

MONARCH'S JANUARY 8, 2014 PROPOSALS FOR A NEW

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONARCH FIRE PROTECTION DISTRICT

AND

PROFESSIONAL FIREFIGHTERS

OF

EASTERN MISSOURI

LOCAL 2665

BILL NUMBER 28

ORDINANCE NUMBER 28

EFFECTIVE

January 1, ~~2014~~2014

~~TO~~

December 31, ~~2013~~2015

ADOPTED

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**PREAMBLE**

**BILL NO. 28  
ORDINANCE NO. 28**

An Ordinance encompassing discussions held between the Monarch Fire Protection District (“District”) and the Professional Fire Fighters of Eastern Missouri, Local 2665 of the International Association of Fire Fighters (I.A.F.F.), (“Union”), the exclusive bargaining representative of the employees described as fire fighters and administrative personnel (privates, engineers, firefighter/paramedics, captains, ~~paramedic—shift—supervisors~~ EMS captains, probationary firefighter/paramedics, fire inspectors, secretaries and maintenance personnel, but excluding controller, ~~public—education—officer,~~ human resources officer, fire marshal, battalion chiefs, deputy chief’s, assistant chief, and fire chief).

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WHEREAS, the Union is the exclusive bargaining representative of certain employees of the District described as “Fire Fighters and Administrative Personnel” (privates, engineers, firefighter/paramedics, captains, ~~paramedic—shift—supervisors~~ EMS captains, probationary firefighter/paramedics, fire inspectors, secretaries and maintenance personnel, but excluding controller, ~~public—education—officer,~~ human resources officer, fire marshal, battalion chiefs, deputy chief’s, assistant chief, and fire chief); and

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WHEREAS, representatives of the Union, the exclusive bargaining representative of the employees in the appropriate unit described above, met and conferred with the representatives of the Board of Directors of the District; and

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WHEREAS, the decision of the Board of Directors of the Monarch Fire Protection District on matters on which representatives of the District and of the Union have met, conferred and discussed are being set forth upon the records of the Monarch Fire Protection District by and through Bill Number 28.

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NOW, THEREFORE, be it ordained by the Board of Directors of the Monarch Fire Protection District of the St. Louis County, Missouri as follows: An Ordinance encompassing discussions held between the Monarch Fire Protection District (“District”) and the Professional Fire Fighters of Eastern Missouri, Local 2665 of the International Association of Fire Fighters (I.A.F.F.), (“Union”), the exclusive bargaining representative of the employees described as fire fighters and administrative personnel (privates, engineers, firefighter/paramedics, captains, ~~paramedic—shift—supervisors~~ EMS captains, firefighter/paramedics, fire inspectors, secretaries and maintenance personnel, but excluding controller, ~~public—education—officer,~~ human resources officer, fire marshal, battalion chiefs, deputy chief’s, assistant chief, and fire chief).

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**SECTION 1.00 - UNION BUSINESS**

**SECTION 1.01 - CLASSIFICATION OF BARGAINING REPRESENTATIVE**

The Board of Directors accepts the classification of the Professional Fire Fighters of Eastern Missouri, Local 2665 of the International Association of Fire Fighters (I.A.F.F.), (hereinafter referred to as “Union”) as the exclusive bargaining representative of certain employees of the

Monarch Fire Protection District (hereinafter referred to as “District”), after thirty (30) days of employment. The included employees are described as firefighters and administrative personnel (privates, engineers, firefighter/paramedics, captains, ~~paramedic shift supervisors~~ EMS captains, probationary firefighter/paramedics, fire inspectors, secretaries and maintenance personnel, but excluding controller, ~~public education officer~~, human resources officer, fire marshal, battalion chiefs, deputy chief’s, assistant chief, and fire chief).

10/14 The members of the bargaining unit, as described above, shall be entitled to “Due Process.” This is defined in article 2.09 of this agreement.

### **SECTION 1.02 -EQUAL EMPLOYMENT OPPORTUNITY/ANTI-HARASSMENT**

10/29, 1/8 The District, the Union and covered employees agree that they will not discriminate against any person in hiring, promoting, transferring or assignment to jobs, or with respect to any other term or condition of employment, if otherwise qualified to perform the assigned duties, because of Union membership ~~or activity (or absence thereof), age, disability, sex, sexual orientation, race, religion, creed, color, national origin, and veteran status (all as provided for by applicable State or Federal laws and regulations),~~ or other ~~trait protected by standards in violation of~~ applicable State or Federal laws regarding equal employment. This policy applies while on the job or during any District-related activity. The District shall maintain a policy prohibiting retaliation by the District, its employees, or elected officials against any individual who files a complaint of discrimination with the District.

10/14 In this Ordinance, words shall be construed as non-sexist and non-applicable to any gender, but shall include both the feminine and masculine.

### **SECTION 1.03 - MEMBERSHIPS IN UNION-VOLUNTARY AGENCY SHOP**

10/14 Any present or future employee of the bargaining unit who is not a Union member and who does not make application for membership may pay voluntarily to the Union each month a service charge in an amount equal the then existing monthly dues assessed against each Union member as a contribution toward the administration of this Ordinance.

### **SECTION 1.04 - PAYROLL DEDUCTIONS OF UNION DUES**

~~The District shall deduct from the wages of each employee who has authorized such deduction, the Union dues for that month in an amount certified in writing by the Union as the amount of dues in effect. With respect to new employees, the District shall deduct, in addition to the monthly dues provided for above, a one time initiation fee in an amount certified in writing by the Union as the existing initiation fee, provided that no such deduction shall be made until such time as the Union provides the District with a notarized signature card of the new employee authorizing the District to deduct the monthly dues and the initiation fee from said employee's wages.~~

~~In addition to the foregoing deductions, the District shall deduct such other amounts which the Union certifies to the District in writing as assessments made by the Union (either the local or the international association) against its members. All amounts deducted for monthly dues,~~

~~initiation fees and assessments shall be mailed to the Union's address on the next business day after the monthly Board of Director's meeting or, alternatively, delivered to the Union at the meeting.~~

~~Except for initial written certification of the amount of the monthly dues and the amount of the initiation fee, the Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee at least thirty (30) days prior to the effective date(s) of same. The Union shall also provide written certification of any assessment at least thirty (30) days prior to the effective date(s) of same.~~

~~The Union shall provide the District at all times with an up-to-date list of its members. The Union shall pay all accounting fees, expenses and costs incurred by the District as a result of the implementation and carrying out of the provisions for deduction of Union dues or other Union certified deductions, unless prohibited by law.~~

12/16 ~~The Union shall warrant and defend, indemnify and hold the District harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the District in reliance upon certification provided by the Union to the District pursuant to the provisions of this section or in reliance upon any other information provided by the Union to the District, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.~~

10/14 ~~The District shall continue to offer automatic (direct) payroll deposits into the individual accounts of the employees, automatic savings account deposits, automatic payments of life insurance premiums, and automatic deduction of deferred compensation contributions. All of these services will be offered to all Union employees at no additional cost to the employees.~~

### **SECTION 1.05 - UNION BUSINESS AND MEETINGS**

10/29 ~~Employees elected to Union offices may be granted time to perform their Union functions, and the shop steward and members of the negotiating team may be allowed time off for all meetings which shall be mutually set by the District and the Union. The provisions of this paragraph shall be subject to and contingent upon the requirement that the position of the elected employee, shop steward and the member of the negotiating team with the District shall always be covered; and, in the event that the position cannot be covered without increased cost to the District, including the payment of additional wages, then no time will be granted.~~

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12/16 ~~The Union shall be permitted to hold meetings of the District's employees on the premises of the District at a time and place agreed upon by the Fire Chief and the shop steward for the purpose of conducting Union business, including the holding of elections, which relate to the Monarch Fire Protection District. The current practice of holding two (2) meetings a month on the third consecutive Wednesday and Thursday of the month shall continue during the period of this Ordinance. A minimum of two on-duty executive board Union officers shall be allowed to attend each meeting. Additional meetings in a given year may be held as it is determined by the local shop steward and the Fire Chief that such additional meetings are necessary. Shift personnel shall attend regularly scheduled meetings on off duty time. Shift personnel on "light duty"~~

working eight (8) hour days shall be allowed to attend one regularly scheduled Union meeting per month while on duty. These personnel shall be allowed to stay to the conclusion of the meeting. Administrative personnel covered by this contract shall be allowed to attend one regularly scheduled Union meeting per month while on duty, but shall schedule their attendance such that not more than half of those on duty in any division attend any one Union meeting. These personnel shall be allowed to stay to the conclusion of the meeting. All meetings, however, shall not exceed two (2) hours without approval of the on-duty Battalion Chief. Anything herein to the contrary notwithstanding, no on duty personnel will be allowed to attend a meeting at a location other than his/her regular assigned location. To assist in this process, AV equipment may be used to transmit meetings to various Monarch locations.

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~~The~~ An employees shall have the right during investigatory interviews where he/she is the subject of possible discipline ~~at all times~~ to have Union representation, and/or legal counsel (at his/her expense), at any meeting or hearing, at which the board or management requires the attendance of the employee. The bargaining unit shop steward or his designee may offer a "Shop Steward's Report" during board meetings, provided said shop steward or designee provides the District with no less than 48 hours of notice (excluding Saturday/Sunday hours) prior to the posted start time of said meeting. The shop steward or his designee, upon invitation of the Board, and if requested by the employee subject to potential discipline, ~~may~~ attend all closed board meetings pertaining to discipline of union personnel defined within this collective bargaining agreement.

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The Union shall be permitted use of an ~~to maintain a business~~ office on the premises of the District at a location agreed upon by the Fire Chief and the shop steward. This office is not to interfere with or distract from the normal daily operation of the engine houses. The Union shall also be permitted to operate a separate telephone line to this office and will bear all costs of the telephone line. The union must may be required to share this office with other community groups desiring office space. The District reserves the right to limit the hours that this office will be open for use.

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#### **SECTION 1.06 -- UNION BULLETIN BOARDS**

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The District shall furnish a separate bulletin board and provide space for it in designated locations in each fire house, maintenance building, and in the administration building, for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards, which postings shall not contain any obscene, sexual, discriminatory, harassing or unlawful matter.

#### **SECTION 1.07 - JOINT COMMITTEE RECOGNITION**

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Committee representatives appointed by the Union shall participate, in an advisory capacity, in discussions held with the Board and Administration.

Committees/Resource Teams are as follows:  
Long Range Planning/Budget Committee  
Pension/Health and Welfare Committee Safety  
Equipment Committee

Truck Committee  
~~Promotional Committee~~  
Uniform Committee  
~~Hiring Committee~~

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The Union and the District agree to develop and maintain a Joint Labor Management committee that shall consist of four (4) members of management and the four (4) Principle officers of the Monarch Shop's Executive Board, or their individual designees. This committee shall meet a minimum of quarterly, and more frequently as needed. The Purpose of this Committee shall include, but is not limited to: coordination of communication between the other committees, bargaining unit members and management, and the handling of important labor/management issues and all district policies, brought up by district and/or Union representatives. If the District gives the Union at least seven (7) days notice of a need for the Committee to meet, specifying more than one (1) date to meet that is the same as a Board meeting (open or closed), the Union must, within 48 hours, notify the District which date the meeting will be held. If a Board Member gives the Union at least seven (7) days notice of a need to meet with the Union and/or with a Committee, specifying more than one (1) date to meet (that may or may not be the same date as a Board meeting), the Union must, within 48 hours, notify the Board Member which date the meeting will be held.

## **SECTION 2.00 - WORKING CONDITIONS**

### **SECTION 2.01 - MANAGEMENT RIGHTS /s/ RH 10/7/13**

The Union recognizes that all management functions not specifically limited by this agreement are vested exclusively in the District. Such functions include, but are not limited to, the direction of the working force; the utilization of employees on any work assignment whether connected to their customary job or not; the right to hire, discipline, transfer, promote, demote, layoff, and discharge employees; to determine the number or complement of employees required at any work location, or on any job; to set work schedules or change schedules already set; to control overtime and the necessity of an employee working overtime; to make and implement reasonable rules and regulations; and do all other management and operation of the District.

Any of the management's rights, powers, functions, or authority which the District had prior to the signing of this agreement with the Union are retained by the District, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this agreement.

### **SECTION 2.01A – EMPLOYEE RIGHTS**

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Employees shall have the rights specified in Article I, Section 19 of the Missouri Constitution.

### **SECTION 2.02 - PROBATIONARY PERIOD**

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New employees shall be considered as probationary employees for the first year of employment. An employee who serves beyond the probationary period will have seniority based on his/her

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most recent start date of employment with the District. During the probationary period, the probationary employee has no seniority rights. During the probationary period, the District, at its sole discretion and will, is entitled to demote, layoff, discipline, suspend, terminate, or discharge probationary employees. The probationary period for any probationary employee is subject to extension by the Chief, ~~at the direction of the Board,~~ with notification to the Union.

**SECTION 2.03 - PREVAILING RIGHTS**

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All rights and privileges belonging to the employees of the District as of the date of this Ordinance, which are not included in this Ordinance, shall remain unchanged and unaffected by this Ordinance provided that the District shall not be precluded by the provisions of this section from making immediate changes in the prevailing rights and privileges it deems necessary. However, if the District determines that any such changes are necessary, it shall give written notice of such changes to the Union at least ~~twenty-three~~ (2030) days prior to the effective date of such changes. The following are considered the exclusive list of those items mutually agreed by the District and the Union by this section.

- 1. Maintain adequate living quarters.
- 2. Maintain adequate protective gear.
- 3. Maintain adequate food preparation areas.
- 4. Maintain adequate work related equipment, material and supplies.

Any matter pertaining to the interpretation of this clause is subject to the grievance procedure.

**SECTION 2.04 - HOURS OF DUTY**

**SHIFT PERSONNEL**

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- 1. Hours of Duty

The hours of duty for each employee shall begin at 7:00 A.M. and continue until 7:00 A.M. of the following day. Each shift shall be on duty twenty-four (24) hours.

All employees shall report to work at 7:00 A.M. and begin work at that time. Equipment check and house duties will be attended until completed after which scheduled daily activities will begin.

- 2. Trade Time

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An employee may exchange their duty hours with another employee of the same classification for that assignment, provided he/she obtains prior approval from the Battalion Chief, as reference in MFPD Policy #1003. Employees shall be permitted to have unlimited trade days. However, the District reserves the right to limit trade time should staffing or training issues require restrictions.



### 3. Overtime

#### a. Non-Continuous Overtime /s/ RH 10/7/13

- i. Defined as overtime requested or assigned by the District outside of an employee's normally scheduled shift.
- ii. An employee who is called in and who reports to work non-continuous overtime hours as defined above, shall be guaranteed two (2) hours at one and one-half (1-1/2) times the base rate.
- iii. If a Battalion Chief or higher ranking officer orders an employee, who is not scheduled to work, to report to work on Easter, July Fourth, Thanksgiving Day, Christmas Day or New Year's Day, then such employee will be paid two times the base rate for all hours worked on the Holiday shift for such specified Holiday.
- iv. If working a partial shift, the employee will be released from duty as soon as minimum manning requirements are met.

#### b. Continuous Overtime

- i. Defined as overtime worked by an employee due to an employee working an assignment (e.g., emergency call). Also applies to employees held over due to late arrival of oncoming relief crew member.
- ii. An employee who works continuous overtime shall ~~not be guaranteed any minimum number of hours and shall be~~ be guaranteed one (1) hour and shall be paid for the hour(s) worked at one and one-half (1 1/2) times the base rate.
- iii. If a Battalion Chief or higher ranking officer orders an employee to continue to work after such employee's scheduled work hours on Easter, July Fourth, Thanksgiving Day, Christmas Day or New Year's Day, then such employee will be paid two times the base rate for all hours worked on the Holiday shift for such specified Holiday.
- iv. If working a partial shift, the employee will be released from duty as soon as minimum manning requirements are met.

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### **ADMINISTRATIVE PERSONNEL**

#### 1. Hours of Duty /s/ RH 10/7/13

The office hours shall begin at 8:00 A.M. and continue until 4:30 P.M. of the same day.

#### 2. Flex Time /s/ RH 10/7/13

Provided adequate coverage is attained during office hours, employees may utilize "flex time" by shifting their work hours. Shifting of work hours may be by means of reporting

to work and/or leaving work at times other than normal office hours, and may be used to make up for time needed off during the regular work day. Employees wishing to shift their work hours must present their proposed schedule to the employee designated as the Office Manager or to the Chief who will make the determination whether adequate coverage is being provided.

3. Request for a reduction in weekly hours /s/ RH 10/7/13

Employees who request and are granted a reduction in weekly work hours without compensation for the hours reduced shall have vacation, sick leave and longevity pay and other benefits (other than group medical) reduced, on a pro-rated basis. No employee will be able to reduce his/her weekly work hours below twenty (20) hrs.

4. Overtime /s/ RH 10/7/13

a. Non-Continuous Overtime

- i. An employee who is called in, or requested, and who reports to work overtime hours not continuous with scheduled work hours, shall be guaranteed two (2) hours at one and one-half (1-1/2) times the base rate.
- ii. If a Battalion Chief or member of management orders an employee to report to work on Easter, July Fourth, Thanksgiving Day, Christmas Day or New Year's Day, then such employee will be paid two times the base rate for all hours worked on such specified Holiday.

b. Continuous Overtime

- i. An employee who is required to work additional hours before or after but continuous with his scheduled worked hours shall not be guaranteed any minimum number of hours and shall be paid the hours worked as work hours. Any hours in excess of forty (40) for the week in which the overtime is worked, shall be paid at one and one half (1 1/2) times the base rate.

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## SECTION 2.05 - PERSONNEL REDUCTION

In the case of personnel reduction, the employee with the least seniority, in the department in which the reduction is needed, regardless of rank, shall be laid off first. For these purposes, there are (4) departments: Fire Prevention, Operations (Fire/EMS), Maintenance, and Administration. In assessing the department in which a reduction is needed, the District should give consideration to emergency operations as primary. Employees who remain on layoff status for five (5) years are thereafter considered terminated. In the restoration of the work force, employees on layoff status shall be recalled in reverse order. Notice of recall shall be sent by registered mail to the employee's last known address. It shall be the responsibility of the laid-off employee to keep the District informed of such employee's current mailing address. No new employees shall be hired until after each employee on layoff status has been given the opportunity to be re-employed by the District. When returning to work from layoff status, (1) the employee shall not be considered as having suffered any break in service for purposes of seniority and (2) the employee shall assume his/her rank and position held prior to the layoff and any other employee holding such

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rank and position in substitution for the laid-off employee shall be returned to his/her rank and position held prior to assuming the rank and position of the laid-off employee. In the case of elimination of position, consideration will be given to time in classification for covered employees. A covered employee shall be returned to the next lowest classification that they had previously occupied and retain priority for any promotional opportunity within the next twelve (12) months to the classification from which they were demoted, for which they are qualified without having to submit to the testing process outlined in Section 2.06. No priority is retained with regard to acting positions.

## SECTION 2.06 - FILLING TEMPORARY VACANCIES AND PROMOTIONS

12/16 The filling of temporary vacancies and promotions to Captain, ~~Paramedic Shift Supervisor~~EMS Captain, and Engineer positions shall be taken sequentially from a promotional list. The promotional process shall take place during the months of September and October. The District shall determine the qualification of current employees for a vacant position by considering the following factors:

11/19, 1/8 A. Practical administrative skills (written) test. Candidates for each position shall pass a new written test once. Only personnel on the current Ranked Relief Engineer, Captain, and ~~Paramedic Shift Supervisor~~EMS Captain list are exempt from the written test. The applicant shall achieve a passing score of seventy percent (70%) or better. Grading is strictly pass or fail. To be eligible to take a promotion test, a candidate shall have the following minimum years of service with the Monarch Fire Protection District:

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Engineer:	Three (3) years
<del>Paramedic Shift Supervisor</del> EMS Captain:	Five (5) years
Captain:	Five (5) years

B. Practical skills test for Engineer candidates.

There shall be four (4) categories of Engineers as outlined below:

Permanently Assigned Engineers: All employees currently holding the position of Engineer, and all candidates promoted from the list to fill vacant positions.

Ranked Relief Engineers: Employees who have passed the written Engineer exam or are on the current Ranked Relief Engineer list, and have passed the practical Engineer exam with a score of seventy percent (70%) or better, during the most recent test cycle.

Unranked Relief Engineers: Employees who have failed the written Engineer exam, but have passed the practical Engineer exam with a score of seventy percent (70%) or better, during the most recent test cycle.

Unranked Certified Relief Engineers: Employees who have previously qualified as a Relief Engineer, but have not participated in the Engineer promotional process.

There shall be two (2) lists for Relief Engineers as outlined below:

1. The ranked promotion list from the category of Ranked Relief Engineers above, which shall have priority over the Unranked Relief Engineer list.
2. The Unranked Relief Engineer list from the categories of Unranked Relief Engineers and Unranked Certified Relief Engineers above, which shall be listed by seniority.

The Engineer practical test shall be completed by all candidates in the categories of Ranked Relief Engineers and Unranked Relief Engineers above.

C. The results of an assessment center-style test.

D. Candidates shall receive additional credit for experience and education. Extra points for experience and education shall be limited to a maximum of ten (10) points. These additional points shall be added to the candidate's score to arrive at a total score. Candidates shall then be ranked with the highest score first, second highest score second, and so on. Points for education shall only include one degree or certificate, which shall be the degree or certificate with the highest number of points. Experience and education shall count as follows:

1. Captain and Engineer Candidates:

Experience:

For each year with Monarch Fire Protection District 0.50-25 pts.

For each year with other paid fire service provider:

(As primary employment, as a full time employee assigned to fire suppression activities) 0.25-10 pts.

For each year with volunteer fire department:

(After the age of 18 (eighteen), and not to be over-lapped with professional experience) 0.10 pts.

For each year of active military duty: 0.25 pts.

For each year of duty in military reserves (including National Guard) 0.10 pts.

Education:

Certificate of Completion in Fire science or Paramedic technology 0.25 pts.

Associate's degree in Fire science or Paramedic technology 0.50 pts.

Associate's degree in unrelated field 0.25 pts.

Bachelor's degree in Fire science or Paramedic technology 1.00 pts.

Bachelor's degree in unrelated field 0.50 pts.

Master's degree in Fire science or Paramedic technology 1.50 pts.

Master's degree in unrelated field .75 pts.

2. ~~Paramedic Shift Supervisor~~ EMS Captain Candidates:

Experience:

For each year with Monarch Fire Protection District 0.50-25 pts.

For each year with other paid emergency medical service provider  
(As primary employment, as a full time employee with a State issued Paramedic License) 0.25-10 pts.

For each year of active military duty: 0.25 pts.

For each year of duty in military reserves (including National Guard) 0.10 pts.

Education:

Certificate of Completion in Fire science or Paramedic technology 0.25 pts.

Associate's degree in Fire science or Paramedic technology 0.50 pts.

Associate's degree in unrelated field 0.25 pts.

Bachelor's degree in Fire science or Paramedic technology 1.00 pts.

Bachelor's degree in unrelated field 0.50 pts.

Master's degree in Fire science or Paramedic technology 1.50 pts.

Master's degree in unrelated field 0.75 pts.

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Points awarded for military experience may not be concurrent with any other points for past experience, whether at Monarch, another agency, or as a volunteer. When two candidates receive the same total score, special abilities shall be considered to determine the more qualified. Paramedic license, EMT license, degree in non-fire related field shall be examples. This system shall provide the Fire Chief a list of eligible candidates. Permanent positions shall then be filled from the top three (3) candidates on the list. Acting positions shall be similarly filled by individual shift. The Fire Chief shall recommend, to the Board of Directors, one of the top three (3) candidates on the current list for permanent promotion. If for any reason a candidate is passed over, that candidate is entitled to an explanation as to why he was passed over and what would be necessary to improve his skills in order to qualify.

A new list shall generally be made every two (2) years, and shall be effective until a subsequent list is posted. This shall give any candidate who did not have the proper prerequisites, or who did not score well, a chance to improve his skills. A list over two (2) years old shall generally not be used to make permanent promotions.

## **SECTION 2.07 - PERSONNEL TRANSFERS**

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Employees may request to transfer to a different job classification. In the event said request is not granted by the District, the employee is entitled to an explanation regarding the reasons for the denial, ~~if requested in a timely manner,~~ provided that the request is made by November 1<sup>st</sup> of the calendar year prior to the transfer being made, or at other intervals as determined by the Fire Chief.

## **SECTION 2.08 — SENIORITY /s/ RH 10/7/13**

### **A. Definition**

Seniority shall be determined by date of hire. If two or more employees are employed by the District the same day, the seniority ranking of such employees shall be determined by a draw to be conducted on the first day of employment. Depending upon the number of people who are simultaneously employed, those people shall draw numbers one through however many people there are drawing. The lowest number shall be the highest in seniority so that the employee who draws the number one shall be the highest or first in seniority, two is second, three is third, etc. In the situation where a question arises concerning seniority of established employees of the District, and the situation is such that seniority between one or more employees cannot be determined by other means, when such a conflict arises, the seniority of the employees shall be established by a draw, identical to the draw used for new employees as above stated.

### **B. Loss of Seniority**

The seniority of an employee shall be considered broken, and shall be considered terminated for the following reasons;

1. If the employee resigns voluntarily.
2. If the employee is discharged and such discharge is not set aside through the grievance procedure.
3. If a shift employee fails to report to work for three (3) consecutive shift days and does not properly notify the District by the beginning of his starting time of the third (3rd) day. If an administrative employee fails to report to work for three (3) consecutive working days and does not properly notify the District by the beginning of his starting time of the third (3rd) day. This time frame may be extended if the employee can show that timely notice was not possible.

4. If the employee is laid off and fails to report to the District within two (2) weeks of the date of the District's notice that he is being recalled, the District shall notify laid off employees in writing by registered mail forwarded to the employee's last known address on the District's records. It is the sole responsibility of the employee to keep the District properly informed of his current address.
5. If the employee is on layoff status for a period of five (5) years.

C. Seniority Engine House and Truck Assignments

1. Shift Employees shall be allowed to pick an engine house and truck assignment based on seniority within their given classification. The picking process shall be conducted by the bargaining unit. All assignments must meet the ~~districts~~ Staffing and Operational Guidelines set forth by the district.

12/16

## SECTION 2.09 - GRIEVANCE PROCEDURE

### PREAMBLE

The results of this Grievance and Disciplinary Procedure shall not be dispositive of any claims or causes of action under State or Federal law which prohibits discrimination or harassment against employees based upon, ~~including but not limited to, age, gender, race, disability,~~ union participation and membership (or absence thereof) or any trait protected by applicable State or Federal laws regarding equal employment.

It is agreed that the Employer has the right to discipline or discharge an employee, but only upon a showing of just cause. Disciplinary matters shall be subject to the grievance procedures as outlined in the Agreement. The members of the bargaining unit are entitled to Due Process. The term "Discipline" includes reprimands, suspensions with or without pay, reductions in rank and dismissals.

### GRIEVANCE PROCEDURE /s/ RH 10/7/13

A grievance is defined as any actual complaint, dispute, or difference between the employer and an employee or group of employees in the bargaining unit concerning an alleged violation, interpretation or application of this Agreement, the Rules and Regulations or S.O.P. Employees of the District who are subject to discipline in the form of reprimands, suspensions (with or without pay), probation, reductions in rank and dismissals, have the right of due process arising out of the expectation of continued employment, subject to the District's right to discipline or discharge and the Grievance Procedure of the District referred to herein. Actions taken by the District shall not be arbitrary, capricious or unreasonable. All grievances shall be settled in the following manner:

#### Step 1 /s/ RH 10/7/13

The Union grievance committee, consisting of the Shop Steward, Assistant Shop Steward and elected representatives, upon receiving a written and signed grievance, shall determine if a

grievance exists. If, in their opinion, no grievance exists no further action is necessary. A grievance must be filed within 15 calendar days of the event with the grievance committee.

#### Step 2

1/8

When a grievance exists, a copy of the grievance shall be delivered to the Fire Chief or Assistant Fire Chief in his absence no more than fifteen (15) days from the date of the event, who shall grievance. The officer involved and/or the officer who has the authority to resolve the grievance shall call a meeting with the aggrieved employee and their Union representatives (maximum of 3) on the next duty day of the aggrieved employee or at a time agreeable to all parties. The officer involved and/or the officer who has the authority to resolve the grievance shall attempt to adjust the grievance at that time and render a written decision within 5 calendar days. The written answer shall be delivered to the Chief, ~~Board Members,~~ aggrieved party, the Shop Steward and the Union committee members who were present at the meeting.

#### Step 3 /s/ RH 10/7/13

If the grievance is not satisfactorily settled by the written decision as provided in Step 2, the grievance shall be delivered to the Fire Chief or Assistant Fire Chief in his absence, who shall render a written decision within 5 calendar days after the receipt of the unresolved grievance.

#### Step 4 /s/ RH 10/7/13

If the written decision of the Fire Chief or the Assistant Fire Chief in his absence, does not satisfactorily settle the grievance, it shall be submitted to the Board of Directors for review. Prior to a decision of the Board of Directors, a hearing of all parties concerned, (which shall include the aggrieved employee, the officer involved and/or the officer who had the authority to resolve the grievance, and the Union representatives at the employee's discretion), shall be conducted to collect evidence so as to assist the Board of Directors in their review. The Board of Directors shall forward to all parties their decision in writing within 15 calendar days following the conclusion of the hearing. The Board of Directors and the aggrieved employee shall have the right to seek legal advice and/or have attorneys present at the hearing at their sole discretion and expense.

#### ~~Step 5~~

~~If the grievance is not settled at Step 4, the grievance may be submitted to non binding arbitration if the union meets the following considerations. The union has fourteen (14) calendar days to request the arbitration. The arbitration request shall be submitted to the IAFF Local 2665 Executive Board and signed by the Local President or his representative.~~

~~If non binding arbitration is timely requested, the parties shall then attempt to agree upon an Arbitrator. If they fail to do so within fourteen (14) calendar days, the Federal Mediation and Conciliation Service shall be requested to submit a panel of seven (7) Arbitrators from which the Parties shall alternately strike three (3) names. The sole remaining Arbitrator shall hear the case. Each party will be allowed to reject up to one panel.~~



~~The Arbitrator shall conduct a hearing, with dispatch, for the purpose of hearing evidence and legal arguments relevant to the subject of the dispute. Both the Employer and the Union shall have the opportunity at the hearing to present evidence, examine and cross-examine witnesses and argue the issue(s). Briefs shall be allowed. Either party can request a transcript of the hearing. If both parties request transcripts then the cost shall be split between the parties including the stenographer.~~

~~The Arbitrator shall issue his/her findings and decision to the parties as soon as practicable after the hearing and in no event later than 45 days from receipt of any briefs. Both the Employer and the Union shall determine the cost of the arbitrator.~~

#### Step 6

~~After the decision of the Arbitrator, the Union and the Board shall meet at the next regularly scheduled board meeting, not to exceed fourteen (14) days, to discuss the decision of the board of directors.~~

The time limits set out in this Article can be changed by mutual consent of the Parties to the Agreement, and shall be done in writing and signed by both parties.

#### **SECTION 2.10 - PROVISION OF COFFEE, TEA AND HOT CHOCOLATE AND PHONES**

The District agrees to supply personnel with coffee, tea and hot chocolate, intended for the men and women who are on duty.

~~The District will provide at least two (2) outside phone lines per fire house for use by employees; provided, however, (a) only one outside phone line shall be used at any one time by employees for personal use, and (b) employees will immediately answer a call waiting tone and end the personal call if the incoming call is for District business. No personal long distance charges may be made by an employee on District phones without express permission of the battalion chief.~~

There will be a mandatory food kitty of fifteen dollars (\$15.00) per duty day worked unless diet and/ or health reasons preclude involvement. Employees shall be responsible for payment.

#### **SECTION 2.11 - MINIMUM MANNING & STAFFING REQUIREMENTS /s/ RH 10/7/13**

The District intends to maintain all fire apparatus at ALS status. This Section is not applicable where the shortage is due to temporary conditions and/or: Section 1.05; Section 4.01; Section 4.03B; Department approved meetings/functions; Department approved classes/training; or where an employee is absent from his/her shift for six (6) or fewer hours.

The district intends to maintain district policy providing a service level of “ALS” on all fire apparatus.

#### **SECTION 2.12 — CONSTANT MANNING**

1/8

The District agrees to maintain a policy on the constant manning program, which is subject to unilateral modification by the District, in the best interest of the citizens. The policy shall provide language including, but not limited to the following;

- A. The number of constant manning positions authorized per 24 hour shift
- B. The classifications eligible
- C. Scheduling of personnel
- D. Selection process for the picking of days

12/16

The members recognized with in this bargaining agreement agree to work any additional CM shift hours for straight pay, up to 212 hours worked with-in a pay cycle. Any hours worked beyond 212 in a ~~FSLA~~-FLSA pay cycle shall be assessed half-time.

**SECTION 2.13 – PHYSICAL EXAMINATIONS**

The District may, in compliance with the Americans with Disabilities Act, require physical examinations, functional capacity examinations and/or fitness for duty examinations. Such examinations must be job-related and consistent with business necessity.

**SECTION 3.00 - COMPENSATION**

**SECTION 3.01 - SALARIES**

A. New personnel hired will serve a one (1) year probation period with starting salary of sixty percent (60%) of base pay. After completion of year one, ~~seventy~~sixty-five- percent (~~70~~65%) of base pay. After completion of year two, ~~eighty~~seventy percent (~~80~~70%) of base pay. After completion of year three, ~~ninety~~seventy five percent (~~90~~75%) of base pay. After completion of year four, eighty percent (80%) of base pay. After completion of year five, eighty-five percent (85%) of base pay. After completion of year six, ninety percent (90%) of base pay. After completion of year seven, ninety-five percent (95%) of base pay. After completion of year ~~four~~eight, the employee will be at full pay. An employee hired before January 1, 2014, who has not reached full pay, but who is paid more than starting salary, will have his/her base pay increased by 5% annually, until he/she is paid at full pay.

11/19

<b>Rank/Title</b>	<del>2011</del> <b>2014</b>	<del>2012</del> <b>2015</b>	<del>2013</del> <b>2016</b>
Private:	\$81,241	\$81,241	<del>\$81,241</del>
Captain:	\$88,656	\$88,656	<del>\$88,656</del>
<del>EMS Paramedic</del> <del>Supervisor</del> <b>Captain:</b>	\$88,656	\$88,656	<del>\$88,656</del>
Administrative Assistant:	\$49,817	\$49,817	<del>\$49,817</del>
General Office Specialist:	\$43,174	\$43,174	<del>\$43,174</del>
Maintenance Worker:	\$57,522	\$57,522	<del>\$57,522</del>

11/19

Mechanic:	\$72,910	\$72,910	<del>\$72,910</del>
Inspector:	\$81,241	\$81,241	<del>\$81,241</del>

11/19,  
12/16

Employees will be paid for the period covered under the Ordinance bi-weekly at the bi-weekly amounts as calculated based on the calendar year salary.

From Jan. 1, ~~2011-2014~~ through December 31, ~~2013~~2015, “base rate” as referred to in this Collective Bargaining Agreement, is established per the following schedule (“base rate” is based on two thousand nine hundred twelve (2,912) hours for Private, Captain, Paramedic and ~~Paramedic-Supervisor~~EMS Captain and two thousand eighty (2,080) hours for Administrative Assistant, Office Specialist, Maintenance Worker, Mechanic, Inspector):

Rank/Title	<del>2011</del> 2014	<del>2012</del> 2015	<del>2013</del> 2016
Private:	\$27.90	\$27.90	<del>\$27.90</del>
Captain:	\$30.44	\$30.44	<del>\$30.44</del>
<del>Paramedic</del> EMS Captain:	\$30.44	\$30.44	<del>\$30.44</del>
Administrative Assistant:	\$23.95	\$23.95	<del>\$23.95</del>
General Office Specialist:	\$20.76	\$20.76	<del>\$20.76</del>
Maintenance Worker:	\$27.66	\$27.66	<del>\$27.66</del>
Mechanic:	\$35.05	\$35.05	<del>\$35.05</del>
Inspector:	\$39.06	\$39.06	<del>\$39.06</del>

11/19

B. If for any calendar year the District’s workers compensation premiums are less than \$300,000.00, then, for the next calendar year, the grids in Section 3.01A shall be modified to read as follows:

<u>Rank/Title</u>	<u>Salary Grid</u>	<u>Base Rate Grid</u>
<u>Private:</u>	<u>\$82,865</u>	<u>\$28.46</u>
<u>Captain:</u>	<u>\$90,429</u>	<u>\$31.05</u>
<del>Paramedic</del> <u>EMS Captain:</u>	<u>\$90,429</u>	<u>\$31.05</u>
<u>Administrative Assistant:</u>	<u>\$50,813</u>	<u>\$24.43</u>
<u>General Office Specialist:</u>	<u>\$44,037</u>	<u>\$21.18</u>
<u>Maintenance Worker:</u>	<u>\$58,672</u>	<u>\$28.21</u>
<u>Mechanic:</u>	<u>\$74,368</u>	<u>\$35.75</u>
<u>Inspector:</u>	<u>\$82,865</u>	<u>\$39.84</u>

11/19

If the grids in this Section 3.01B are utilized in a calendar year, if, in any calendar year, the District’s workers compensation premiums are equal to or greater than \$400,000.00, then, for

the next calendar year, the grids in Section 3.01A shall again be utilized.

**SECTION 3.02 - PAID HOLIDAYS**

Administrative employees shall not be required to report to work on the following paid holidays:

- |                                |   |
|--------------------------------|---|
| 1. New Year’s Day              | <del>7. Veteran’s Day</del>                 |
| 2. Martin Luther King, Jr. Day | <del>8-7.</del> Thanksgiving Day            |
| 3. Easter                      | <del>9.</del> Day After Thanksgiving        |
| 4. Memorial Day                | <del>10.</del> Christmas Eve (12/24)        |
| 5. July Fourth                 | <del>11-8.</del> Christmas Day (12/25)      |
| 6. Labor Day                   | <del>12-9.</del> New Year’s Eve Day (12/31) |

11/19, 12/16 The Chief may, in his/her discretion and based upon workload, send some or all administrative employees home early, with pay on: the Day after Thanksgiving; Christmas Eve; and New Year’s Eve. For administrative employees, holidays that fall on a Saturday shall be taken on the preceding Friday. Holidays that fall on a Sunday shall be taken on the following Monday (except Easter, which shall be taken the previous Friday).

12/16 The District shall pay the sum of ~~fifty-one hundred~~ dollars (\$~~50~~100.00) to on-shift covered employees for the ~~twelve~~ above-listed holidays. The employee must be on-duty the actual shift to collect the additional pay for working the holiday and there shall be no split days, emergency, or sick leave for said holiday. The employee must work the total shift for the holiday to receive holiday pay.

**SECTION 3.03 - WORKING IN HIGHER CLASSIFICATION**

The District agrees to pay each employee for time worked at a higher classification as assigned at the base rate of pay for that classification. The District shall attempt to appoint lower-ranking trained and qualified, employees to acting higher ranks when a higher-ranking employee is absent from duty. Acting positions are determined in Section 2.06 of this Ordinance. Except as otherwise specifically agreed between the District and the Union, the District further agrees to pay an employee according to the base rate of pay for his classification, even if working at a lower classification, for all duty hours. If an employee is called away from his regular work duties to assist in a capacity of a higher classification, the employee shall be paid in the higher classification.

Consideration shall be given to the scheduling of Overtime and Constant Manning personnel based on guidelines set forth for each program.

12/16 The District will pay promotional and/or advancement pay as follows: an employee who is an Acting Captain and/or Acting EMS Supervisor will be paid premium pay of \$0.34 per hour and an employee who is an Engineer will be paid premium pay of \$0.34 per hour.

**SECTION 3.04 - LONGEVITY PAY**

All covered employees shall receive longevity pay as hereafter provided:

For the first ~~four-eight~~(48) completed years of employment with the District there shall be no longevity pay. After the completion of ~~four-nine~~(49) years, ~~or one thousand four hundred and sixty (1,460) days~~, a covered employee shall be eligible for longevity pay.

Longevity pay shall be based on \$250 per year of service. The maximum longevity pay for any covered employee shall be \$5,500 per year.

Payment shall be made on the first pay period following covered employee's anniversary date of employment. Individuals who meet the eligibility requirements for longevity pay upon termination of their employment prior to their anniversary date shall receive prorated longevity pay.

### **SECTION 3.05 - CLOTHING ALLOWANCE**

Each covered employee shall receive a clothing allowance in the amount and under the conditions as follows:

- A. The District shall establish a clothing allowance credit at an agreed upon vendor(s) for each employee who is required to wear a uniform by the District in the amount of seven hundred dollars (\$700.00) store credit per year for administrative employees, except administrative assistants shall receive three hundred and fifty dollars (\$350.00) and seven hundred dollars (\$700.00) store credit per year for shift employees. All employees on probation shall have two (2) years in which to buy all necessary clothing required by the District. All employees who are privates or of higher position, shall bring the clothing required by the District up-to-date within one (1) year. The District shall provide a uniform badge to newly hired uniform employees.
- B. Employees may wear the District approved "Union patch" on their uniform shirt, if the Union can demonstrate to the District's satisfaction that such is in accord with Constitutional law, Statutory law and case law.
- C. A uniform committee consisting of one (1) staff officer, one (1) employee designated by the Union and one (1) Board member shall review ~~from time to time~~annually the District's uniform requirements. The uniform committee may make recommendations to the Board regarding the District's uniform requirements and policies.
- D. The Union will assist the District in policing its ranks to make sure that all members' uniforms are always neat, clean and in good presentable condition every duty day.

## SECTION 3.06 - EDUCATION AND TRAINING

- A. All non-degree program education and training of covered employees designed to enhance technical knowledge, administration and practice in the fields of fire science, health care, management and administrative office systems, pursuant to job applicability, at the request or with prior approval of the District shall be paid for by the District. Attendance shall be determined by the District on the basis of seniority by shift. At any time the District requires an employee to attend a specific class or school on an employee's day off; the said employee will be paid for the hours attended in such class as work hours. /s/ RH 10/7/13
- B. The cost of tuition, course fees and course material fees for District approved courses taken by covered employees to maintain a paramedic license; certified inspector certification or certified investigator certification for continued District employment shall be paid for by the District. For attendance at courses required by the District's medical control hospital, which are in addition to those required for a paramedic license (currently PHTLS and PALS certifications), an employee, if the employee with prior District approval attends such courses on the employee's day off, will be paid for the hours attended in such courses as work hours.

Educational benefits for undergraduate degree programs are available to employees with one (1) or more years of continuous service. Educational benefits are available for college and university programs (made up of a series of courses) designed to enhance technical knowledge, administration and practice in the fields of fire science, health care, management and administrative office systems, pursuant to job applicability, but not beyond one (1) undergraduate degree.

- C. Educational benefits for undergraduate degree programs shall include reimbursement for tuition, required course fees and necessary course materials including books for each course. Advanced written approval by the District of the course shall be obtained before the start of the course. Reimbursement shall be paid by the District upon proof of payment for all fees, course materials, and proof of attendance and completion of the course(s) with a grade of "CB" or above or in the instance of courses not graded with the traditional letter grading system, a passing grade. The rate of reimbursement shall not exceed tuition and fees charged by publicly supported state universities of Missouri. Such passing grade shall be deemed acceptable by the learning institution toward completion of a degree.

- 1/8 D. All department training of shift employees of the District shall commence no earlier than 7:30 A.M. and shall normally cease ~~at 12:00 noon~~ by 7:30 p.m. Special training sessions may be scheduled outside the foregoing hours when the nature of such training so requires.

- 11/19 E. The District shall not require outside training of the employees if the temperature/~~wind chill factor~~ outside is below forty (40) degrees Fahrenheit or if the outside temperature/heat index is above ninety (90) degrees Fahrenheit. Special training sessions maybe held in cooler temperatures when the nature of such training so requires.

- F. The District shall continue its in-house training program for paramedics, EMT's and firefighters. /s/ RH 10/7/13
- G. An employee attending fire school or advanced firefighting or EMS training classes shall receive an allowance of two hundred dollars (\$200.00) per session (with a single session lasting a minimum of two (2) consecutive days) for expenses associated with attendance, not to exceed a total of six hundred dollars (\$600.00) per year, provided such attendance is both approved in advance by the District and occurs more than one hundred (100) miles from the District. /s/ RH 10/7/13

**SECTION 3.07 - CERTIFICATIONS AND LICENSES /s/ RH 10/7/13**

**A. PARAMEDIC**

Firefighter/paramedics wanting to move laterally to fire suppression or to EMS will be considered by position availability, by seniority and governed by minimum manning requirements as determined by the District in accordance with Section 2.06 of this ordinance. Firefighter/paramedics who are permitted to move laterally or who are promoted within the District shall maintain their paramedic license and complete any additional qualifications required by the District's medical control hospital.

**B. EMERGENCY MEDICAL TECHNICIAN**

Employees who have current EMT licenses will not be allowed to drop their certification. Emergency medical technicians shall maintain their EMT license and complete any additional qualifications required by the District's medical control hospital.

**SECTION 3.08 - INJURED OR DISABLED WHILE ON DUTY**

- A. **Injured on Duty:** Any covered employee with the District who is thereafter injured while on duty and while obeying the safety rules of the District, shall be paid benefits pursuant to ~~by the District his regular salary for sixteen (16) weeks per injury, less any moneys received by him as payment under the Workers' Compensation Laws of the State of Missouri. The employee shall present said check to the District, for verification and that amount shall be deducted from his regular paycheck. If the period of disability of the employee continues for more than or beyond the sixteen (16) week period referred to herein, then the state's Workers' Compensation Law. \_\_\_ shall apply for the continuing period.~~ All benefits, such as sick leave, longevity pay, pension, vacation, ~~Kelly days,~~ salary increases, and clothing allowance, shall accrue during ~~this leave~~ the first sixteen (16) weeks, but not thereafter.
- B. **Disabled on Duty:** ~~The District shall provide a long term disability benefit for covered employees for a period extending from the above mentioned sixteen (16) weeks to two (2) years. This benefit shall be two thirds (2/3) of the employee's salary plus an amount equal to the sum of the federal income taxes for that amount using the~~

~~employee's most recent W-4, less any moneys received by him as payment under the Workers' Compensation Laws of the State of Missouri. No employee will be eligible for the two thirds (2/3) benefit while using accrued sick leave benefit should sick leave be required to be used under Workers' Compensation Laws, or the District's long term disability policy, or the District's long term disability plan.~~

1. Longevity pay, paid in lump sum, shall be paid pro-rata to the employee to the date of disability.
- 11/19 2. All other benefits, such as sick leave, longevity pay, vacation, ~~Kelly days~~, salary increases, and clothing allowance, shall be frozen during this leave. Health and life insurance premiums outlined in Section 3.09 of this Ordinance will continue to be paid by the District, until termination of employment per subsection 4, below.
- 11/19 3. In the event the employee does return to duty within the two (2) year period of long-term disability, sick leave and vacation time, which would have been accrued during this period, will be credited to the employee. The employee, upon return to duty within the two (2) year period of long-term disability, will receive the current salary for such employee's position.
4. An employee who is injured or disabled while on duty will continue to accumulate seniority for a period of two (2) years ~~while on long term disability~~. After two (2) years a covered employee's seniority will be ~~frozen~~ broken and employment terminated. If, within seven (7) years from the onset of the disability, the individual provides the District with documentation that he has been rehabilitated and is fit for and qualified for duty, said employee will be eligible to be re-employed into a vacant position with the District. After this notification from this individual, the District shall hire no new employees in the disabled ~~ex-employee's~~ ex-employee's classification, until this disabled ~~ex-employee~~ ex-employee has been given the opportunity to be re-employed with the District. The District shall notify said individual in writing by registered or certified mail forwarded to the individual's last recorded address. Upon re-employment, the employee will be credited with all prior accumulated seniority, and his seniority will then be integrated into the current District seniority list. It is the sole responsibility of the aforementioned employee to keep the District properly informed of his medical status and his current address.

### **SECTION 3.09 - HEALTH AND WELFARE / EMPLOYEE ASSISTANCE PROGRAM /LIGHT DUTY**

#### **A. HEALTH AND WELFARE & EMPLOYEE ASSISTANCE PROGRAM**

- 11/19, 12/16 1. The District shall pay premiums equal to or exceeding an average of \$15,000.00-\$15,800.00 per employee per year ~~the current insurance plan~~ in order to provide benefits which shall include a major medical plan, with prescription drug provisions, and which may include a dental plan, and vision plan, ~~and prescription drug provisions~~. Prior to implementing any changes to benefits under the current health care plans, the District



agrees to meet and confer with the Union's Pension/Health and Welfare Committee.

1/8

[a\) Compliance with the Agreement signed by the District on January 2, 2014 shall be deemed compliance with Sec. 3.09.A.1, above.](#)

2. Matters involving health and welfare (including insurance) and matters involving safety may be presented at Board meetings by appropriate Union representatives in accordance with established Board procedures. /s/ RH 10/7/13
3. The District's group life insurance coverage will be maintained at ten thousand dollars (\$10,000) for employees covered by this Ordinance and group life insurance coverage will be maintained at fifty thousand dollars (\$50,000) for employees participating in the District's Welfare Benefit Plan (VEBA). Employees may elect, through payroll deduction, to purchase an additional amount of life insurance coverage. /s/ RH 10/7/13
4. The District will pay insurance premiums or will self-insure in order to provide long-term disability benefits equal to at least fifty percent (50%) of the covered employee's average base monthly salary at the time of said disability as provided in the District's Welfare Benefit Plan (VEBA). Employees may elect, through payroll deduction, to purchase any additional amount of disability coverage. /s/ RH 10/7/13
5. The covered employees, striving to maintain a safe and professional working environment, agree to a policy in order to control any drug or alcohol abuse problems, as well as provide help to the employee who might have a substance or alcohol abuse problem. The covered employees agree to the drug and alcohol abuse policy. Each employee shall be provided with an individual copy of this specific policy for which each employee shall sign an acknowledgement, acknowledging receipt of this specific policy. /s/ RH 10/7/13
6. Employee Assistance Program /s/ RH 10/7/13

The District shall offer and make available to all full-time, regular employees an Employee Assistance Program for counseling.

Policy Statements:

- \* District believes alcoholism and other behavioral/medical problems are treatable.
- \* District is only interested in behavioral/medical problems as they affect job performance.
- \* District is not concerned with social drinking or what employees do in their private lives as long as it does not affect job performance or the reputation and/or image of the District.
- \* Employees are encouraged to use this program.
- \* Participation is voluntary and the responsibility of the individual.
- \* Employee's refusal to accept problem assessment and prescribed treatment will be handled in accordance with existing policies and procedures for poor performance if

such continues. This applies also to failure to resolve problems within a reasonable amount of time in treatment.

11/19 **B. LIGHT DUTY ON & OFF DUTY INJURIES/ILLNESSES**

The district agrees to maintain a policy on Light Duty, ~~for including but not limited to, a Light Duty policy which includes~~ injuries/illnesses that happen ~~both on and off~~ duty. Nothing shall prohibit the Board, in appropriate circumstances, from granting Light Duty for off duty injuries/illnesses.

**SECTION 3.10 - RETIREE BENEFITS** /s/ RH 10/7/13

This shall be a separate resolution agreed upon from this Ordinance. A copy of this resolution shall be provided to each individual retired employee, for whom each employee shall sign an acknowledgement, acknowledging receipt of the resolution and it will be provided to any other employee upon written request.

**SECTION 4.00 - NOT ON DUTY**

11/19 **SECTION 4.01 - EMERGENCY LEAVE**

Employees shall be permitted to take emergency leave, without pay, immediately after notifying the Battalion Chief. This provision shall only apply to a bona-fide emergency. An "Emergency" shall include, but not be limited to, any situation where a member declares an emergency while on duty or immediately prior to reporting for duty. These situations might include: emergency medical treatment or hospitalization of the employee's immediate family member or significant other, a motor vehicle accident, a household emergency or disabled motor vehicle. Additional leeway can be granted at the discretion of the Battalion Chief. The District defines an "Emergency" as a serious situation which prohibits the employee from reporting to duty on time, or requiring the employee to leave during the course of employee's assigned shift. Abuse of this section will be dealt with on a case by case basis through the progressive discipline policy, set forth by the District. This time shall ~~not~~ be charged first to sick time and then to vacation time. The employee shall contact the Battalion Chief within four (4) hours of notification of emergency and advise him/her of the status of the emergency. ~~The first four (4) hours of leave shall be compensated at the base rate, with an additional eight (8) hours compensated at the discretion of the Battalion Chief.~~ The Battalion Chief will use any means necessary to allow an employee immediate emergency leave. To allow an employee the ability to leave for an emergency the Battalion Chief may reassign personnel, and/or hire an overtime replacement. This will be done in accordance to minimum manning levels, and to keep equipment in service. Relief overtime personnel shall be contacted on the basis of proximity, with the nearest employee contacted first. Emergency leave shall not be arbitrarily or capriciously denied

**SECTION 4.02 - SICK LEAVE/PERSONAL DAYS**

Effective January 1, ~~2012~~2014.

**SHIFT PERSONNEL**

1. During the period of this Ordinance, all covered employees shall be credited a total of six (6) sick leave days, with regular pay, per year, (of which ~~two-one (21)~~ days may be used as a personal days) and which sick leave days may be used prior to the employee using any of the employee's accumulated sick leave days. Personal days must be scheduled one (1) week in advance. When a covered employee leaves the employment of the District, then for such year as said employee shall leave, the credited sick leave days shall be reduced for each month remaining in the year of his departure, on the basis of one-half (1/2) sick leave day per month, and the employee will be required to reimburse the District for any sick leave days taken but not earned at the time of the employee's departure.

2. Probationary employees shall receive the same sick leave benefits and conditions as are provided other covered employees. In the first year of employment new employees will earn sick leave at the rate of one-half (1/2) day for each full calendar month of employment. /s/ RH 10/7/13

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3. Maximum Number of Sick Leave Days an Employee can accumulate will be a total of no more than sixty (60) days; those ~~currently as of January 1, 2011~~ with more than sixty (60) days shall be exempt from the max total (grandfathered) accumulating or accruing no more than their current accumulation of days ~~at the effective date of this ordinance as of January 1, 2011~~. Individuals who have sick leave days exceeding sixty (60) days can sell those extra days at three hundred dollars (\$300) per sick leave day to a maximum of six (6) days. Any sick leave day accumulated prior to 12/31/2004 shall be valued at the 2004 rate of pay for the said employee's classification. Any sick leave day accumulated after 1/1/2005, but before 1/1/14 shall be valued at \$250.00. Sick leave days are used on a "first in, first out" basis.

11/19

4. Any employee who has an accumulation of at least thirty (30) sick leave days or more, at the time additional sick leave days are earned and may be accumulated, may elect to receive pay on 12/31 of the accrued year for sick leave days at a scheduled rate as seen below:

Effective January 1, ~~2012-2014~~ Shift employees may sell up to 4 sick days ~~as follows:~~ at 25% of base salary.

~~First day: \_\_\_\_\_ 100% of base salary  
Second and Third day: \_\_\_\_\_ 50% of base salary  
Fourth day: \_\_\_\_\_ 100% of base salary~~

~~If days are remaining, they shall carry over in the next year and accrue until the maximum of sixty (60) days is reached.~~

~~5. In Lieu of payment and regardless of an individual's personal accumulation of days, employees demonstrating good stewardship of the sick leave/personal leave program shall receive up to two (2) additional Kelly Days as follows:~~

~~Use of 0 or 1 Sick Leave/Personal Days \_\_\_\_\_ 2 Kelly Days~~

~~Use of 2 Sick Leave/Personal Days — 1 Kelly Day~~  
~~Use of 3 or more Sick Days — 0 Days~~

~~6.5.~~ The sick leave provisions are subject to the following conditions:

- a. Any employee who must miss work on account of a sickness or other unavoidable cause shall notify the District prior to the time of reporting for duty, and he shall receive his regular employment and duties upon his return provided that the employee furnished the District with the certificate of a qualified medical physician showing that he is physically able to return to work if the sickness extends beyond two (2) successive shift days.
- b. Any covered employee who abuses or violates the sick leave provisions contained in this Ordinance shall be disciplined under the rules and regulations of the District. Any discharge pursuant to this provision shall be subject to the grievance procedure in section ~~2.082.09~~ of this Ordinance.
- c. District reserves the right to require the employee to obtain a certificate showing his incapacity to work from a medical physician selected by the District, if the sickness extends beyond two (2) successive shift days and/or with a third occurrence in a year.

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6. An employee will be cashed out of unused sick days accrued prior to 1/1/14 at the rate of \$250 per day, and at the rate of \$125 per day for unused sick days accrued after 1/1/14, and subject to the cap in 3, above where:

- a) He/she voluntarily leaves employment by reason of resignation and/or retirement, after having given at least 30 days written notice, and within said 30 day notice period, devotes his/her best efforts to the performance of duties, and attends work regularly.
- b) He/she is terminated by the District for reasons completely unrelated to his/her attendance, performance and/or conduct.

#### **ADMINISTRATIVE PERSONNEL**

1. During the period of this Ordinance, all covered employees shall be credited a total of eight (8) sick leave days, with regular pay, per year and which sick leave days may be used prior to the employee using any of the employee's accumulated sick leave days. When a covered employee leaves the employment of the District, then for such year as said employee shall leave, the credited sick leave days shall be reduced for each month remaining in the year of his departure, on the basis of two-thirds (2/3) sick leave day per month, and the employee will be required to reimburse the District for any sick days taken but not earned at the time of the employee's departure. /s/ RH 10/7/13
2. Probationary employees shall receive the same sick leave day benefits and conditions as are provided other covered employees. In the first year of employment, new employees will earn sick leave at the rate of two-thirds (2/3) day for each full calendar

month of employment. /s/ **RH 10/7/13**

3. Maximum Number of Sick Leave Days an Employee can accumulate will be a total of no more than ninety (90) days; those ~~currently as of January 1, 2011~~ with more than ninety (90) days shall be exempt from the max total (grandfathered) accumulating no more than their current accumulation of days ~~at the effective date of this ordinance~~ as of January 1, 2011. Individuals who have sick leave days exceeding sixty (90) days can sell those extra days at three hundred dollars (\$300) per sick leave day to a maximum of eight (8) days. Any sick leave day accumulated prior to 12/31/2004 shall be valued at the 2004 rate of pay for the said employee's classification. Any sick leave day accumulated after 1/1/2005 shall be valued at \$250.00. Sick leave days are used on a "first in, first out" basis.
4. Any employee who has an accumulation of at least sixty (60) sick leave days, at the time additional sick leave days are earned and may be accumulated, may elect to receive pay on 12/31 of the accrued year for sick leave days at a scheduled rate as seen below:

Effective January 1, 201~~2~~<sup>4</sup> Administrative employees may sell up to 4 sick days at 25% of base salary. ~~as follows:~~

- ~~First day: 100% of base salary~~
- ~~Second and Third day: 50% of base salary~~
- ~~Fourth day: 100% of base salary~~

~~If days are remaining, they shall carry over in the next year and accrue until the maximum of ninety (90) days is reached.~~

- ~~5. In Lieu of payment and regardless of an individual's personal accumulation of days, employees demonstrating good stewardship of the sick leave/personal leave program shall receive up to two (2) additional Personal Days as follows:~~

- ~~Use of 0 or 1 Sick Leave/Personal Days 2 Personal Days~~
- ~~Use of 2 Sick Leave/Personal Days 1 Personal Day~~
- ~~Use of 3 or more Sick Days 0 additional days awarded~~

~~6.5.~~ 6.5. The sick leave provisions are subject to the following conditions:

- a. Any employee who must miss work because of a sickness or other unavoidable cause shall notify the District prior to the time of reporting for duty, and he shall receive his regular employment and duties upon his return, provided that the employee furnished the District with the certificate of a qualified medical physician showing that he is physically able to return to work if the sickness extends to three (3) successive work days.
- b. Any covered employee who abuses or violates the sick leave provisions contained in

this Ordinance shall be disciplined under the rules and regulations of the District. Any discharge pursuant to this provision shall be subject to the grievance procedure in section ~~2.082.09~~ of this Ordinance.

- c. The District reserves the right to require the employee to obtain a certificate showing his incapacity to work from a medical physician selected by the District, if the sickness extends beyond three (3) successive work days and/or with a third occurrence in a year.

11/19 6. An employee will be cashed out of unused sick days at the rate of \$~~250~~125 per day, subject to the cap in 3, above where:

a) He/she voluntarily leaves employment by reason of resignation and/or retirement, after having given at least 30 days written notice, and within said 30 day notice period, devotes his/her best efforts to the performance of duties, and attends work regularly.

b) He/she is terminated by the District for reasons completely unrelated to his/her attendance, performance and/or conduct.

#### SECTION 4.03 - COURT AND JURY DUTY

11/19 A. **JURY DUTY:** Employees will be paid their regular pay for each regularly scheduled workday the employee is required to serve on a jury up to a maximum of three (3) weeks. Employees released from jury duty shall be expected to return to work within a reasonable period of time. Jury duty lasting longer than three (3) weeks shall be handled on a case by case basis at the discretion of the Fire Chief.    

12/16 B. **COURT LEAVE:** Leave with pay shall be granted by the District to any employee who is required by the District to appear at any court or administrative proceeding for official department business, whether as a plaintiff, defendant, or as a witness. If the employee is required to appear during his off duty time, the employee shall be paid for a minimum of four (4) hours at one and one-half (1 and 1/2) times the employee's base rate. If the employee is required to appear during the employee's duty time, he shall be excused from the performance of his duties so as to enable the employee to appear. In addition, the District shall pay the employee's actual parking expenses. Whenever an employee is required to appear in any court or administrative proceeding on personal business, whether as plaintiff, defendant or witness, said employee may be granted leave without pay. In such cases, the employee may choose to utilize accumulated sick leave or vacation to prevent loss of pay.

#### SECTION 4.04 - FUNERAL LEAVE

In the event of a death in the employee's immediate family (i.e., spouse, ~~live-in-mate~~, child, mother, father, sister and brother), shift personnel shall be granted ~~three-two~~ (32) days off and administrative personnel shall be granted five (5) days off, to attend the funeral home service, requirements and burial, with pay. In the event of a death in the employee's extended family (i.e., grandchild, grandmother, grandfather, aunt, uncle, father-in-law, mother-in-law, sister-in-

law, brother-in-law, son-in-law and daughter-in-law), shift personnel shall be granted ~~two-one~~ (21) days off and administrative personnel shall be granted ~~three-two~~ (32) days off, to attend the funeral home service, requirements and burial, with pay. Other funeral time may be granted at the discretion of the Fire Chief, if available, otherwise the Assistant Chief, if available, otherwise the Battalion Chief, with said time to be deducted from sick time. ~~in conjunction with consultation with a shop steward.~~ Any payment made there under shall be at the employee's base rate and shall be limited to the normal scheduled work hours within the employee's normal work period.

**SECTION 4.05 - VACATIONS**

**SHIFT PERSONNEL**

Employees employed by the District shall be entitled to vacation as per the following schedule (not counting extra days during leap years):

Effective 1/1/~~2013~~2014

<u>Length of service</u>		<u>Vacation Days</u>
1 <sup>st</sup> year	(0001-0365 Days)	00 Shift Days per year
2 <sup>nd</sup> year <del>and 3<sup>rd</sup></del> thru 5 <sup>th</sup> year	(0366-1095 Days)	03 Shift Days per year
4 <sup>th</sup> -6 <sup>th</sup> year thru 6 <sup>th</sup> -10 <sup>th</sup> year	(1096-2190 Days)	06 Shift Days per year
7 <sup>th</sup> -11 <sup>th</sup> year thru 9 <sup>th</sup> -15 <sup>th</sup> year	(2191-3285 Days)	09 Shift Days per year
10 <sup>th</sup> -16 <sup>th</sup> year thru 14 <sup>th</sup> -20 <sup>th</sup> year	(3286-5110 Days)	12 Shift Days per year
15 <sup>th</sup> -21 <sup>st</sup> year and over	(5111 Days - & after)	15 Shift Days per year

Employees reaching the anniversary years of ~~20th, 25th, 30th, 35th & 40th~~ shall receive 3 additional vacations days in the anniversary's calendar year. This additional 3 days shall be picked at the completion of the shifts vacation picks. The employee shall have the option of picking the days as single picks if the vacation calendar allows.

11/19 Upon the effective date of this ordinance all employees shall be grandfathered at their current vacation accrual amount up to 15 shift days per year.

12/16 Vacations shall be determined based on eligibility during a calendar year.  
(Example: If an employee's start date is July 15, 2011 then he/she will receive 3 days of vacation in 2012 because his/her anniversary date falls within that calendar year)

All shift employees shall earn the vacation days for which they are eligible in any one year on a pro-rata basis during that year.

Vacation time shall be selected by shift employees and the posting of selections shall be during the months of October, November, and December of the current year, and will be posted on display for all employees by January 1 of each ensuing year.

There shall be no accumulation of vacation time from year to year. Every shift employee shall be able to pick his vacation in three (3) day increments subject to the review and approval by the Fire Chief of the District, ~~at his sole discretion.~~ Employees with seniority shall receive

preference. Seniority shall be determined according to date hired, or where such determination is impossible, seniority shall be determined by the draw method set forth in Section 2.07 of this Ordinance. Scheduled vacations may overlap through the fourth day of January in the following year.

A shift employee may, upon approval of the District's Fire Chief, have the option of converting unused vacation days in three (3) day increments to sick days, but only if the employee has used all of his accumulated sick days.

~~Each shift employee shall be entitled to four (4) Kelly days per calendar year. Such Kelly days shall be scheduled by the District for each shift employee after the selection of vacation time by the shift employees. The District reserves the right to reduce Kelly days for all shift employees upon review of overtime expenses.~~

**ADMINISTRATIVE PERSONNEL**

Employees shall be entitled to vacation as per the following schedule (not counting extra days during leap years):

11/19 Effective 1/1/2013~~4~~;

<u>Length of service</u>	<u>Vacation Days</u>
1 <sup>st</sup> year	<del>(0-365 Days)</del> 00 Working Days per year
<del>2<sup>nd</sup> year</del>	<del>(366-730 Days)</del> <del>05 Working Days per year</del>
<del>3<sup>rd</sup>-2<sup>nd</sup></del> year thru 5 <sup>th</sup> year	<del>(731-1,825 Days)</del> 10 Working Days per year
6 <sup>th</sup> year thru 10 <sup>th</sup> year	<del>(1,826-3,650 Days)</del> 15 Working Days per year
11 <sup>th</sup> year thru <del>15<sup>th</sup>-20<sup>th</sup></del> year	<del>(3,651-5,475 Days)</del> 20 Working Days per year
<del>16<sup>th</sup>-21<sup>st</sup></del> year and over	<del>(5,476-6,570 Days)</del> 25 Working Days per year

Employees reaching the anniversary years of ~~20th, 25th, 30<sup>th</sup>, 35th & 40th~~ shall receive 5 additional vacations days in the anniversary's calendar year.

11/19 Upon the effective date of this Ordinance, all Administrative employees shall be grandfathered at their current vacation accrual amount up to 25 Working Days per year.

Vacations shall be determined based on eligibility during a calendar year.

12/16 (example: If an employee's start date is July 15, 2011 then he/she will receive 3 days of vacation in 2012 because his/her anniversary date falls within that calendar year)

All administrative employees shall earn the vacation days for which they are eligible in any one year on a pro-rata basis during that year.

Vacation time shall be selected by administrative employees upon at least two (2) weeks' advance written notice at the discretion of the supervising officer. An administrative employee covered by this contract may change their vacation selection(s) with the approval of the



supervising officer.

There shall be no accumulation of vacation time from year to year. Every administrative employee shall be able to pick his vacation in increments not to exceed ten (10) days, except that increments longer than ten (10) days shall be subject to the review and approval by the supervising officer, at his sole discretion. Employees with seniority shall receive preference and seniority shall be determined according to date hired, or where such determination is impossible, seniority shall be determined by the draw method set forth in Section 2.07 of this Ordinance. Scheduled vacations may overlap through January in the following year.

An administrative employee may, upon approval of the Fire Chief, have the option of converting unused vacation days to sick days (day for day), but only if the employee has used all of his accumulated sick days.

Each administrative employee shall be entitled to convert up to three (3) sick days for use as ~~to six (6)~~ noncumulative personal days each calendar year.

#### **SECTION 4.06 - LEAVES OF ABSENCE**

A. **Medical leave:** An employee who is absent from work because of illness or a non-compensated injury beyond the employee's accumulated sick leave and converted sick leave as prescribed in Section 4.05 of this Ordinance and who establishes such fact to the satisfaction of the District by means of certificate from a medical doctor, will be granted a leave of absence without pay for a period of such illness or injury not to exceed the lesser of an employee's length of seniority or two (2) years. Upon returning to work from a medical leave, an employee must present a doctor's release to the District to obtain permission to resume all normal duties. The District may request additional medical documentation or examination and release to full duty by a doctor of the District's choosing before an employee resumes all normal duties. An employee returning to full duty from a medical leave ~~shall~~ may be reinstated to his previous position according to the provisions set forth in Section 2.04. Benefits, such as vacation pay, holiday pay, sick leave pay or funeral leave pay do not accumulate during medical leaves. An employee will be paid longevity pay on a pro rata basis for the year prior to going on a medical leave. Unless the employee's injury is a result of a convicted felonious act, the District will maintain the same health insurance for employees on a medical leave as for active employees for a period of up to two (2) years. In the event the District does not maintain the health insurance for an individual in the above referenced circumstances, coverage for the employee's family will be maintained by the District as long as the employee pays the equivalent of the individual coverage premiums during the leave. An employee who does not return to full duty within the medical leave period will be considered terminated from employment at the end of the medical leave period.

B. **Personal Leave:** An employee may be granted, at the Chiefs discretion, a personal leave of absence without pay for up to ten (10) shift days for shift personnel, or thirty (30) working days for administrative personnel by the District upon written application. The determination shall be based on the nature of the request in each instance, and extensions, if requested may be granted at the sole discretion of the District. Failure to return from personal leave by the

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assigned return date or falsifying leave application during this leave shall be deemed a voluntary resignation.

C. **Family Medical Leave Act of 1993.** /s/ RH 10/7/13

D. **Suspension:** An employee who has been suspended from employment by the District may, in the discretion of the Board of Directors, have all benefits provided by the District, including all benefits set forth herein, suspended without accrual. /s/ RH 10/7/13

**SECTION 4.07 – USAR/STRIKE TEAM DEPLOYMENT**

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An employee who is deployed as an asset of Missouri TF-1 or St. Louis County Strike Team 3 shall be placed on administrative leave and receive their regular compensation for time missed due to deployment; provided that monies an employee receives from Monarch plus monies he/she receives from other sources shall not exceed the monies he/she would have received had he/she not been deployed.

**SECTION 5.00 - CONDITIONS OF ORDINANCE**

**SECTION 5.01 - SAVINGS PROVISION** /s/ RH 10/7/13

If any of the terms and conditions of this Ordinance are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, this Ordinance shall be null and void and subject to discussion. If any part, provision, or section of this Ordinance is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Ordinance.

**SECTION 5.02 - PERIOD OF THE ORDINANCE**

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This Collectively Bargained Agreement shall take effect as of January 1, ~~2014~~2014, and shall continue in full force and effect for a period of approximately ~~three~~two (32) years to and including December 31, ~~2013~~2016, unless, on or after April 15, 2015, the District gives the Union at least sixty (60) days written notice of an earlier termination date.

Should a single significant issue arise that one or both parties believe warrants the reopening of the agreement, the agreement may be reopened for re-negotiation of specific items , on such terms, as long as both parties in writing give forty-five (45) days' notice.

~~This Agreement shall remain in effect during good faith negotiations and shall continue to remain in full force and effect until such time as a new Agreement is agreed upon.~~

**SECTION 5.03 — BINDING CLAUSE** /s/ RH 10/7/13

This contract shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party or change in office holder.

**SECTION 5.04 - APPROVAL OF THE ORDINANCE /s/ RH 10/7/13**

The following individuals by endorsing this Ordinance represent that they are authorized to express the approval of the terms and provisions of this Ordinance on behalf of the Professional Firefighters of Eastern Missouri, Local 2665, of the International Association of Firefighters (I.A.F.F.), the bargaining representative of the employees referred to above and on behalf of the members of the Monarch Fire Protection District Board of Directors.

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**PFEM LOCAL 2665 REPRESENTATIVE**

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**Shop Steward, Andy Stecko**

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**Shop Steward, Chris Gelven**

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**President, Board of Directors, ~~Kim Evans~~ Robin Harris**

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**~~Secretary~~ Treasurer, Board of Directors, Steve Swyers**

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**~~Treasurer~~ Secretary, Board of Directors, ~~Robin Harris~~ Jane Cunningham**

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