTION

The City shall pay all of the employee's monthly portion and/or contribution to the pension and/or retirement system for each employee covered by this Agreement, as long as such procedure is maintained for any other City employee. In the event that the City should decrease, Citywide, the percentage of the employee's portion and/or contribution which is paid by the City, then in that event, the City shall pay on behalf of the employees covered by this Agreement, a percentage of the employee's portion and/or contribution that is not lower than the percentage paid for any other City employee.

XXX. GENERAL PROVISIONS

Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, color, sex, age, national origin, handicapping conditions, veteran status, marital status, or political affiliations. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or any other.

XXXI. SEVERABILITY

In the event any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.

XXXII. EFFECTIVE DATE AND DURATION

All Articles and Sections of this agreement shall commence on the _____, day of _____ 2018 and expire on the 31st, day of December, 2020, and shall automatically be renewed for one (1) year terms in the absence of notice by a party to the agreement that it desires to modify or terminate the agreement. No party to this agreement shall modify or terminate this agreement unless the party desiring such modification or termination serves a written notice upon the other party to the agreement of the proposed modification or termination sixty (60) days prior to the expiration date of the agreement. During the term of this agreement, except as provided above, no part of the agreement may be reopened for negotiation except on the agreement of both the City and the Union. The agreement shall continue in full force and effect pending the outcome of negotiations.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, on the dates and indicated below in duplicate original.

CITY OF MONROE:

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL NO. 629, AFL-CIO:**

Signature – James E. Mayo, Mayor

Signature – Perry Jeselink, President

Print Name and Title

Print Name and Title

Date: _____

Date: _____

APPENDIX A

Classification	Old Monthly Salary	New Monthly Salary (contingent upon available funds per attached Memorandum of Understanding)
Firefighter I	\$2000.00	\$2100.00
Fire Driver	\$2250.00	\$2362.50
Fire Captain	\$2500.00	\$2625.00
District Fire Chief	\$2800.00	\$2940.00
Deputy Fire Chief	\$3000.00	\$3150.00
Fire Department Mechanic	\$3000.00	\$3150.00
Assistant Auto Mechanic	\$2800.00	\$2940.00

1. Fire drivers will be paid twelve and one-half percent more than Firefighter I.
2. The "New Monthly Salary" includes pay from the Fire and Police Salary Sales Tax Proposition passed on September 18, 2004. This increase shall be governed by the Plan for Utilization of Sales and Use Tax for Fire and Police Personnel and any applicable laws, and is subject to the collection of sufficient sales tax revenue to pay the "New Monthly Salary."
3. All full time classified employees shall receive supplemental pay (hereafter called "25th Check") with funds generated from the Fire and Police Salary Tax Proposition passed on Sept. 18, 2004. The monetary allotments shall be divided equally among all employees subject to this agreement. The allotments of the 25th Check shall be issued in the employees' regular payroll check on or before November 15th yearly. If the monetary allotment is increased for one employee, all employees shall receive that increased amount. This payment shall be subject to available funds and in accordance with the call for the Fire and Police Salary Sales Tax.
4. Any employee or former employee with less than one year of continuous employment shall receive a prorated 25th Check. The amount of the check shall reflect the time of employment between the date of hire and the issuance of the last 25th Check. The parties to this agreement must agree that funds are available from the Sales Tax collections prior to the issuance of any supplemental checks.
5. The overtime schedule and compensation for District Chiefs and Deputy Chiefs in effect upon execution of this Agreement shall remain in effect for the term of this Agreement.
6. Any personnel hired since 2013 with accelerated base pay shall receive pay increase based on that of equal rank and file in which they are assigned by the fire chief.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF MONROE
AND
MONROE FIRE FIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL UNION NO. 629, AFL-CIO**

This agreement is entered into on the dates set forth herein by and between:

CITY OF MONROE, a political subdivision of the State of Louisiana, herein represented by its duly authorized Mayor, James E. Mayo, (“COM”); and

MONROE FIRE FIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION NO. 629, AFL-CIO (“UNION”), herein represented by Perry Jeselink, President of the Union.

The parties to this Memorandum of Understanding come together this date to set forth their agreements and understanding regarding the proposed five (5) percent base pay increase to come from the sales and use tax specifically dedicated for the Monroe Fire Department and Monroe Police Department, which is to be used for the purpose of salary increases and any additional benefits for the Monroe Fire Department and Monroe Police Department personnel only, along with adoption of the Working Agreement between the City of Monroe and the Union submitted by the Mayor of the City of Monroe to the Monroe City Council on the _____ day of _____, 2018.

The COM and UNION met on numerous occasions during the negotiation of a new Working Agreement between the COM and UNION, during which the COM and UNION agreed to a five (5) percent salary increase for Monroe Fire Department personnel with the funds for the salary increase being derived from the sales and use tax specifically dedicated for the Monroe Fire Department and Monroe Police Department, which is to be used for the purpose of salary increases and any additional benefits for the Monroe Fire Department and Monroe Police Department personnel.

The COM and UNION understand and agree that in the event there are insufficient funds collected and deposited in the sales and use tax account specifically dedicated for the Monroe Fire Department and Monroe Police Department, which is to be used for the purpose of salary increases and any additional benefits for the Monroe Fire Department and Monroe Police Department personnel, the amount distributed will be reduced proportionate to the amount of funds available.

The COM and UNION further understand and agree there must always remain a balance

of \$300,000.00 to be held in reserve in the sales and use tax account specifically dedicated for the Monroe Fire Department and Monroe Police Department prior to any distributions.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of this _____ day of _____, 2018, in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

CITY OF MONROE

BY: _____
JAMES E. MAYO, MAYOR

**MONROE FIRE FIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL UNION NO. 629, AFL-
CIO**

WITNESSES:

BY: _____
PERRY JESELINK, PRESIDENT