

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, 2023

TO

December 31, 2025

ADOPTED



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ORDINANCE NUMBER 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, (“Union”), the exclusive bargaining representative of the employees described as “Fire Fighters and Administrative Personnel” (privates, engineers, firefighter/paramedics, captains, EMS captains, orientation period firefighter/paramedics, fire inspectors, administrative assistants, general office specialists, mechanics, and maintenance personnel), but excluding HR director, controller, fire marshal, assistant fire marshal, maintenance department manager, battalion chiefs, deputy chiefs, assistant chief, and fire chief.

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, EMS captains, orientation period firefighter/paramedics, fire inspectors, administrative assistants, general office specialists, mechanics, and maintenance personnel), but excluding HR director, controller, fire marshal, assistant fire marshal, maintenance department manager, battalion chiefs, deputy chiefs, assistant chief, and fire chief; and

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

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 **Ordinance Number 28**.

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 and the Professional Fire Fighters of Eastern Missouri, Local 2665 of the International Association of Fire Fighters, the exclusive bargaining representative of the employees described as “Fire Fighters and Administrative Personnel” (privates, engineers, firefighter/paramedics, captains, EMS captains, orientation period firefighter/paramedics, fire inspectors, administrative assistants, general office specialists, mechanics, and maintenance personnel), but excluding HR director, controller, fire marshal, assistant fire marshal, maintenance department manager, battalion chiefs, deputy chiefs, assistant chief, and fire chief.

PREAMBLE

This Collectively Bargained Agreement, hereinafter referred to as the “Agreement,” is entered into between the Monarch Fire Protection District, hereinafter referred to as the “District”, and Local 2665, International Association of Fire Fighters, hereinafter referred to as the “Union.”

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union; to provide for equitable and peaceful adjustments of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment. The parties to this Agreement agree to cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 1

LABOR AND MANAGEMENT RELATIONS

Section 1.01 – Union Recognition

The District hereby recognizes the Professional Fire Fighters of Eastern Missouri, Local 2665 of the International Association of Fire Fighters as the sole and exclusive bargaining representative for all employees of the District in the following job classifications, which are hereby defined as the Bargaining Unit in accordance with Public Case Number UC 2001-02:

- Privates
- Firefighter/Paramedics
- Orientation period Firefighter/Paramedics
- Engineers
- Captains
- EMS Captains
- Fire Inspectors
- General Office Specialist
- Administrative Assistant
- Mechanics
- Maintenance Personnel

The term “Employee” or “Member,” as used in this Agreement, shall be interchangeable and refer to a person in the Bargaining Unit.

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 – Non-Discrimination/Anti-Harassment

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, age, disability, gender, 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 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.

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

Section 1.03 – Union Membership – Open Shop

Each Member of the Bargaining Unit has the right, at their sole discretion, to either join or refuse to join the Union. Similarly, each Member of the Bargaining Unit has the right to either pay dues, as established by the Union, as a Union member; pay a service fee, as established by the Union, in consideration for the representation received from the Union, as a non-member; or refuse to pay any Union dues or service fees towards the maintenance of this Agreement.

Regardless of a Member’s decision to either join or not join the Union, they shall remain Members of the Bargaining Unit and are entitled to and bound by the provisions of this Agreement. This provision, however, shall not be construed in any way as permitting the District to discuss with any member of the

bargaining unit, other than the elected bargaining unit representatives, topics which would normally be considered a mandatory subject of bargaining.

Section 1.04 - Payroll Deduction of Union Dues

The District shall deduct from the bi-weekly 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 signed 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 annually provide the District with an up-to-date list of its members and shall provide the District with any such changes as may occur throughout the year.

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.

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.

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, Meetings, and Bulletin Boards

A) Union Business:

1. Employees elected to Shop or Local Union offices may be granted time to perform their Union functions and may attend the IAFF International Convention or the IAFF Affiliate Leadership Summit conference training subject to the following:
 - a. A maximum of two (2) Shop Stewards and one (1) Local Union officer will be paid to attend regardless of whether overtime is incurred.
 - b. Others in elected Shop positions will be paid to attend, provided that not more than one (1) such person may be from D shift, and not more than two (2) such persons may be from any individual shift; provided that staffing may not fall below minimum staffing plus one (1) at the time of the request and no greater than fourteen (14) days before the event date(s), because of this subparagraph b;
 - c. At no time may more than six (6) employees be absent per subparagraphs a and b.
 - d. No employee may be paid for more than forty-eight (48) hours per Convention/Summit (forty (40) hours for D shift employees).
2. The Shop Stewards 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(s) of the elected employee, Shop Stewards and/or the members of the negotiating team with the District shall always be covered such that operational staffing shall not fall below the minimum levels established by the District, at the time of the request; 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.

B) Union Meetings:

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 during the third full week of the month shall continue during the period of this Agreement. 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 on District property as it is determined by the Local Shop Steward that such additional meetings are necessary and with the consent of the Fire Chief. Shift personnel may attend regularly scheduled meetings on duty time with the consent of the on-duty Battalion Chief and provided that it causes no interruption to District functions or operations. Shift personnel on "modified 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 notification of the on-duty Battalion Chief if occurring on District property.

The Union shall be permitted 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 shall be permitted to operate, at its cost, a separate WI-FI network in each of the firehouses to facilitate Union Business and other Member uses.

C) Union Bulletin Boards:

The District shall furnish a bulletin board and provide space for it in designated locations easily accessible to employees 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 1.06 – Union Representation

The employees shall have the right to have Union representation, and/or legal counsel, at any meeting or hearing, at which the District requires the attendance of the employee. The bargaining unit Shop Steward, or his designee, may offer an “Executive Board Report” during open board meetings. The Shop Steward or his designee shall be allowed to attend a portion of any closed board meeting pertaining to discipline of union personnel defined within this collective bargaining agreement prior to any final decision upon discipline being made. All portions of closed Board Meetings in which a final decision upon discipline is made shall be attended exclusively by the members of the Board of Directors and the District Attorney.

Section 1.07 – Management Rights

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, transfer, promote, demote, layoff, discipline and/or discharge employees provided just cause is established and due process afforded; 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 1.08 – Joint Labor Management Committee

In an effort to ensure that issues are addressed expeditiously with the District and to promote harmonious, cooperative relations, the Union and the District agree to develop and maintain a Joint Labor Management (JLM) committee that shall consist of, at minimum, the Fire Chief and Shop Steward, who shall serve as co-chairs of the committee. For the purposes of voting upon Joint Labor Management Resolutions (LMR), (3) additional members of the Fire Chiefs general staff and (3) additional members of the Monarch Shop’s Executive Board/Shift Reps must be present to serve as voting members. The on-duty Battalion Chief, and HR Director may participate in an advisory role in all scheduled committee meetings; additionally, the committee may agree to invite additional members of management or labor as

needed for the purposes of reporting on sub-committee status or to fulfill other needs. The full committee shall meet at minimum quarterly, and more frequently as needed; however, that shall not preclude the Fire Chief and Shop Steward from discussing and addressing topics of mutual concern as needed. The Committee shall be responsible for the following, but is not limited to: oversight of sub-committees; coordination of communication between bargaining unit members and management; management of any significant labor/management issues brought forward by bargaining unit members; and the initial development/appropriate revision of District rules and regulations, policies, and procedures.

A. Joint Labor-Management Sub-Committees

The Joint Committees listed below are established for the purpose of developing recommendations for action to be presented to the Labor-Management Committee. Except in the event of matters deemed emergent by the Board of Directors, the Joint Labor-Management Committee shall make a final recommendation to facilitate decisions of mutual interest that shall be made by the District Board of Directors, with recognition given that time may be of the essence. All committees shall operate in a strictly advisory capacity and shall be composed of no less than one (1) District appointed member and one (1) Union appointed member:

- Long Range Planning Committee
- Safety Committee
- Personal Protective Equipment Committee
- Truck Committee
- Promotional Committee
- Uniform Committee
- Hiring Committee

The above noted list should not be construed to be exhaustive and does not limit the JLM's capacity to establish additional sub-committees as needed by JLM resolution. Additional ad-hoc committees may be established on an as-needed basis if their purpose is of a temporary nature. Those committees shall comply with all other requirements for appointments and accountability.

