

**MINUTES OF THE SPECIAL OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
MARCH THIRTIETH, TWO THOUSAND TWENTY-THREE**

The Board of Directors for the Robertson Fire Protection District met in a special session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 6pm on March 30, 2023. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director
Steve Field, Treasurer/Director
Maggie Sieve, Secretary/Director
Theo Brown, Chief
Adam Long, Assistant Chief
Matt Hoffman, District Attorney

Representing the workers:
John Duffy, IAFF 2665 representative
Matt Anderson, Shop Steward
Will Herman, Asst. Shop Steward

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

Director Guyton gave introduction to the reasons for the special meeting and IAFF negotiations.

Board requests changes to Article 6.

Board requests changes to Article 7.

Board requests changes to Article 10.

Board requests changes to Articles 14, 15, 16, & 17.

Board requests changes to Article 31.

Board requests changes to Article 34.

Board requests changes to Article 38.

Board requests changes to Articles 41 & 44.

Board requests changes to Article 42.

Board requests changes to Article 50.

Board requests changes to Article 56.

Board requests changes to Article 60.

Board requests changes to Article 61.

Board requests changes to Article 63.

Board requests changes to Article 64.

Director Guyton called for a recess at 6:41pm.

Director Guyton reopened the meeting from recess at 7:10pm.

The Union representatives accept changes to Articles 6, 14-17, 41, 42, 44, and 56. Union reps requested verbiage clarification to Articles 41 and 44.

The Union representatives requested verbiage changes to Articles 7, 10, 34, 38, 50, 56, 60, 61, and 63.

The Union representatives requested any changes to Articles 31 and 64 be discarded.

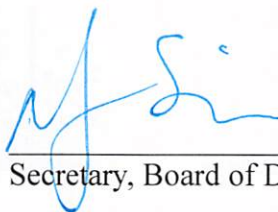
The next open negotiation meeting will be April 20, 2023 at 6pm to held at 12641 Missouri Bottom Rd, Hazelwood, MO 63042.

The backup meeting will be May 4, 2023.

ADJOURNMENT

Director Field made a motion to adjourn this special open meeting, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Meeting adjourned at 8:24pm.



Secretary, Board of Directors



President, Board of Directors

Robertson Fire Protection District

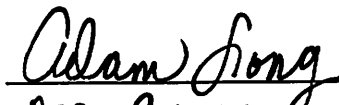
Notice of Special Meeting

Please take notice that the Board of Directors of the Robertson Fire Protection District shall hold a Special Board meeting at 6:00 p.m. on March 30th, 2023 at 12641 Missouri Bottom Road, Hazelwood MO 63042.

The purpose of this meeting is for negotiation with I.A.F.F Local 2665 labor negotiations over a new labor contract for employees. The meeting will be held in person and on Zoom.

For more information and zoom link please visit Robertson Fire Protection's website at rfpd.org.

Posted this 29th day of March, 2023 at 11:41 p.~~a.m.~~ by:


ASST. CHIEF

Adjustments to the CBA side agreement

Article 6: Substance Abuse and E.A.P.

Rewrite last line: The labor management committee may *recommend* changes to the drug and alcohol policy to the Administration and Board of Directors.

Article 7: Union Representation

Remove last line.

Article 10: Committee System

Rewrite 2nd paragraph 2nd sentence: These committees will be comprised of an odd number of members (suggested 3 to 7 members), to exclude the Fire Chief but to include at least one member of the Administration. The purpose of these committees is to make *recommendations* to the Administration and Board of Directors on: the short and long term goals of the District, labor management issues, large item purchases, equipment and staffing needs, policy development, rules and regulations development, and operational finances and budgetary needs of the District. All meetings are to have a record of meetings minutes kept in a binder and another copy kept digitally.

Committees in the CBA

Planning Committee

Budget Committee

Labor Management Committee

Actual Committees

Planning Committee (11 members)

Budget Committee (doesn't exist)

Labor Management Committee (8 members)

Stand Operating Guidelines (6 members)

Equipment/ Truck (10 members)

Public Relations (6 members)

EMS/Safety (7 members)

Benefits/Pension/Grants (8 members): To be replaced by Pension Board of Trustees, Suggested: Grants Committee

Articles 14, 15, 16, & 17: Leave

Once leave is scheduled, an employee cannot be called for or accept overtime of any kind by a Battalion Chief. In case of an emergency, the Assistant Chief or Fire Chief may make an exception.

Article 31: Deferred Compensation

Remove last two sentences.

Article 34: VEBA

Rewrite article: The Employer agrees to set up a Voluntary Employee Beneficiary Association (V.E.B.A.) account for all active employees at the rate of \$300 per year, per employee.

(The rest of the paragraph is to be removed.)

Article 38: Overtime

Rewrite 3rd paragraph, 3rd sentence: Declining overtime will result in the employee being moved to the bottom of the call list.

Article 41: Clothing Allowance

Rewrite first sentence: Employees will receive \$100 per month to purchase and maintain District uniforms. Compensation will occur with the submission of receipts to the District quarterly.

Article 42: Sick Leave Incentive

Remove last line.

Article 44: Food Allowance

Rewrite to: Employees will receive \$250 annually in food allowance. Compensation will occur with the submission of receipts to the District quarterly.

Article 50: Rules and Regulations

Rewrite to: The Administration and Board of Directors will allow the review of all policies prior to implementation.

Article 56: Supplies

Rewrite article: The Employer agrees to let Employees obtain *necessary* supplies and/or food while on duty, in radio service.

Article 60: Shift Selection

Rewrite article: The District shall maintain a shift selection policy to be reviewed and recommended upon by the Labor Management Committee and to be decided on by the Administration and Board of Directors.

Article 61: Presumptive Illness

Rewrite article: The District shall maintain a Presumptive Illness policy to be reviewed and recommended upon by the Labor Management Committee and to be decided on by the Administration and Board of Directors.

Article 63: Duration of Agreement

Rewrite article: This agreement will expire December 31, 2023.

Article 64: Management Rights

Rewrite article: The District shall have exclusive right to manage the business and direct employees.

Page 54

577 S.W.2d 54
John GERMANN et al., Appellants,
v.
CITY OF KANSAS CITY, Missouri, a
Municipal Corporation, et
al., Respondents.
No. KCD 29510.
Missouri Court of Appeals, Kansas City
District.
Nov. 27, 1978.
Motion for Rehearing and/or Transfer
Denied Jan. 31, 1979.

Lawrence F. Gepford, Kansas City, for appellants.

Harry L. Browne, Kansas City, for respondents.

Before SOMERVILLE, P. J., and DIXON and TURNAGE, JJ.

TURNAGE, Judge.

John Germann, George P. Smith, William T. Pelletier and Local 42 of the International Association of Firefighters filed suit against the City of Kansas City for a declaration that Ordinance No. 46749 was void because it excluded battalion chiefs of the fire department from joining the same union as rank and file members of the fire department. The trial court found the ordinance to be valid and Germann and the other plaintiffs appeal. Affirmed.

The parties stipulated to the following facts. For a number of years all firefighters employed by the fire department of Kansas City have been members of Local 42 except for the fire chief. As of July 1, 1976, the fire department consisted of one fire chief, two deputy fire chiefs (3 authorized), 18 battalion chiefs (21 authorized), 153 captains (162 authorized) and 685 fire apparatus operators and firefighters. In addition, there was one chief fire prevention inspector who supervised 10 inspectors, one superintendent of

garage who supervised 13 employees, and one supervisor of alarm who supervised 18 employees.

From 1966 until October, 1975, Local 42 engaged in six slowdowns or partial work stoppages. In these instances the union members refused to perform certain functions and in some instances called in sick rather than reporting for duty. In October, 1975, Local 42 voted to engage in a complete strike with all of its members refusing to perform any services. This left the City with only one professionally trained firefighter, the fire chief, on duty for a period of four days. During this time some deputy chiefs and battalion chiefs were individually requested to report for duty but refused.

After this complete work stoppage, the City and Local 42 entered into a memorandum

Page 55

of understanding whereby pay raises were provided and those employees designated as supervisors were prohibited from belonging to a labor organization which also admitted to membership employees they supervised. Deputy chiefs and battalion chiefs were included in the definition of supervisors. In July, 1976, the city council of Kansas City adopted Ordinance 46749 to implement the agreement between the City and Local 42. This suit was filed to challenge the validity of provisions of the ordinance prohibiting battalion chiefs, as supervisors, from joining the same union as rank and file employees of the department.

In their petition the Local and the three battalion chiefs alleged the ordinance denied the battalion chiefs their constitutional rights under the First, Ninth and Fourteenth Amendments of the United States Constitution and was, therefore, void because it prevented exercise of their right of freedom of association by unjustly and severely limiting their right to belong to the labor organization of their choice. The petition further alleged the ordinance was invalid because it impinged upon the right of the battalion chiefs to

join the labor organization of their choice in contravention of § 105.510, RSMo 1969.

The trial court made the following findings of fact and conclusions of law: (1) governmental employers have the right to prevent supervisors from being a part of the union which represents the employees they are required to supervise; and (2) in view of the organization of the fire department, the organization and disciplinary rules of the International Association and Local 42, the history of labor-management controversies involving Local 42, and general management needs for the undivided loyalty of supervisors, there existed a governmental interest of sufficient importance to justify the limited and conditional restriction on freedom of association imposed on battalion chiefs by the ordinance. In its judgment the court relied on *Elk Grove Firefighters Local No. 2340 v. Willis*, 400 F.Supp. 1097 (N.D.Ill.1975) aff'd unpublished order 539 F.2d 714 (7th Cir. 1976).

On this appeal the chiefs and the Local continue their argument that the ordinance is void because it restricts the chief's constitutional right of freedom of association and because under § 105.510 they have a right to form and join labor organizations. In support of these contentions some question is raised in their brief as to whether or not the chiefs should be classified as supervisors. However, no contention was made in the petition or presented to the trial court concerning the propriety of classifying battalion chiefs as supervisors. Hence, such question is not preserved for review on this appeal. *Vineyard v. Vineyard*, 409 S.W.2d 712, 718(6) (Mo.1966).

This court finds the decision in *Elk Grove Firefighters*, *Supra*, persuasive to reject the contention that the ordinance denies the chiefs their constitutional rights by prohibiting their membership in the same union as firefighters under their supervision. In *Elk Grove* the court considered precisely this same issue concerning a village policy which prohibited fire department captains and lieutenants from belonging to the same union as rank and file firefighters. There also, the captains and lieutenants claimed this

policy infringed upon their First Amendment freedom of association rights. The court noted that although the village policy undoubtedly affected the parties' First Amendment rights, both as to membership in economic associations such as unions and in their capacity as public employees, such First Amendment rights are not without limit and the extent of such limits requires a balancing of the public interest which underlies the limitation. The court held at 400 F.Supp. 1100(6, 7):

Where the state seeks to limit First Amendment freedoms it must show (1) that a substantial, legitimate state interest (2) will in fact be served, and (3) that the limit imposed on First Amendment activities is the least drastic restriction of constitutional rights which will accomplish the state's purpose. *Shelton v. Tucker*, 364 U.S. 479, 81 S.Ct. 247, 5 L.Ed.2d 231 (1960).

Page 56

The village contended a conflict of interest would result if captains and lieutenants belonged to the same union as those they supervised, thus impairing the efficiency of the fire department and endangering the lives and property of the public. The court found that an efficient fire department is a legitimate and substantial state interest, particularly because firefighters must be available to act quickly and effectively to prevent the loss of life and property. The court, quoting from *Beasley v. Food Fair of North Carolina, Inc.*, 416 U.S. 653, 660, 94 S.Ct. 2023, 2027, 40 L.Ed.2d 443 (1974), stated, "(m)anagement, like labor, must have faithful agents," and then continued at 400 F.Supp. 1102:

To permit the officers to join and become subject to the discipline of a union in which they are outnumbered by firefighters by greater than a three-to-one ratio could deprive the Village of the undivided loyalty of the officers to which it is entitled.

The court then illustrated the inherent conflict of interest by hypothesizing a union position against involuntary overtime and a

decision by a supervisory official that such overtime was necessary for efficient operation of the department. The court noted that the officer ordering the overtime, as a union member, would be caught in a clash between his duty to the department and his duty to pursue union ends. The court, explaining this was the type of conflict the village policy sought to prohibit, concluded by stating at 400 F.Supp. 1103(9):

The Village cannot be told to wait and see whether any conflict develops in fact. The creation of a common union composed of rank and file firefighters and their superior officers poses a sufficiently serious threat of ineffective supervision based upon divided loyalties to warrant preventive action.

In holding the action of the village was the least restrictive means of serving the legitimate governmental purpose of maintaining an efficient fire department, the Elk Grove opinion noted that officers involved were not precluded from joining labor organizations which excluded rank and file firefighters.

In the case sub judice it was stipulated that Kansas City battalion chiefs were charged with responsibility for evaluation of employees under their supervision and under certain circumstances could make other work assignments and order employees under their direction to work overtime. Evaluation of employees is a significant responsibility because merit raises depend upon the results of such evaluations. It was further stipulated that in the absence of the chief of the fire department, a deputy chief acts as chief. In turn, in the absence of a deputy chief, including absence due to acting temporarily as fire chief, a battalion chief acts as deputy fire chief. In addition, during weekends and certain weekday hours, a battalion chief is the ranking officer on duty and is in charge of the fire department.

Clearly, the battalion chiefs occupy one of the most responsible positions in the Kansas City Fire Department and it is beyond question that an irreconcilable conflict of interest may well arise when they act as the officer in charge of the entire

department and hold union membership with the firefighters. