

**PARTIES:**

**IAFF LOCAL 100, AFL CIO, UNION**

**AND**

**ANACONDA DEER LODGE COUNTY, EMPLOYER  
MPBOA CASE NO. 2024DRS00050**

**FACT FINDING REPORT AND RECOMMENDATION**

**PARTIES REPRESENTATIVES:**

**CINDY WALKER, ESQ.  
ELLIOT MCGILL, ESQ.  
FOR THE ANACONDA DEER LODGE COUNTY  
EMPLOYER**

**RICKY WALSH  
FOR IAFF LOCAL 100, AFL-CIO  
UNION**

**BEFORE:  
FACT FINDER SANDRA MENDEL FURMAN, J.D., NAA**

## **INTRODUCTION**

The hearing in this matter took place via ZOOM on 1/10/24. The Factfinder was selected from the MT public sector roster.

Provisions for Factfinding are found at MCA sections 39-31-309, 24/26/1404 and 24.26.1408. The statutory factors relevant for Factfinding arbitration for Firefighters [FF] are found at MCA 39-31-103.

The parties presented witnesses and exhibits as evidence in support of their respective positions. Bargaining committee representatives were present on both sides.

IAFF's representative was Ricky Welsh. Anaconda Deer Lodge County [ADLC] was represented by Cindy Walker Esq. and Elliott McGill, Esq.

Various Memoranda of Understanding (MOU) and Tentative Agreements (TAs) were reached at earlier stages of the bargaining process.<sup>1</sup> Other agreements are reflected in the discussion herein. The most recent collective bargaining agreement [cba] expired 6/30/23. The parties agree the successor cba will be a two year agreement. Retroactivity was not stipulated.

A mediation session had earlier occurred [not with the undersigned]. Issues remaining for factfinding were in dispute. Before the instant report issued, an arbitration award issued concerning the scope of matters opened for bargaining. The award was received and reviewed by the Factfinder prior to issuance of this Report. All matters bargained/raised in the Factfinding hearing were deemed appropriate for inclusion in this report.

Prehearing/Position statements were timely filed by each party as requested by the Factfinder.

This report issued within the statutory timeframe.

## **FINDING OF FACTS**

The Union represents eleven [11] employees at the Fire Department [FD] under one master agreement. [cba] The ranks included are Probationary Firefighter;

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<sup>1</sup> The Factfinder strongly recommends that all TAs and MOUs agreed to in bargaining prior to factfinding be adopted; signed and made part of the parties' successor cba. As these items were not jointly placed before her [except as an Exhibit in the ADLC written materials], the Factfinder is not specifically incorporating the TAs into this Report and Recommendation. That it was the parties' intent to have the MOUS/TAs incorporated into the successor cba is not in question.

Firefighter [FF]; Firefighter First Class and Captain. Seniority dates range from one year to twenty eight years. The only non-bargaining unit [BU] position in the FD is the Chief.

The parties have had almost a century of collective bargaining. The Union entity was a different Local at earlier points in the relationship. The services performed by members of the BU relate to firefighting, emergency medical services [EMS] and fire prevention and education. There is one Fire station in the jurisdiction. Fire services may include assistance and aid to and from other fire services in the geographic area. Details about FD runs and services provided are found in ADLC notebook tabs 13-16.

The Employer is the Anaconda/Deer County Commission [ADLC] , a consolidated form of city-county government. It is a political subdivision of the state of Montana [MT]. Population figures indicate a population under 10,000 residents; around 9500 residents at the most recent count.

There are other groups of union represented employees within the Employer: the Police are represented by the Fraternal Order of Police [FOP] and the various other BUs are represented by the Teamsters.

All other BUs have settled by the date of Factfinding with the undersigned. The other BU cbas were not in evidence.

### **OPEN ISSUES AT DATE OF Factfinding <sup>2</sup>**

1. Wages
2. Call out and Overtime
3. Sick leave and Vacation
4. Extra Shifts
5. Holidays
6. Hours of Work
7. Uniform Allowance
8. Paramedic Incentive
9. Apparatus use during work hours

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<sup>2</sup> Certain matters resulted in tentative agreements [TA] prior to the Factfinding hearing. These matters if not otherwise referenced herein are listed in a separate document signed by both parties and were not before the Factfinder for discussion. These TAs are at Tab 2 of the ADLC exhibits presented at hearing.

The parties disagreed as the issues remaining before the Factfinder. The Factfinder was advised that the parties wished her to opine on all outstanding matters.

## **Statutory Factors and Decision Framework**

Montana law does not specify the factors the Factfinder is to consider in reaching a Report and Recommendation. The Factfinder used statutory factors applicable to arbitration as well as factors generally applicable to factfinding from experience in another public sector jurisdiction. All documents and statements were admitted during the hearing. Several post hearing communications clarifying matters were likewise considered. None of these communications were ex parte.

Issues listed below were identified by one/both parties during the Factfinding hearing.

- **ISSUE 1: WAGES Section 9 Appendix A**

### **Analysis**

The Union sought gains based upon increasing inflation, parity and equity. The Union pointed out that its wages were historically depressed when compared with ADLC law enforcement personnel. The Union presented charts/graphs illustrating disparities in wages between the BU and the ADLC police classifications, whilst recognizing that the ranks in the two departments were not parallel. Its proposal was a 12% increase for FFs; 14.5% for FF First Class and a 17% increase for the Captain classification; those increases to be repeated in year two of the cba.

The FOP BU received a midterm bargaining increase in 2021 at the instance of the County Executive and a direct appeal to the Commission by the PD BU in the amount of 15%. The rationale per the ADLC witness was that recruitment/retention was a concern for the FOP unit.

During the second year of the now expired cba cycle [in 2022], the IAFF along with other ADLC employees received a midterm increase of 5%.

Neither of these percentage wage increases received at the midterm of the respective cbas were bargained. Because these increases were unilateral, the BU cannot expect that such wage adjustments will occur during the term of the cba. This is a fact weighed by the Factfinder.

Drawing from information posted on the statewide IAFF website, the Union presented comparisons with sixteen other political jurisdictions, illustrating that ADLC's hourly wage rate was the lowest of the listed jurisdictions. It was further acknowledged that the data while deemed accurate was not presenting apples to apples comparisons of jurisdictions of like size, resources, population and income. By way of illustration,

Big Sky, Bozeman, Helena and Missoula were included and the demographics were conceded to be significantly disparate-those jurisdictions having greater resources of income and population. Comparables were likewise presented in the ADLC evidence. The Factfinder considered the comparables as but one factor in her analysis.

The ADLC can afford pay increases for the BUs: ability to pay is not the concern stated. However the CFO stated there were outstanding financial obligations incurred and not yet paid regarding this case and related filings by the Union that affect the budget.<sup>3</sup>

Health insurance costs will likely be going up in 2024 [based upon extensive experience] with no known/stated increase in benefits.<sup>4</sup> Thus a wage increase is diminished in part by the loss caused by insurance premium increases. Although the ADLC indicated it was increasing amount of contribution for the BU share for medical coverage, there was no evidence that the increase covered all costs known and reasonably projected but as yet unknown.

All ADLC wages were listed and aggregated on ADLC Exhibit 18. Although the exhibit is undated, the Factfinder understood that the table was current as of date of the factfinding hearing. There is a more than \$2200 difference between the FOP and IAFF average wages, with the higher wages being those of the FOP. As noted, this chart does not reflect the current IAFF-ADLC bargaining proposals as no increases are yet in effect.

BU employees are performing essential fire prevention and safety activities for the ADLC citizenry. Their wages should reflect the responsibilities and stresses of the work performed. Their wages may not reach parity with others in the field due to the economic factors and population size and projected growth conditions but this recommendation is intended to bring some economic relief.

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<sup>3</sup> Reviewing the data provided by the ADLC in its hearing exhibits, there was almost no information provided regarding area businesses. It was noted that nearly 23% of ADLC residents met the poverty definition used in Ex. 5.

The Factfinder noted there was not a stated concern about ability to pay; the concern related to accountability and fiscal prudence. CFO Huotte calculated the cost of the Union wage proposal at \$84,792 higher than the ADCL offer for year one and \$154,023 for year two. These figures were taken into account by the Factfinder.

The Factfinder did not receive information from either party on addressing the claim for wage differentials between the three classifications within the FD. The parties thus are able to resolve this themselves or in arbitration.

<sup>4</sup> There was no discussion nor documentation on this subject presented by either party.

As the ADLC implicitly acknowledged by its two recent midterm unilateral increases to both the Police and Fire unions, its public safety wages were depressed and equity adjustments were deemed appropriate. Per Huotte the CEO had the intent to provide economic relief to the workforce in light of inflationary factors prevalent during this period. The unilateral across the workforce increase of 5% was effective 5/3/22. Regardless of whether the motive was equity or inflation, the fact of a midterm increase affected positively the claimed financial gaps experienced by the BU. However, because the increase was unilateral, its likelihood of repetition is unforeseeable and not part of the collective bargaining process herein.

Retention-or more accurately-lack thereof- was cited by the Union as a reason to adjust the wages per the Union proposal. It was argued that retention was a problem or projected concern by the Union. However there was no evidence that concern was a current factor at the ADLC FD.

It was noted that the gap between the two safety forces annual income was breached in large part by the fact that the FD BU routinely works large numbers of overtime [OT] hours. The need for OT is built in to the parties' workweek; and staff vacations/holidays/sick leave/FMLA will further increase the use of OT in addition to the built-in OT. The Factfinder finds built in OT relevant as a factor in assessing the parties' position. But unscheduled OT is far less susceptible of predictability and quantification.

There is also a staff shortage in the FD ranks. Minimum staffing is 9 persons with the total employment being 12 including the Chief. Currently the BU has nine employees, not including the Chief. That indicates a shortage of two employees, making increased OT a given.

While the Factfinder found the ADLC was accumulating quite large OT obligations, it necessarily fell into that situation because it is "down" two FF staff. The minimum complement at the FD is nine personnel. There was no evidence in the record as to when this understaffing will be addressed by hires.

Parity with the ADLC Police Department was not evident in the record as a historic norm by the parties. The Factfinder finds the Union proposed wage increases designed to achieve parity sought by the Union are not justified by the record; that the underlying concerns of much OT are beyond the scope of the Factfinder's authority. There was also the plain fact of built in OT caused by the modified Detroit schedule utilized by the FD. The "built in" OT brings the wages paid to approach parity with the Police.

There was no evidence of recruitment/retention concerns being in effect at present time. The reasons for the staffing deficit were not in evidence. It is unknown if persons left to seek better salaries with other FDs in MT, retired or where the former employees landed.

ADLC Exhibit 19 is its presented comparables; this jurisdiction has decidedly lower housing costs than the other listed places. It is noted that a reasoned analysis of whether or not ADLC Exhibit 19 was an apples to apples comparison was lacking.

All other BUs and unrepresented/exempt/management employees within the ADLC received a 4% annual increase in FY 2023-24. The Factfinder finds that amount is appropriate.

There was discussion at the close of the Factfinding hearing about the retroactivity of any recommended wage increase. From the record, there was no deliberate action by either party to delay proceedings in Factfinding or in cba negotiations. The Factfinder concluded that retroactivity is appropriate; is not contrary to law or the parties' practice and is equitable under all the circumstances present. No written proposal existed either supporting retroactivity or disclaiming its appropriateness.

**RECOMMENDATION:**

**4% annual across the board increase effective 7/1/23 and 4% annual across the board effective 7/1/24.**

**Additionally, the parties are to implement a rank differential between the three levels/classifications of its FD BU employees that is consonant with both statewide norms and averages and those within the ADLC for positions in the PD.**

**The Factfinder recommends the parties meet and bargain to establish a rank differential and implement it retroactively to be effective 7/1/23.<sup>5</sup>**

- **ISSUE 2: Call Out Pay and Standby Pay Section 11**

Analysis

The Union seeks three hours pay for any call out up to two hours. After two hours of call out, FF receive the hourly payment for each hour worked. CCL is two hours pay.

ADLC seeks CCL and states that call outs are used infrequently making the Union request for an increase not supported by evidence of need.

In contrast evidence at the Factfinding hearing presented by the Union was that call outs were routine due to staffing and other concerns related to the needs of the FD. It is often as much a part of the employees' workweek as is OT per the Union. There was no countervailing testimonial or documentary evidence.

The disruption of a call out to an employee's schedule outside of assigned hours of work is clear. Employees are required to report in from off duty; suit up and report to the fire call. Payment at a premium rate is expected; but the amount of disruption that occurs on a regular basis per Union testimony is not yet ripe cause for a premium to be placed on the call out above and beyond current levels.

The claim that the BU does not respond to call outs and will not be "incentivized" by this increase will be able to be a matter of record at the next bargaining round.

Standby pay is also utilized with frequency by the FD for the same reasons that call out pay is needed: public service/emergency necessity and staff shortages due to barebones staffing levels. Being on standby requires the affected BU member to stay

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<sup>5</sup> The Union suggested a differential of 2.5% between the FF and FF 1st class; and an additional 2.5% differential between the FF First Class and Captain. The Factfinder had no other evidence to consider but as the parties have not bargained regarding a rank differential there is no basis upon which to make this recommendation.



within City limits for the period of standby. The obvious constraints on the BU's off duty time are obvious.

The Union proposed an increase of one hour OT over existing cba language for standby status for less than 50 miles to the new level of two hours OT and increasing the current two hours of OT for distances over fifty miles to three hours of OT.<sup>6</sup>

The Factfinder finds this sought for upward adjustment is not currently warranted based upon the record presented at the hearing. There was a lack of evidentiary support demonstrated by data so as to support the claimed increases.

## **RECOMMENDATION**

**CCL.**

- **ISSUE 3: Sick Leave and Vacation Pay Section 13**

### **Analysis**

Current language parallels MT state law. The Union seeks enhanced benefits from the base level of state law to an increase by 1.4 times the existing balances for both types of leave-sick leave and vacation leave. The enhanced benefits sought by the Union are to compensate for the actual workweek which results in a 2912 hour standard work year in contrast to the 2080 hours worked by the remainder of the ADLC workforce.

There was no evidence presented by the Union as to the disparities and/or inequities existing in these benefits-either internally or externally by comparison. In the

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<sup>6</sup> The language discusses under 50 miles/over 50 miles as a benchmark. The Factfinder recommends the parties find a way to address this unintended gap -how to treat a 50 mile distance.

absence of countervailing evidence the current benefit accruals are to remain status quo.

## **RECOMMENDATION**

**CCL.**

- **Issue 4: Extra Shifts Section 23**

### Analysis

ADLC seeks to remove language from the current cba requiring BU employees to pick up an extra shift every 1.25 months.

The ADLC argument that it is forced to pay for an extra shift every 1.25 months even when unnecessary per its position statement is compelling on its face. This is an additional cost on top of the modified Detroit schedule's built in OT.

The extra shifts may/may not be necessary due to staffing concerns. The evidence was lacking.

There was no evidence presented as to the annual costs of the extra shifts; nor evidence regarding how often the shifts are "necessary" as opposed to mandated by cba language. There was no evidence as to the incurred cost for any recent time period of extra shifts. There was no testimony to support the ADLC's arguably sound claims about unnecessary costs.

The Union's opposition to this proposal is based on the argument the ADLC failed to properly open this subject. No other arguments were presented. The Union seeks CCL.

As a general principle applied by this Factfinder, maintenance and control of OT costs is a legitimate management objective. But on the record presented, this ADLC recommendation is not warranted.

This matter could have been an opportunity for give and take at the bargaining table. If the Union dislikes so much OT being assigned/necessary it could have bargained for its other concerns to allow for a meeting of the minds on the extra shifts. This did not occur. The parties are able to rectify this even now if both agree. But the

lack of evidence on this subject as noted above made it challenging for the Factfinder to formulate a reason to change the status quo.

## **RECOMMENDATION**

### **CCL.**

- **Issue 5: Hours of Work Section 19**

#### **Analysis**

ADLC seeks to remove any requirement that the Floater position work the same modified “Detroit” schedule [27 day duty cycle, etc.] as the other classifications in the FD.

Per Union testimony, the Floater is deemed to be the least senior position in the FD. The Union maintains CCL is the appropriate response.

The Factfinder notes that the discussion of the Floater position at the hearing was limited. It is the least senior position in the FD that gets designated as Floater. Historically the Floater has worked the same schedule as the rest of the BU. Due to the FD being lean in personnel, the Floater is working side by side with the others. The Floater works also in instances of an extended absence in the FD.

No job description/posting was part of the record. As the Floater position is presumed to do anything/everything the position being filled in by assignment must do, the fact the Floater’s work schedule is identical to the others in the BU eliminates a distinction that otherwise might occur.

Testimony from the parties regarding this proposal was non-existent. The Union did not want a change in the status quo. It further argued that there was no duty to bargain on this matter as it alleged the ADLC did not re-open the cba in a timely manner. The Factfinder indicated that all nine issues listed above were deemed ripe for this Report.

The Factfinder understands the need for and role of a Floater-especially in such a lean FD. The Factfinder also understands the scheduling headaches and unnecessary premium costs incurred in the current system where OT is a “given” based upon current practice. It should be up to management to schedule the Floater based

upon real needs based upon staffing levels. Mandating that the fill in position work the Modified Detroit schedule is best determined by actual needs of the FD.

## **RECOMMENDATION**

**ADLC proposal should become the cba language regarding the Floater schedule.**

- **ISSUE 6: Uniforms Section 18**

### Analysis

The Union sought an increase in uniform expense reimbursement. It claimed the actual costs of replacement items exceeded the ADLC proposed increase of 4%/year offered for uniform reimbursement. The ADLC proposed increase of 4%/year was not based upon actual items in the uniform; It proposed the same amount as it had for the across the board wage adjustment.

There was no evidence presented by the ADLC that the actual items costs were at, below or above the 4% proposed. The Union presented anecdotal evidence to support its sought for increase.

The Factfinder finds that the Union has proposed its increases based upon its claim that these were actual costs of the items involved. Its proposal should be adopted and it is so recommended by the Factfinder. Had contrary evidence been available to dispute the Union's claims of enhanced costs beyond the 4%/year the Factfinder would have considered such documentation.

Understanding that projecting costs for FY 24 at this date is speculative, the actual difference in costs for the two proposals is de minimis [less than \$32/pp over the term of the cba] and the Union had more evidence as to the need for the proposed

increase The difference in amounts sought is neither a windfall to the FFs nor a significant financial burden to ADLC.

### **RECOMMENDATION:**

**Uniform allowances for the FD BU be increased to \$930 for cba year 1 and the amount of \$930 for cba year 2.**

- **ISSUE 7: Holidays Section 17**

#### **Analysis**

The Union seeks enhancement of its accrual rates for Holiday leave in the same manner it seeks an increase in the accrual rate for vacation and sick leave. It seeks to deviate from current language and increase accrual to mirror the actual work hours for FFs [using an accrual multiplier of 1.4hr reflecting the actual hours assigned].

ADLC seeks to maintain CCL and also secure the language it had reached per a TA with the Union on 8/17/23.

There was a lack of evidence that the FF current Holiday Leave schedule was inequitable based upon other ADLC BUs, non-Union employees or other jurisdictions.

A TA was referenced in the ADLC position statement for paragraph B of Section 17. The TA referenced dealt with an agreement to “cash out” at year’s end any excess to 100 hours unused vacation leave as well as a three month period of time in those limited circumstances wherein a BU member was unable to take Holiday time off due to no holiday time off being available. it is further support for the finding that no inequities exist in Holiday pay so as to support the Union proposal for enhanced Holiday benefits. It would be almost a windfall based upon current staffing levels at the FD.

### **RECOMMENDATION**

**CCL plus the TA reached 8/17/23 regarding paragraph B.**

- **ISSUE 8: Paramedics Incentive Pay [New language]**

ADLC seeks to establish Paramedic Incentive pay. The FD has no Paramedics in its employ, but per the ADLC position statement a BU member is pursuing the certification. It indicates further that person will likely seek alternative employment once

the certification is obtained, depriving the ADLC of the benefits of his/her skill set. This is speculation and does not factor into the analysis.

As a side note, ADLC has various levels of Emergency Medical Technicians [EMTs]. The EMTs receive stipends based upon that status. There was no discussion /proposals during Factfinding to affect the stipends currently paid to EMTs.

The resistance to the ADLC intent to upgrade the extent of services provided by was explained by the Union that it was not ripe for bargaining based upon its interpretation of MT statute. The Union further argued that the discussion of Paramedic stipends needed to include the ADLC's responsibility for CEUs. It expressed concerns about who would bear the costs of CEUs once Paramedic status is obtained.

The Factfinder supports the intent of the ADLC to upgrade the range of services it can offer to its residents and presumably aid and assistance to other jurisdictions if Paramedics are available for fire/emergency runs. The Factfinder notes that the costs [not part of the record] of mandatory CEUs are an important consideration for the BU member in attempting to achieve this certification and maintain it through his/her employment. Likewise it would be an important factor for the ADLC to know in order to budget appropriately.

There was no evidence in the record about CEU requirements and/or costs.

The parties did not bargain over this matter to the point that there was a proposal made on the CEUs by ADLC. There likewise was no discussion about the details of when/how training would occur based upon the FFs challenging work schedules.

The Union seeks payment by ADLC of CEUs-a necessary component of remaining Paramedic certified. It is not otherwise opposed in principle to promoting Paramedic certification.

The ADLC proposed taxes/withholding be subtracted from the stipend/reimbursement. The Union did not address this concern due to its position that the matter was not properly part of the bargaining process at this time.

The Factfinder cannot write in language filling in gaps left by a failure to have fleshed out proposals to compare and analyze then recommend. It is noted that the Union did not want to bargain about this matter at all during the bargaining period.

If the recommendation to implement a Paramedic certification program for the jurisdiction is accepted by the parties, responsibility for costs for CEUs, documenting the taking of the CEUs and any/all administrative responsibilities to ensure proper and

timely payment of fees and stipends will need to occur. This a matter for additional bargaining. This will take place as the parties may agree.

### **RECOMMENDATION**

**Upon cba ratification, ADLC shall offer a \$500/month reimbursement/incentive pay for FD employees seeking Paramedic certification. Details regarding the program's implementation and reimbursement/completion of coursework criteria are to be bargained at the earliest possible joint opportunity for inclusion as a provision in the parties' cba. <sup>7</sup>**

**Eligibility and requirements both for the Paramedic course/certification reimbursement and the same items of concern regarding the mandatory CEUs if not bargained before ratification shall be the subject of a signed MOU to cover the time left before the next round in bargaining.**

### **ISSUE 9: Apparatus Use [New language Section 35]**

There was discussion and evidence presented by the Union about the limitations imposed upon the BU in its on duty but non-run time due to the firehouse size, layout, design and equipment. Those resource/equipment/housing/facility matters are well beyond the scope of Factfinding. Needless to say, there are occasions when it is necessary for BU on duty personnel to leave the station and get food and other necessities during the shift. The ADLC stated that there is limited need to perform extra/work related tasks after 5pm, assuming no runs are needed. This situation has been variously discussed and handled by the parties. The permission and protocols have changed with the change in Chief and changes are occurring even within the immediate past.

The parties discussed this matter during this negotiations cycle. ADLC wants the agreements tentatively reached to become a matter of **policy**. The Union seeks the agreements tentatively reached to become part of a **MOU** and signed along with the other changes to the expired cba.<sup>8</sup>

The Union filed a ULP with the MT BOPA in late December 2023. See Tab 9 of ADLC Factfinding materials. The status of the ULP was unknown to the Factfinder at the

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<sup>7</sup> An adjustment for the current employee seeking the Paramedic certification would be another matter for the parties to bargain as the coursework taken to date was assumed to be at the FF personal expense.

<sup>8</sup> The Union presented for action/payment to the ADLC a series of expense claim forms per the ADLC tab 7. These included dates back as far as 2015. A grievance was filed on 10/20/23. Tab 8. No testimony was taken on these exhibits and the grievance filed then allegedly withdrawn due to the subsequent bargaining occurring between the parties on this subject of apparatus use v. personal vehicle use.

date of this report. The Factfinder considered this issue without regard to the ULP filing/grievance filing. It was considered on its merits.as a bargaining matter.

The parties did not present the Factfinder with detailed Policy or proposed MOU language. Therefore, the Factfinder has nothing to recommend. Were this presented to her as a fully fleshed out proposal, it is her practice and experience that matters affecting subjects of bargaining reach clearly enforceable rights and obligations only when included in cba language based upon past cases heard and decided. Thus she would be recommending that the agreements reached be implemented as a MOU. A change in Fire Chiefs/County Executives otherwise would result in likely changes to policies. This issue of apparatus use is emblematic of a Firehouse and is a bargainable term and condition of employment.

In implementing the ability of FFs to use apparatus to run these needed tasks there needs to be obvious attention paid to the occasions for use; the scope of use and liability/insurance concerns to name a few matters. Since the record is absent on the details of the proposal, the Factfinder declines to opine/recommend further.

## **RECOMMENDATION**

**The parties should negotiate a MOU on the use of FD apparatus for non-fire purposes during shift. The term of the MOU should be for the cba term.**

## **Conclusion**

Both parties presented testimony and exhibits supportive of the respective positions taken. The Union sought to achieve economic gains and cba language changes it deemed important. The ADLC sought fiscal prudence, cost management and enhancements to public service to be accomplished.

The issues remaining for decision by the FF were based upon different interests and competing concerns-along with strategic concerns indicated by the positions taken.

The FF hopes the Report serves the parties to resolve and bring finality for this bargaining cycle to the above remaining disputes. As noted herein, an insufficient record prevented a recommendation on certain desired language as noted above. However, the parties have had discussions and exchanges that might fill in the gaps needed for an overdue cba.

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The changing of the Chiefs at the FD resulted in the past in changes in practice. The most current pronouncement per then record is that leaving during shift is impermissible. The various ADCLC policies proposed/Union proposed cba language [new Article 35] are not part of the record; these are referenced as Exhibits A-F at Tab 9 of the ADLC's factfinding exhibits.



Respectfully submitted,

s/Sandra Mendel Furman JD, NAA

**Certificate of Service**

An electronic copy of the above report was sent by electronic mail to Ricky Walsh and Cindy Walker/Elliot McGill and the Montana BOPA on this 22nd day of January 2024.

s/ Sandra Mendel Furman