ARTICLE 2

WORKING CONDITIONS

Section 2.01 – Seniority

A. Definition

1. “Seniority” as the term is used within this Agreement, shall mean and include length of continuous service in the employ of the District and shall be determined by the most recent date of hire.
2. In conjunction with a Board Resolution dated 01/17/2022, if two or more employees are employed by the District the same day, the seniority ranking of such employees shall be determined by the overall ranking score during the hiring process – with the highest scoring individual being ranked the most senior. Each additional individual shall be ranked based on their overall ranking score during the hiring process from highest to lowest.
3. 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 as above stated. If, however, seniority remains undeterminable, a draw will be instituted. 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.

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 an employee fails to report to work for three (3) consecutive scheduled workdays 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, sent by registered mail, that he is being recalled. 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.

Section 2.02 - Hours of Duty

SHIFT PERSONNEL

A. Definitions

1. Shift: as the term is used within this Agreement shall refer to a unique 24-hour work period.

2. Tour: refers to a consecutive 48-hour time period, which is comprised of two shifts worked by the same assigned personnel that form the basis of the 48/96 work schedule utilized by the District.

B. Hours of Duty

1. Shift times shall run from 0700 to 0700 of the following day. The shift schedule shall be the 48/96 schedule (AA, BB, CC, and then repeat). Employees shall be allowed to make relief as early as 0600 without prior notification of their Battalion Chief.
2. All employees shall report to work no later than 0700 and begin work at that time. Daily activities, including equipment checks and house duties will be attended until completed after which any scheduled daily activities will begin. Daily activities and assignments shall generally conclude by noon of the first shift of the tour; except in rare instances when the opportunity or the nature of the training would inherently extend the time frame from the normal hours herein. Daily activities on the second shift of the tour may be scheduled outside of those hours by the Company Officer if so doing would be in the best interest of the District and crew.
3. It is not the intention of the District to create busy work and, at the conclusion of daily activities, employees shall be free to engage in personal activities, physical fitness, etc. provided that such activities to not cause a delay in an employee's ability to respond to an alarm.
4. No employee shall leave the District until properly relieved, or as otherwise provided within this Agreement.
5. The District reserves the right to schedule public relations events outside of the normal scheduled daily activity hours.

C. Trade Time

1. Time exchanges may be voluntarily undertaken between two (2) employees upon approval of the employees' Battalion Chief prior to such exchange of time.
2. Responsibility for arrangement for the repayment of such time rests with the employees involved.
3. All trade time must comply with the JLM Seniority Staffing Guideline and applicable District Policy.
4. The District shall not be held responsible for adjudicating issues that arise from the exchange of shifts.
5. While the District shall not arbitrarily deny shift exchange requests that comply with applicable rules, the District shall reserve the right to limit or deny trade time should such trades have a negative impact on District staffing or otherwise have a substantial negative impact on District operations.

D. Overtime

1. Employees shall be paid premium rates of pay equal to one and one-half (1 1/2) times his/her regular hourly rate of pay for all hours worked when:
 - a. The employee is held over beyond the end of his/her scheduled work shift in which case the employee shall be entitled to a minimum of one (1) hour premium pay, and/or,

- b. The employee is required to report in early for his/her regularly scheduled shift in which case the employee shall be entitled to a minimum of one (1) hour premium pay or,
 - c. The employee is called back to work when they are off duty in which case the employee shall be entitled to a minimum of four (4) hours premium pay.
- 2. Employees working a partial shift shall be released from duty as soon as minimum staffing requirements are met.
 - 3. The Union agrees to manage the voluntary overtime system; however, all overtime must be approved by the District either by specific authorization or in accordance with staffing guidelines established by JLM and/or District policy.

E. Mandatory Overtime

- 1. As a condition of employment, all employees must be available for mandatory overtime should the District require staffing to meet minimum levels or in the event that the District determines additional staffing is required and such staffing cannot be fulfilled through the voluntary overtime system.
- 2. The District shall make necessary notifications to employees subject to involuntary recall in accordance with the system established by JLM.
- 3. Employees shall not be subject to recall in the event of known illness/injury, vacation, funeral leave, or approved leave of absence. No employee shall be subject to recall should such recall result in a duty period exceeding seventy-two (72) hours.
- 4. Any employee involuntarily recalled or held over beyond the end of their scheduled work shift on Easter, July Fourth, Thanksgiving Day, Christmas Day, or New Year's Day shall be entitled to premium rates of pay equal to two (2) times his/her regular hourly rate of pay for all hours worked on said holiday shift.
- 5. The District reserves the right to initiate an Emergency Staffing Recall should an extreme local or regional emergency arise whereby District provided Emergency Medical Services, rescue, and/or fire protection services will be impeded by inadequate staffing. All attempts will be made to achieve the recall following normal overtime procedures; however, members should make themselves available for the Emergency Staffing Recall, which may also supersede Section 2.02; E, 3, with the exception of those on FMLA.

ADMINISTRATIVE PERSONNEL

A. Hours of Duty

- 1. The District's official business hours are the District's designated hours of availability to the public. During official business hours, the District must provide to the public sufficient office coverage, as well as ancillary support services for District operations.
- 2. At the District Administration Building, the official business hours are 0800 to 1630, Monday-Friday.
- 3. The District's Fire Prevention Bureau official business hours are 0800 to 1630, Monday-Friday; however, the Fire Marshal shall be permitted to adjust the schedules of employees assigned to that division as needed.
- 4. The District's Maintenance Division's normal hours are 0800 to 1630, Monday-Friday, and the work schedules of employees assigned to that Division shall be set by the Fire Chief.

B. Alternative Schedules

1. Flex Time:

The District recognizes the importance of appropriate work-life balance and agrees to strive to provide a workplace with the flexibility to allow employees to manage their personal lives while still meeting the essential business needs of the District. To that end, the JLM shall establish, and review as needed, an Alternative Schedule policy which shall include, though not limited to, provisions for providing: permanent flex time, intermittent flex time, compressed work weeks, and amended time. It is understood by the Union that any flex time requests must not interfere with the efficient operations of the District. As of the date of ratification of this Agreement, the District's Policy, 5010, shall be the controlling policy until replaced by a successor policy by JLM.

2. Request for reduction in weekly hours

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.

C. Overtime

1. Employees shall be paid premium rates of pay equal to one and one-half (1 1/2) times his/her regular hourly rate of pay for all actual hours worked beyond forty (40) hours per week, except that:

- a. If the employee is called back to work when they are off duty, the employee shall be entitled to a minimum of two (2) hours premium pay.
- b. If an employee is ordered to report to work on Easter, Independence Day, 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.
- c. All overtime must be authorized, in advance, by either an employee's supervisor, the on-duty Battalion Chief, the Fire Chief, or his designee.

Section 2.03 - Prevailing Rights

The following privileges and working conditions shall remain in force during the term of this Agreement unless added to, deleted from, or changed by mutual consent of both parties:

- A) Members may use District owned telephone systems for personal calls, except that no long-distance personal calls may be made without the consent of the on-duty Battalion Chief;
- B) Members may use District computers for personal use provided that such use complies with applicable District policy;
- C) The District shall provide and maintain access to internet services, including a WI-FI network throughout each work area, that employees shall be entitled to use, provided that such use complies with applicable District policy;
- D) The District shall provide transportation for on-duty District business and duty cycle grocery shopping. Grocery shopping shall be conducted in conjunction with other District business whenever practical;

- E) Members may eat meals and prepare them at customary times when it does not interfere with the provision of District emergency services. Members shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by emergency operations;
- F) Shift personnel shall be allowed visitors at the firehouse between 0800 - 2200 hours provided that such visits do not interfere with their response to emergencies or other District business;
- G) During the time not designated for training and in the absence of other District business, Members may use the day room, work on individual interests, exercise, use personal computers and other electronic devices, read, or work on other personal projects;
- H) Members shall be provided with adequate parking for personal vehicles on District property;
- I) The District shall provide coffee, tea, hot chocolate and the associated condiments for use at all work locations;
- J) The District shall maintain adequate living quarters at all stations;
- K) The District shall maintain adequate protective gear;
- L) The District shall maintain adequate food preparation areas;
- M) The District shall maintain adequate work-related equipment, material and supplies;
- N) The District shall maintain adequate fitness facilities.

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

Section 2.04 – Personnel Reduction

For the purpose of personnel reduction, the District is separated into four (4) departments: Fire Prevention, Operations (Fire/EMS), Maintenance, and Administration. When a personnel reduction is required, the department in which the reduction is necessary shall first be determined; with no other department assuming a reduction for the necessary department. The job position/description for which the reduction is necessary shall then be determined. The employee(s) with the least seniority in the department and job position/description in which the reduction is needed, regardless of rank, shall be laid off first. In assessing the department in which a reduction is needed, the District shall seek to preserve emergency operations staffing levels. The District agrees to provide the Union with no less than thirty (30) days prior notice should personnel reductions become necessary. 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 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.

Section 2.05 – Orientation Period

The first twelve-months of employment shall be an orientation period for all employees hired by the District. During that orientation period, employees shall have increased evaluation and training

obligations imposed upon them and are not eligible for seniority based benefits that would interfere with the District's Orientation scheduling goals and programs.

New employees are eligible to join the Union after thirty (30) days of employment; however, newly hired employees who are already members of Local 2665 prior to employment with the Monarch FPD shall be considered members of the Union from their first day of employment. After confirmation of Union membership, employees are entitled to Union representation and participation in the disciplinary process outlined in Section 2.08; however, employees in orientation are ineligible to participate in the Grievance Process outlined in Section 2.09 of this Agreement, nor is the District obligated to demonstrate that discipline is for Just Cause or that Due Process has been satisfied. During the orientation period and continuing through the extension of any orientation period(s) as described in the paragraph below, the District, at its sole discretion and will, is entitled to demote, layoff, discipline, suspend, terminate, or discharge said employee

At the conclusion of the employee's first twelve-months of employment with the District, an employee demonstrating an expected level of proficiency will be released from orientation. The Fire Chief may, after notifying the Union, elect to extend an employee's orientation period, at intervals of no greater than six-months, if an expected level of proficiency has not been achieved, or the Fire Chief otherwise believes that an employee would benefit from an extended orientation period.

Section 2.06 - Filling Temporary Vacancies and Promotions

The filling of temporary vacancies and promotions to Captain, 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:

- A. To be eligible to take a promotion test, a candidate shall have the following minimum years of service with the Monarch Fire Protection District, as of December 31st of the year in which the test is held:

Engineer:	Three (3) years
EMS Captain:	Three (3) years
Captain:	Five (5) years
Shift Training Officer:	Five (5) years

- B. Practical skills test for Engineer candidates.

There shall be two (2) 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 completed and successfully passed, to the minimum score set by the promotional committee, all components of the Engineer Promotional Process.

The Engineer practical test shall be completed by all candidates in the Ranked Relief Engineers category.

- C. The results of an assessment center-style test, to be developed and managed by the Promotional Committee, which shall include a professional interview conducted by the Fire Chief and Assistant Fire Chief and/or the Fire Chief's delegate.

D. Candidates Professional Portfolio; which are an accumulation of points for experience, education, and military service. The Professional Portfolio points shall be a separate component toward the overall total score of each candidate. Points for education shall only include one degree or certificate, which shall be the degree or certificate with the highest number of points. Points for military service may not be concurrent with any fire department experience whether at Monarch, another department, or volunteer. Experience, education, and military service shall count as follows:

1. Captain Candidates:

Service at Monarch_____	0.50 pts/year
Previous career service_____	0.25 pts/year
Previous volunteer service_____	0.1 pts/year
Certificate of Completion Fire Service/Paramedic Technology_____	0.25 pts
Associates degree in Emergency Services field_____	0.5 pts
Associates degree in unrelated field_____	0.25 pts
Bachelor’s degree in Emergency Services field_____	1.0 pts
Bachelor’s degree in unrelated field_____	0.5 pts
Master’s degree in Emergency Services field_____	1.5 pts
Master’s degree in unrelated field_____	0.75 pts
Active Duty Military_____	0.25 pts/year
Reserve/National Guard_____	0.1 pts/year
Promoted Engineer_____	1.0 pts
Relief/Promoted Engineer_____	0.25 pts/year
Promoted EMS Captain_____	1.0 pts
Relief/Promoted EMS Captain_____	0.25 pts/year
Shift Training Officer_____	1.5 pts
Years as Relief Captain_____	0.5 pts/year
Structural Collapse_____	0.1 pts
Trench Rescue_____	0.1 pts
Confined Space Rescue_____	0.1 pts
Rope Rescue 1+2_____	0.1 pts
Swiftwater Technician_____	0.1 pts
Boat Operator_____	0.1 pts

*All years counted for years of service being a Relief Captain, Relief EMS Captain/EMS Captain, or Relief Engineer/Engineer will only be counted for such while the employee serves in that position.

2. EMS Captain Candidates:

Service at Monarch_____	0.50 pts/year
Previous career service_____	0.25 pts/year
Previous volunteer service_____	0.1 pts/year
Certificate of Completion Fire Service/Paramedic Technology_____	0.25 pts
Associates degree in Emergency Services field_____	0.5 pts
Associates degree in unrelated field_____	0.25 pts
Bachelor's degree in Emergency Services field_____	1.0 pts
Bachelor's degree in unrelated field_____	0.5 pts
Master's degree in Emergency Services field_____	1.5 pts
Master's degree in unrelated field_____	0.75 pts
Active Duty Military_____	0.25 pts/year
Reserve/National Guard_____	0.1 pts/year
Promoted Engineer_____	1.0 pts
Relief/Promoted Engineer_____	0.25 pts/year
Promoted Captain_____	1.0 pts
Relief/Promoted Captain_____	0.25 pts/year
Shift Training Officer_____	1.5 pts
Years as Relief EMS Capt_____	0.5 pts/year
National Registry Paramedic_____	0.1 pts
Critical Care Paramedic_____	0.1 pts
Community Paramedic_____	0.1 pts
ACLS Instructor_____	0.1 pts
PALS Instructor_____	0.1 pts
PHTLS Instructor_____	0.1 pts
BLS Instructor_____	0.1 pts

*All years counted for years of service being a Relief Captain/Captain, Relief EMS Captain, or Relief Engineer/Engineer will only be counted for such while the employee serves in that position.

3. Engineer Candidates:

Service at Monarch_____	0.50 pts/year
Previous career service_____	0.25 pts/year
Previous volunteer service_____	0.1 pts/year
Certificate of Completion Fire Service/Paramedic Technology_____	0.25 pts
Associates degree in Emergency Services field_____	0.5 pts

Associates degree in unrelated field_____	0.25 pts
Bachelor’s degree in Emergency Services field_____	1.0 pts
Bachelor’s degree in unrelated field_____	0.5 pts
Master’s degree in Emergency Services field_____	1.5 pts
Master’s degree in unrelated field_____	0.75 pts
Active-Duty Military_____	0.25 pts/year
Reserve/National Guard_____	0.1 pts/year
Promoted Captain_____	1.0 pts
Relief/Promoted Captain_____	0.25 pts/year
Promoted EMS Captain_____	1.0 pts
Relief/Promoted EMS Captain_____	0.25 pts/year
Shift Training Officer_____	1.5 pts
Years as Relief Engineer_____	0.5 pts/year
Structural Collapse_____	0.1 pts
Trench Rescue_____	0.1 pts
Confined Space Rescue_____	0.1 pts
Rope Rescue 1+2_____	0.1 pts
Swift Water Technician_____	0.1 pts
Boat Operator_____	0.1 pts

*All years counted for years of service being a Relief Captain/Captain, Relief EMS Captain/EMS Captain, or Relief Engineer will only be counted for such while the employee serves in that position.

Candidates shall then be ranked with the highest score first, second highest score second, and so on. 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. Relief 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 not be used to make permanent promotions.

E. Shift Training Officer

1. Each of the three (3) operational shifts shall have two (2) Shift Training Officers (STO’s) to develop curriculum, organize training, and educate personnel.

2. The process for creating a list for an STO opening will be conducted on an as needed basis and, once completed, will be effective for two (2) years from the date of the latest process. Eligibility to participate in the process require the STO candidate to be a Captain or a Relief Captain. All other qualifications and the testing process will be determined by the Deputy Chief of Training in advance of the process in conjunction with Promotional Committee.
3. Compensation for an STO will be one hundred dollars (\$100.00) per pay period.

Section 2.07 - Personnel Transfers

1. Shift Transfers:

Shift Personnel may request to transfer between shifts when a permanent vacancy occurs. JLM shall maintain, as a part of the Seniority Staffing system, a process to consider and fulfill such requests.

2. Division Transfers:

- A. Employees may request to transfer to a different job classification when a vacancy occurs and provided that they meet the minimum requirements for the vacant position. Internal transfer requests shall be objectively considered prior to seeking outside candidates. However, if after the internal process closes and the vacancy has been posted for outside candidates a current District employee makes notification for the internal transfer, that employee must make application and be considered as though he/she were an outside candidate. Requests shall not be arbitrarily denied; however, in the event said request is not granted by the District, the employee is entitled to an explanation regarding the reasons for the denial.
- B. Employees will have any remaining earned time off for the calendar year in which the transfer takes place proportionately determined to the earned time off benefits noted in this Agreement to the Division in which the employee is transferring. The District will honor any disproportionate earned time off taken prior to the transfer.
- C. After proportionate determination, any employee who has accumulated more Sick Leave Days than the maximum in which the Division the Employee is transferring allows, as set forth in this Agreement, shall be exempt from that Division's maximum. However, the employee shall accrue no more than their current accumulation of days as of the date of transfer.
- D. Earned Time Off for proportionate determination will include Vacation Leave, Kelly Days (Shift personnel)/Personal Days (Administrative personnel), Earned Kelly Days (Shift personnel)/Personal Days (Administrative personnel), and Sick Leave.

Section 2.08 – Discipline and Discharge

1) General Provisions

It is the intention of all parties to provide constructive, positive support for Employees experiencing difficulties at work. The Union agrees that the District has the right to discipline or discharge an employee, but only upon a clear demonstration of Just Cause and with Due Process. At all phases of the disciplinary process, Employees shall be entitled to Union and legal representation of their choosing who shall be permitted to speak on the Employee's behalf. The Joint Labor/Management Committee shall be responsible for the development and adoption by resolution of a Progressive Discipline Policy, which shall be reviewed and ratified, if approved by the District Board of Directors.

2) Corrective Action

The Union and the District agree that the purpose of corrective action is to identify performance or behavior that requires attention, and to provide Employees with information and opportunities to successfully meet expectations. It is agreed that such actions, in and of themselves, are neither punitive nor disciplinary in nature, but should generally occur prior to discipline being imposed. Corrective action may include coaching and verbal or written counseling.

3) Progressive Discipline

All parties agree to the administration of progressive discipline with Just Cause and Due Process. Disciplinary actions are intended to be constructive and shall generally be taken in a progressive manner, which may include the following: coaching, verbal reprimand, written reprimand, suspension with or without pay, demotion, and/or discharge. Discipline may be imposed without prior notice of intent, except in cases of suspension greater than twenty-four (24) hours, demotion, or discharge. The provisions of this section notwithstanding, the District reserves the right to impose discipline not preceded by lesser forms of discipline for just cause as described by the District's most current policy on discipline. As of the date of ratification of this Agreement, the District's Disciplinary Action Policy, 5000, shall be the controlling policy until replaced by a successor policy by JLM. Likewise, multiple distinctly separate offenses may form the basis for discipline up to one step greater than might have otherwise been assessed. It is the responsibility of the District to establish that just cause exists prior to the discipline of an employee. Anonymous complaints may not form the basis for disciplinary action without an investigation that corroborates the complaint to substantiate just cause.

4) Notice of Possible Disciplinary Action

Written notice shall be provided to both the affected Employee and the Union Shop Stewards that indicates the District's intent prior to the assessment of any suspension greater than twenty-four (24) hours, demotion, or discharge, either in person or by certified mail to the Employee's and Shop Steward's last known mailing address. All notices shall include: 1) the charge, to include all relevant information currently known to the District; 2) the intended action; 3) the rationale for the intended action; 4) the effective date of the intended action and; 5) notice of the Employee's right to respond and instructions for said response. No prior notice shall be required in cases of coaching, verbal reprimand, written reprimand, or suspension up to twenty-four (24) hours. The District agrees to provide the Union with copies of any and all documents, recordings, and other evidence upon which it is relying for a decision so that the Union may complete all necessary internal investigations.

5) Employee Response

- a) A response shall not be required of any Employee to the Notice of Possible Disciplinary Action nor shall they be required to attend any Pre-Disciplinary Interviews. The absence of a response is not indicative of Employee agreement with the charges in the Notice, nor does it restrict the Employee from grieving any action which occurs after the deadline for responding has passed. Any responses made shall not be construed to be a grievance unless it has been properly and timely filed in accordance with the provisions of Section 2.09 of this Agreement.
- b) Employees who have received a verbal or written reprimand or been suspended for twenty-four (24) hours or less may choose to respond either verbally or in writing within five (5) business days of the date of the disciplinary action. Any written response shall be submitted

to the Fire Chief and placed in the employee's personnel file along with the record of the disciplinary action. Should the response result in an amendment by the District, such amendment shall be provided to the Employee and Union.

- c) Employees who have received a Notice of Possible Disciplinary Action for a suspension greater than twenty-four (24) hours, demotion, or discharge are entitled to a Pre-Disciplinary Interview. This request by the Employee must be submitted in writing to the Fire Chief within (5) business days from the delivery date of the Notice of Possible Disciplinary Action. If an Employee chooses to forgo the opportunity for a Pre-Disciplinary Interview, they will have (10) business days from the delivery date of the Notice of Possible Disciplinary Action to respond in writing to the Fire Chief if they choose to do so.
 - i) Pre-Disciplinary Interviews shall be conducted by the Fire Chief within five (5) business days of the request of the Employee. Should the Fire Chief not be available within that time frame, he may designate the Assistant Chief or HR Director to conduct the Interview. The purpose of the Pre-Disciplinary Interview is to afford the Employee, or their representative, the opportunity to give the Employee's response to the Notice of Possible Disciplinary Action prior to the District's final decision on any course of disciplinary action, if any.

6) Decision

Upon completion of any Pre-Disciplinary Interview in conjunction with a review of any timely response made by the Employee and/or the Union on the employee's behalf, the District shall notify the Employee and Union in writing within five (5) business days of disciplinary action to be taken, if any. Any instance where the Discipline decided upon by the District is more severe than that described in the original Notice of Disciplinary Action may not be imposed without the issuance of an additional Notice and subsequent Employee opportunity for the same process provided in 2.08 5C; however, the District may reduce such discipline without the issuance of a further Notice.

7) Investigatory Leave

The District may place an Employee on investigatory leave without prior notice in order to review or investigate allegations of potential misconduct which, at the District's sole discretion, warrants relieving the Employee immediately from work duties. Employees placed on investigatory leave shall continue to receive their normal wages and accrue benefits in accordance with this Agreement while designated to that status.

The District may, in its sole discretion, elect to place an employee on unpaid leave during the investigatory phase provided that all of the follow conditions are present:

- 1) The employee on Investigatory Leave has been charged with a felony offense by a law enforcement agency with proper jurisdiction.
- 2) No less than forty-five (45) calendar days have elapsed since the employee was placed on Investigatory Leave by the District.

Employees designated to unpaid Investigatory Leave shall not receive their normal wages and shall not accrue benefits, except that the District shall maintain the employee's group health insurance. An employee that returns to full duty following an interval of unpaid investigatory leave shall be compensated for all withheld wages and benefits shall be resumed as if the employee had never been placed on leave.

8) Timelines and Appeals

Any time limits established in this Article may be extended by written, mutual agreement of the District and the Union. All disciplinary actions taken by the District may be appealed through the Grievance Process established in this Agreement. No Employee shall face retaliation for participating in the Grievance Process as either a grievant, witness, or representative.

9) Effective Period of Disciplinary Actions

Documentation of disciplinary actions taken shall remain on file for the duration of employment, unless otherwise agreed upon during a given disciplinary process. Provided there are no additional occurrences of a similar nature in the subsequent time frame described below, any filed disciplinary actions shall not be considered for the purposes of progressive discipline after the following periods:

- a) Verbal or Written Reprimand: 12 months
- b) Suspension or Demotion: 36 months

10) Privacy

The District and Union agree that the content of all disciplinary investigations, hearings, meetings, decisions, and all District and/or Union internal documents shall be held in strict confidence and shall not be released except as required for any grievance proceedings, legal proceedings, or if otherwise waived by the affected Employee and/or as required by this Agreement.

11) Employees in Orientation

In accordance with the Provisions of this Agreement, it is understood that employees in their first twelve months of employment are employed at-will and may be disciplined or discharged at the District's discretion. It is, nonetheless, agreed and understood that employees in their first twelve months of employment shall remain subject to the provisions of this Section, as well as to the Progressive Discipline Policy developed by Labor-Management, to ensure development of employees new to the District. This shall not be interpreted to deprive the District from any rights established by statute or elsewhere in this Agreement.

Section 2.09 - Grievance Procedure

Preamble

The objective of this Grievance Procedure is to secure a fair and equitable resolution of grievances at the lowest possible step of the grievance procedure. The Union and District recognize that the prompt resolution of difficult issues is essential to a sound labor-management relationship and encourage the prompt and informal resolution of complaints by Members, at all times, at the lowest level possible.

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, union membership or activity, age, disability, gender, 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 standards in violation of applicable State or Federal laws regarding equal employment.

Member Rights/Union Rights

Members shall be, at all phases of the Grievance Process, entitled to representation of their choosing. The Union shall be entitled to have a representative at all meetings related to any given grievance at which the grievant is present. Members and Union representatives shall not be subject to retaliation for their participation, whether as grievants, witnesses, or representatives.

GRIEVANCE PROCESS

A grievance is a complaint by (1) a bargaining unit Member, or (2) a group of bargaining unit Members, or (3) the Union about any working condition including, but not limited to a violation, misinterpretation or misapplication of any provision of this Agreement, the District's Rules and Regulations, District Policies, Labor Management Agreements, or past practices. Employees of the District who are subject to discipline in the form of reprimands, suspensions (with or without pay), demotion, and/or discharge, shall have a right to Due Process in the resolution of any employment actions taken. Actions taken by the District shall not be arbitrary, capricious or unreasonable.

All grievances shall be settled in the following manner:

Step One

Should a Member, group of Members, or the Union believe that the District, or a District representative, has taken a violative action, said grievant(s) shall informally discuss the event with their immediate supervisor, or other District officer with the ability to adjust the grievance as appropriate, as soon as is practicable. The grievant(s) shall provide the supervisor or officer with an explanation of the grievance, the foundation of the alleged violation, and the remedy sought within (15) calendar days of the event. Grievants shall have the right to be assisted by a Union representative, if so requested, during this discussion. In all cases, grievants shall notify the Union in writing of the alleged grievance as well as the time, date and location of any and all grievance proceedings.

Step Two

In the event that the grievant's immediate supervisor or officer does not satisfactorily resolve the grievance in Step One of this procedure, the grievant(s) shall reduce the grievance to writing and shall state: the section (or sections) of this Agreement, Rule/Regulation, Policy, and/or past practice which is alleged to have been violated; an explanation of the grievance in detail, including dates, actions, and such other information necessary to a full investigation of the facts and circumstances giving rise to the grievance; and the remedy sought. Grievances shall be submitted to the Shop Steward for review who shall then forward the grievance to the Union Grievance Committee for review. Should the Committee determine that a grievance may exist, they shall return the grievance to the Shop Steward with their recommendation for further action. Should the Committee determine that no grievance exists, the grievant may either accept the Committee's finding, in which case the matter shall be considered closed, or they may seek an appeal with the IAFF Local 2665 3rd District Vice-President, or designee, who may confirm or overrule the decision of the Committee. If no grievance is found to exist, the Member is entitled to submit their concern as a complaint to be addressed by JLM, however no additional action shall be otherwise required by the District or the Union.

Step Three

Grievances submitted for further action in Step Two shall be submitted by the Shop Steward or Union Grievance Committee Chair to the employee's immediate supervisor, Battalion Chief, Deputy Chief, or the Assistant Chief, as appropriate and upon the advice of the Shop Steward, within fifteen (15) calendar

days of the date upon which the grievant(s) could reasonably have been expected to know of such action giving rise to the grievance. The officer or supervisor receiving the grievance shall arrange a meeting on the next duty day of the aggrieved employee(s), or at an otherwise mutually agreeable time, for the purpose of considering the matter and attempting to adjust the grievance. A written decision shall be issued within five (5) calendar days of the meeting and delivered to the grievant(s), the Shop Steward and any Grievance Committee members who were present at the meeting.

Step Four

If the grievance is not satisfactorily settled by the written decision as provided in Step Three, a copy of the original grievance, along with a copy of the Step Three written response, shall be delivered to the Fire Chief within five (5) calendar days of receipt of the written response. However, should the Fire Chief be the person who is the subject of the grievance, then the Assistant Fire Chief shall serve in the stead of the Fire Chief. Should both the Assistant Fire Chief and the Fire Chief be the persons who are the subject of the grievance, the Shop Stewards will meet and confer with the Fire Chief to determine the individual capable of rendering a decision in Step Four. The Fire Chief, Assistant Fire Chief, or designee may, at his/her discretion, convene additional meetings with grievant(s) and/or Union to discuss possible resolutions. The Fire Chief, Assistant Fire Chief, or designee shall render a written decision within five (5) business days of receipt, or within five (5) days of any requested meeting. The decision shall be delivered to the grievant(s) and copied to the Union.

Step Five

If the written decision of the Fire Chief, Assistant Fire Chief, or designee should the Fire Chief be the person who is the subject of the grievance, does not satisfactorily settle the grievance, the Union shall, within five (5) business days of receipt of the Fire Chief's, the Assistant Fire Chief's, or designee's written decision, on behalf of the aggrieved Member(s), transmit a copy of the original grievance, along with a copy of all written responses made in Steps Three and Four, and any other supporting documents to the President of the Board of Directors for review. The Board may, in its sole discretion, convene additional meetings, engage neutral third parties, or employ other mutually agreed upon dispute resolution models intended to produce a mutually acceptable resolution. The Board of Directors shall render a written decision within fifteen (15) business days following either: 1) the first Board Meeting following submission of the required documents; 2) conclusion of any additional meetings convened by the Board, or; 3) conclusion of any other dispute resolution procedures employed. The decision shall be delivered to the grievant(s) and copied to the Union.

Step Six

In the circumstance of a suspension exceeding twenty-four (24) hours, demotion, or termination of a Member, if the written decision of the Board of Directors does not satisfactorily settle the grievance, the Union shall, on behalf of the aggrieved Member(s), submit the matter to the IAFF L2665 3rd District Vice-President for non-binding arbitration. The Union shall, within fourteen (14) calendar days, provide the District with a written arbitration request, signed by the Local President, or designee, of Local 2665, IAFF.

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 may 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 practical after the hearing and in no event later than 45 days from receipt of any briefs. Both the District and the Union shall share the cost of the arbitrator.

Step Seven

After the decision of the Arbitrator has been submitted to all parties, the Union and the Board shall meet at the next regularly scheduled board meeting, not to exceed ten (10) business days, to discuss the decision of the Arbitrator. At this meeting the Board of Directors shall issue a decision whether to accept or reject the decision of the Arbitrator. Within ten (10) business days, a written decision from the Board of Directors shall be delivered to the grievant(s) and Union.

Time Limits

The time limits established in this Section may be changed by mutual, written and signed consent of the District and Union.

Section 2.10 – Food Kitty and Staples

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.

All shift employees shall contribute by payroll deduction to the maintenance of a staples fund for the purpose of providing shared items and services at the stations. The Union shall certify to the District the amount to be withheld and those funds shall be forwarded to the Shop Treasurer for disbursement to the stations.

Section 2.11 - Minimum Staffing Requirements

The District shall staff all front-line fire apparatus with, at minimum, one Captain/RC, one Engineer/RE, and one private. At least one Member of every fire company shall be a paramedic. The requirements of this provision do not prohibit the District from adjusting staffing to meet District needs provided that staffing levels less than described may not generally be maintained for greater than six hours.

All ALS ambulance units shall be staffed by a minimum of two (2) paramedics.

Rescue apparatus shall be staffed as has been noted in LMAs and are subject to modifications deemed optimal for District operations and service provision.

Seniority Staffing and Engine House Assignments:

Shift Employees shall be allowed to pick an engine house and truck assignment based on seniority within their given classification on a minimum of an annual basis. House and truck assignments selections may also occur during other times of the year should an opening result in the need for selections to be made. The picking process shall be conducted by the bargaining unit. All assignments must meet the District's Staffing and Operational Guidelines set forth by the District.

Section 2.12 – Constant Staffing

The District agrees to the constant staffing program. The program shall be governed by the District and managed by the Union.

The District shall:

1. Determine the number of constant staffing positions authorized per 24-hour shift, the minimum being one (1) per day.
2. Agree that all Shift Personnel may participate.

The Union shall:

1. Manage the scheduling of personnel
2. Establish guidelines for the program and a selection process for the picking of days

The Employees recognized within this bargaining agreement agree to work any additional CS shift hours at their current Base Wage, up to 182 hours worked within a pay cycle. For any hours worked by an Employee beyond 182 in a FSLA pay cycle, the District shall pay half-time to that Employee.

ARTICLE 3

COMPENSATION

Section 3.01 – Wages

- A) From January 1, 2023 through December 31, 2025, “Base Rate” for employees is established according to Table 1 below. The “Base Rate” and accompanying hourly rate as noted in Tables 1 and 2 below are effective the first day of the pay period associated with the second pay date in January.
- B) Employees shall be paid bi-weekly during the period covered under this Agreement at amounts to be calculated based on the employees current Base Rate, as follows:
 - 1. Bi-weekly base pay shall be determined by dividing the Table 1 Base Rate by the annual number of pay periods.
 - 2. For employees in Job Classification designated as “Shift Personnel,” the Table 2 Base Wage shall be determined by dividing the Table 1 Base Rate by two thousand nine hundred twelve (2,912) hours. The Base Wage shall be used in the calculation of any compensation that is in addition to base pay.
 - 3. For employees in Job Classification designated as “Administrative Personnel,” the Table 2 Base Wage shall be determined by dividing the Table 1 Base Rate by two thousand and eighty (2,080) hours. The Base Wage shall be used in the calculation of any compensation that is in addition to base pay.
- C) Newly hired Shift Personnel shall be paid a starting salary which is equal to sixty percent (60%) of the Base Rate for their pay scale. Upon completion of year one (1), the member will advance to seventy percent (70%) Base Rate for their pay scale. Upon completion of year two (2), the member will advance to eighty percent (80%) Base Rate for their pay scale. Upon completion of year three (3), the member will advance to ninety percent (90%) Base Rate for their pay scale. Upon the completion of year four (4), the-member shall be paid the full Base Rate for their pay scale.
- D) Newly hired Administrative Personnel shall be paid a starting salary which is equal to eighty percent (80%) of the Base Rate for their pay scale. Upon completion of year one (1), the member will advance to ninety percent (90%) of Base Rate for their pay scale. Upon completion of year two (2), the member shall be paid the full Base Rate for their pay scale.
- E) For any year following December 31, 2025, in which this Agreement remains in force, Base Rate shall be calculated as follows:
 - 1. For any year in which the District and/or the Union shall file a Notice of Economic Negotiation no later than September 1st of the prior year, the Base Rate shall be adjusted either:
 - a. In accordance with a negotiated agreement, or;
 - b. Should the District and/or Union propose no increase in the Base Rate, and no other agreement is reached, the Base Rate shall be frozen for the subsequent calendar year;
 - c. Any agreement reached shall be memorialized as an Addendum to this Agreement.

Table 1 – Base Rate

Rank/Title	2023	2024	2025
Private	\$96,995.17	\$100,874.98	\$104,909.98
Engineer	\$98,151.68	\$102,077.75	\$106,160.86
Captain	\$105,908.23	\$110,144.56	\$114,550.35
EMS Captain	\$105,908.23	\$110,144.56	\$114,550.35
Administrative Assistant:	\$60,951.38	\$64,831.19	\$68,866.19
General Office Specialist:	\$53,311.15	\$57,190.96	\$61,225.96
Maintenance Worker:	\$69,785.49	\$73,665.30	\$77,700.30
Mechanic:	\$87,452.65	\$91,332.46	\$95,367.46
Inspector:	\$96,995.17	\$100,874.98	\$104,909.98

Table 2 – Base Wage

Rank/Title	2023	2024	2025
Private:	\$33.31	\$34.64	\$36.03
Engineer	\$33.71	\$35.05	\$36.46
Captain:	\$36.37	\$37.82	\$39.34
EMS Captain	\$36.37	\$37.82	\$39.34
Administrative Assistant:	\$29.30	\$31.17	\$33.11
General Office Specialist:	\$25.63	\$27.50	\$29.44
Maintenance Worker:	\$33.55	\$35.42	\$37.36
Mechanic:	\$42.04	\$43.91	\$45.85
Inspector:	\$46.63	\$48.50	\$50.44

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

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 on the preceding Friday (Good Friday).

The District shall pay the sum of two hundred fifty dollars (\$250.00) 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 Wage of pay for that classification. The District shall attempt to appoint lower-ranking employees to relieve higher classifications when a higher-ranking employee is absent from duty. Relief positions are determined in Section 2.06 of this Agreement. Except as otherwise specifically agreed between the District and the Union, the District further agrees to pay an employee according to the Base Wage 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 Staffing personnel based on guidelines set forth for each program.

Employees that have completed the most recent promotional process for the below listed ranks and are presently listed on a District produced promotional ranking list shall receive premium pay. The premium shall be applied to all hourly wages the employee receives, both actual hours worked as well as hours applied to an employee's leave benefits outlined, except for those hours spent working in a higher classification for which the employee receives a differential to the higher base wage. In accordance with FLSA, the premium will be applied to the base wage for the purposes of calculated overtime or half-time.

- Relief Battalion Chief: \$0.36/hour
- Relief Captain: \$0.36/hour
- Relief EMS Captain: \$0.36/hour

Relief Engineers shall not receive premium pay, but will receive a differential for hours worked at a higher classification as noted above. Employees are not permitted to combine or stack premiums and/or differentials, such that, for example, a Relief Captain who is also a Relief Engineer, who works as an Engineer, is paid at the rate of a Relief Captain for his/her Engineer work.

Section 3.04 - Longevity Pay

All covered employees shall receive longevity pay as hereafter provided:

For the first four (4) completed years of employment with the District there shall be no longevity pay. After the completion of four (4) 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 three hundred dollars (\$300.00) per year of service. The maximum longevity pay for any covered employee shall be six thousand dollars (\$6,000.00) 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 pro-rated 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 accordance with Policy #1032. As part of the uniform, the District shall provide a uniform and hat badge to all newly hired and promoted uniformed employees.
 1. Maintenance, and Mechanic personnel shall receive nine hundred dollars (\$900.00) store credit.
 2. Administrative Assistants and General Office Specialists shall receive six hundred dollars (\$600.00) store credit.
 3. Fire Inspectors and Shift employees shall receive nine hundred dollars (\$900.00) store credit; except that,
 - a. Shift employees in orientation shall not receive store credit for the calendar year in which they are hired. The District will provide a complement of uniforms from a District-approved vendor, to include, Class A uniform without the trench coat, two (2) pair of station pants, four (4) station wear T-shirts, one (1) short sleeve polo-style shirt, one (1) performance soft-side jacket, and one hundred twenty-five dollars (\$125.00) footwear allowance. Should the employee in orientation have a separation of employment with the District within their orientation period, he/she must return the Class A uniform compliment to the District.
 - b. Fire Inspectors in orientation shall not receive store credit for the calendar year in which they are hired. The District will provide a complement of uniforms from a District-approved vendor, to include, Class A uniform without the trench coat, five (5) pair of station pants, two (2) station wear T-shirts, three (3) short sleeve polo-style shirt, one (1) performance soft-side jacket, and one hundred twenty-five dollars (\$125.00) footwear allowance. Should the employee in orientation have a separation of employment with the District within their orientation period, he/she must return the Class A uniform compliment to the District.
 - c. Both Fire Inspectors and Shift employees in orientation shall receive nine hundred dollars (\$900.00) store credit in the calendar year following their start date, provided their start date is prior to 12/1. Those new employees whose start date is between 12/1 and 12/31, will not receive their first uniform allowance until 1/1, after completing 12 months of employment with the District.
 4. Those experiencing a promotion during the calendar year resulting in a rank/division change shall receive an additional five hundred dollars (\$500.00) store credit for the sole purpose of updating their uniforms to their new rank/position.
- B. Employees may wear the IAFF approved logo on their uniform apparel.
- C. A uniform committee consisting of one (1) staff officer and one (1) employee designated by the Union shall 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.
- 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 ACLS, 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.
- C. Educational benefits for 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.

Educational benefits shall include reimbursement for tuition, required course fees and necessary course materials including books for each course. Advanced written approval 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 "C" or above for Bachelor Degree, "B" or above for a Master's Degree, or in the instance of courses not graded with the traditional letter grading system, a passing grade. Such passing grade shall be deemed acceptable by the learning institution toward completion of a degree.

- 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. Special training sessions may be scheduled outside the foregoing hours when the nature of such training so requires.
- 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. However, if the nature of the training requires temperatures below forty (40) degrees, such as ice rescue training or other specialty rescue training hosted by an outside training entity where the District has paid tuition for an employee to attend, the District may deviate from the above requirement provided that it gives due regard for the safety of employees and their ability to perform their duties post-training. Also, if specific training is required for the purposes of local, state, or national compliance (such as ARFF training) or other specialty rescue training hosted by an outside training entity where the District has paid tuition for an employee to attend when the temperature/heat index is above ninety (90) degrees Fahrenheit and cannot be reasonably rescheduled, the District may deviate from the above requirement provided that it gives due regard for the safety of the employees and their ability to perform their duties post-training. The maximum temperature/heat index at which the District may deviate from the above requirement will be no greater than ninety-seven (97) degrees Fahrenheit. Temperatures/heat indexes between ninety (90) and ninety-seven (97)

degrees Fahrenheit will require no greater than two work/rest cycles of twenty (20) minutes work/forty (40) minutes rest.

- F. The District shall continue its in-house training program for paramedics, EMT's and firefighters.
- G. An employee attending Summer or Winter fire school, Missouri Division of Fire Safety offered classes, advanced firefighting, or EMS training classes shall receive an allowance of one hundred dollars (\$100.00) per day for expenses associated with attendance, meals, and lodging, 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 Headquarters building located at 13725 Olive Blvd., Chesterfield, Missouri 63017. Said allowance will be considered taxable income to the recipient unless (s)he provides receipts to offset the allowance, and returns any unused portion of the allowance to the District.

Section 3.07 - Certifications and Licenses

A. PARAMEDIC/EMERGENCY MEDICAL TECHNICIAN

The District shall provide for the continuing educational needs, to include any certifications required by the District's Medical control physician, of all personnel maintaining a paramedic or EMT license. Courses that must be taken off duty shall be compensated at time and a half.

B. SPECIAL OPERATIONS

Employees shall be compensated for all hours of attendance for off-duty courses at time-and-a-half should the following conditions be met:

1. The employee must be assigned to an apparatus requiring special operations certifications
2. The employee must be seeking to obtain or maintain certifications required by the District Staffing Guideline or other policy in order to maintain staffing of a particular position
3. The course must be delivered in any of the following counties: St. Louis (MO), St. Charles (MO), Lincoln (MO), Jefferson (MO), Monroe (IL), Madison (IL), St. Clair (IL)
4. The course must be pre-approved by the Deputy Chief of Training and the Assistant Fire Chief

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 by the District his regular salary for sixteen (16) weeks per injury, less any monies 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.
- 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/her as payment under the Workers' Compensation Laws of the State of Missouri. No employee will be eligible for the two-thirds (2/3) benefit until after using all accrued vacation, Kelly days, earned Kelly days, and sick leave benefit, in the order most beneficial to the employee, should vacation, Kelly days, earned Kelly days, or 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.
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 Agreement will continue to be paid by the District.
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. 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 employee's classification, until this disabled 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.
5. Medical Leave as noted in Section 4.06. A., time will run concurrently with the initial two (2) year period while disabled on duty.

Section 3.09 - Health and Welfare / Employee Assistance Program /Light Duty

A. HEALTH AND WELFARE & EMPLOYEE ASSISTANCE PROGRAM

1. The District shall pay premiums equal to or exceeding the current insurance plan in order to provide benefits which shall include a major medical plan, dental plan, 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.
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.
3. The District's group life insurance coverage will be maintained at ten thousand dollars (\$10,000) for employees covered by this Agreement 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.

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 employees 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.
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 employees who might have a substance or alcohol abuse problem. The covered employees agree to a drug and alcohol abuse policy generated out of the joint Labor-Management Committee, which, as of the effective date of ratification of this Agreement, the Monarch Drug and Alcohol Policy, 5012, shall be the controlling policy until replaced by a successor policy by JLM. 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.
6. Employee Assistance Program

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.
- * 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.

B. LIGHT DUTY ON & OFF DUTY INJURIES/ILLNESSES

The District agrees to maintain a policy on Light Duty, including but not limited to, a Light Duty policy which includes injuries/illnesses that happen both on and off duty.

Section 3.10 - Retiree Benefits

This shall be a separate resolution agreed upon from this Agreement. 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.

ARTICLE 4

LEAVE TIME

All benefits provided by leave time will be specific and unique to each type of leave. Leave that must be taken concurrently will default to the benefits associated with the primary leave program and defined within the section specific to that type of leave time.

Section 4.01 - Emergency Leave

Employees shall be permitted to take emergency leave, with pay, immediately after notifying their immediate supervisor and with proper notification to, as appropriate, either their Division Head or the on-duty 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, but are not limited to: 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 or the Division Head – or his/her designee. 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 or normal work hours. 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 to sick time. The employee shall contact their immediate supervisor, Battalion Chief, or Division Head – or his/her designee – 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. Shift personnel may receive an additional eight (8) hours compensated at the discretion of the Battalion Chief. The Battalion Chief or Division Head – or his/her designee – will use any means necessary to allow an employee immediate emergency leave. To allow shift personnel 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

SHIFT PERSONNEL

- A. During the period of this Agreement, all covered employees shall be credited a total of six (6) sick leave days, with regular pay, per year, (of which two (2) days may be used as 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.
- B. Employees in orientation 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.

- C. Maximum Number of Sick Leave Days an Employee can accumulate will be a total of no more than sixty (60) days; those currently 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 Agreement. Individuals who have sick leave days exceeding sixty (60) days can sell those extra days at 100% of base salary up to a maximum of six (6) days annually.
- D. Any employee who has an accumulation of at least thirty (30) sick leave days on December 31st of a given year may elect to sell up to six (6) days at 100% base wage in accordance with Table 2 in Section 3.01.

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

- E. Employees demonstrating good stewardship of the sick leave/personal leave program shall receive up to two (2) additional Earned Kelly days as follows:

Use of no more than 48 hours of sick leave:	2 Earned Kelly days
Use of 49 - 72 hours of sick leave:	1 Earned Kelly day

- F. The sick leave provisions are subject to the following conditions:

1. Any employee who must miss work due to an illness or other unavoidable cause shall notify the District prior to the time of reporting for duty. Employees may be required to furnish the District with a certificate from a qualified medical physician showing that they are physically able to return to work if the sickness extends beyond two (2) successive shift days.
2. The District reserves the right to require the employee to obtain a certificate showing his/her incapacity to work from a medical physician selected by the District, if the sickness extends beyond two (2) consecutive shift days.

Any employee who abuses or violates the sick leave provisions contained in this Agreement 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 2.09 of this Agreement.

3. For the purposes of this Agreement, employees that elect to use sick leave, that is not properly declared to be a personal day, shall be considered to be on sick leave until they have worked a day. The succession of sick leave days shall not be considered to be broken by the insertion of a trade day or any other type of earned time off authorized by this Agreement. Attempts to avoid proper notification of the District of the need for sick leave which extends beyond two (2) successive days shall be considered abuse of the sick leave provision.
4. Employees that anticipate the need for the use of greater than two (2) successive sick days must notify the District as soon as is practicable and shall comply with applicable provisions of both the "Family and Medical Leave Act" and the medical leave provision of this Agreement (Section 4.06).

ADMINISTRATIVE PERSONNEL

- A. During the period of this Agreement, all covered employees shall be credited a total of ten (10) 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.

- B. Employees in orientation 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.
- C. Maximum Number of Sick Leave Days an Employee can accumulate will be a total of no more than ninety (90) days; those currently 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 Agreement. Individuals who have sick leave days exceeding ninety (90) days can sell those extra days at 100% of base salary up to a maximum of six (6) days.
- D. Any employee who has an accumulation of at least sixty (60) sick leave days on December 31st of a given year may elect to sell up to ten (10) days at 100% base wage in accordance with Table 2 in Section 3.01.

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

- E. Employees demonstrating good stewardship of the sick leave/personal leave program shall receive up to two (2) additional Personal Days as follows:

Use of no more than 16 hours of Sick Leave:	2 Personal Days
Use of 17-24 hours of Sick Leave:	1 Personal Day

- F. The sick leave provisions are subject to the following conditions:

- 1. Any employee who must miss work due to an illness or other unavoidable cause shall notify the District prior to the time of reporting for duty. Employees may be required to furnish the District with a certificate from a qualified medical physician showing that they are physically able to return to work if the sickness extends beyond three (3) successive shift days.
- 2. The District reserves the right to require the employee to obtain a certificate showing his/her incapacity to work from a medical physician selected by the District, if the sickness extends beyond three (3) successive shift days.

Any employee who abuses or violates the sick leave provisions contained in this Agreement 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 2.09 of this Agreement.

- 3. For the purposes of this Agreement, employees that elect to use sick leave, that is not properly declared to be a personal day, shall be considered to be on sick leave until they have worked a day. The succession of sick leave days shall not be considered to be broken by the insertion of any other type of earned time off authorized by this Agreement. Attempts to avoid proper notification of the District of the need for sick leave which extends beyond three (3) successive days shall be considered abuse of the sick leave provision.
- 4. Employees that anticipate the need for the use of greater than three (3) successive sick days must notify the District as soon as is practicable and shall comply with applicable provisions of both the "Family and Medical Leave Act" and the medical leave provision of this Agreement (Section 4.06).

SICK LEAVE RETIREMENT PROGRAM

- A. Upon retirement, provided that no less than thirty (30) days written notice of intent to retire has been provided to the District, eligible employees may elect to use their remaining sick leave balance in one of the following ways:
1. The employee may elect for a single payout of all remaining sick leave at 100% of base wage, subject to applicable payroll taxes.
 2. The employee may elect to use their remaining balance to establish a formal retirement date from the District beyond their final working day. Employees who elect this option shall be subject to the following conditions and limitations:
 - a. During the interval between the employee's final working day and their formal retirement date from the District, they shall receive their normal bi-weekly base pay, in effect at the time each payroll is processed, subject to applicable payroll taxes.
 - b. Employees shall continue to receive health and welfare benefits in accordance with Section 3.09 of the Agreement; which shall include a major medical plan, dental plan, vision plan, and prescription drug provision. Employees shall also receive group/individual life insurance as afforded by the current insurance provider, through continued enrollment or provider-established waiver; except that in the event the District shall change providers and enrollment is prohibited on the new plan.
 - c. Employees shall not continue to accrue any other benefits, to include sick leave, vacation, Kelly Days, or Holidays. In the pay period following the employee's final working day, they shall receive any longevity owed to them and calculated up through their final working day. Longevity shall not be accrued during the period following the employee's final working day until the exhaustion of their sick leave and formal retirement date.
 - d. Employees may not be considered for any duty assignment following their final working day, including overtime, constant staffing, or trade time.
 - e. Employees may not use other leave benefits to further defer their retirement date, including funeral leave or emergency leave, except as may be required to comply with FMLA, workers compensation law, or the medical leave provision of this Agreement.

B. Sick Day Retirement Incentive Eligibility:

To be eligible to participate in the Sick Day Retirement Incentive Program, an employee must have reached their 50th birthday prior to their final day of work.

C. Non-Retirement Separation:

An employee that voluntarily separates from the District prior to his/her 50th birthday shall be compensated for their remaining sick day balance at a rate of \$250/day.

Section 4.03 - Court and Jury Duty

- 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.

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 ½) 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 shall be granted leave without 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 (3) shift days off and administrative personnel shall be granted five (5) shift 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; live-in mate’s son, daughter, mother, father, sister, or brother), shift personnel shall be granted two (2) days off and administrative personnel shall be granted three (3) 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 in conjunction with consultation with a Shop Steward. Any payment made thereunder 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/Kelly Days/Personal Days

SHIFT PERSONNEL

A. VACATIONS

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

<u>Length of service</u>		<u>Vacation Days</u>
1st year	(0001-0365 Days)	00 Shift Days per year
2nd year and 3rd year	(0366-1095 Days)	03 Shift Days per year
4 th year thru 6 th year	(1096-2190 Days)	06 Shift Days per year
7 th year thru 9 th year	(2191-3285 Days)	09 Shift Days per year
10th year thru 14th year	(3286-5110 Days)	12 Shift Days per year
15th 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 vacation days in the anniversary's calendar year. This additional 3 days shall be picked at the completion of the shift's vacation picks. The employee shall have the option of picking the days as single picks if the vacation calendar allows.

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

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' 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 two (2) 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 2.01 of this Agreement. Odd or bonus days shall be picked after all employees have selected their full tour vacations. 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 two (2) day increments to sick days, but only if the employee has used all of his accumulated sick days.

B. KELLY DAYS

Each shift employee shall be entitled to four (4) noncumulative 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. Kelly day usage will be based on staffing needs of the District and may be re-scheduled to meet minimum staffing requirements. A Labor Management Agreement will be enacted to reconcile any unused Kelly days from the previous calendar year if due diligence was afforded in attempting to utilize the time off and Kelly days remained unawarded.

ADMINISTRATIVE PERSONNEL

A. VACATIONS

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

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

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

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 five (5) 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. 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.

B. PERSONAL DAYS

Each administrative employee shall be entitled 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 Agreement 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 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, Kelly day pay, personal day 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 and welfare benefits for employees on a medical leave as for active employees for a period of two (2) years, in accordance with Section 3.09 of the Agreement; which shall include a major medical plan, dental plan, vision plan, and prescription drug provision. Employees shall also receive group/individual life insurance as afforded by the current insurance provider, through continued enrollment or provider-established waiver; except that if the District shall change providers and enrollment is prohibited on the new plan. 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 sole discretion of the Fire Chief, 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. Failure to return from personal leave by the assigned return date or falsifying leave application during this leave shall be deemed a voluntary resignation.
- C. **Family Medical Leave Act of 1993.**
- D. **Suspension:** An employee who has been suspended for greater than ninety (90) calendar days 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.

Section 4.07 – Military Leave

Employees of the District, who are also members of the Armed Forces of the United States of America, to include Active Duty, Reserves, and/or National Guard, shall be granted Military Leave upon proper military orders, and submitted to the District, with notification made to the Battalion Chief and Human Resources Director, in advance of the leave request. The District shall conform to all requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). The District shall develop and maintain a military leave policy to ensure the consistent and equal handling of questions and concerns that may arise through interpretation of USERRA.

ARTICLE 5

CONDITIONS OF THE AGREEMENT

Section 5.01 - Savings Provision

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, by any court or by reasons of any existing or subsequently enacted legislation the remaining parts or portions of this Agreement shall remain in full force and effect and the provisions of this Agreement shall be amended so as to render the provision in question in compliance with applicable law as close to the original intent of the parties as possible.

Section 5.01.A – Directives from Authorities having jurisdiction, such as, St. Louis County Department of Health may contradict and/or supplement this Agreement; and require compliance by the Monarch Fire Protection District. Joint Labor-Management will immediately meet and confer upon receipt of such directive to ensure transparency and compliance with such directive.

Section 5.02 - Period of the Agreement

This Collectively Bargained Agreement shall take effect as of January 1, 2023 and shall continue in full force and effect for a period of approximately three (3) years up to and including December 31, 2025.

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 CBA negotiations between the District and the Union 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

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 Agreement

The following individuals by endorsing this Agreement represent that they are authorized agents of the Union or the District with the authority to express the approval of the terms and provisions of this Agreement on behalf of the Professional Firefighters of Eastern Missouri, IAFF Local 2665, or the Monarch Fire Protection District.

Signature Page



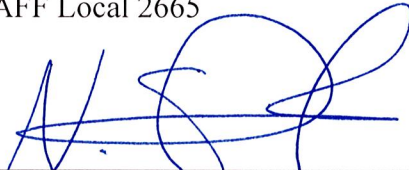
Rick Gans, President
Monarch Fire Protection District



Mark Kraatz, Shop Steward
IAFF Local 2665



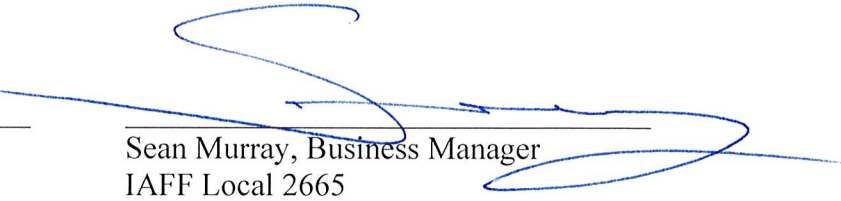
Robin Harris, Treasurer
Monarch Fire Protection District



Nick Smith, Shop Steward
IAFF Local 2665



Jean Millner, Secretary
Monarch Fire Protection District



Sean Murray, Business Manager
IAFF Local 2665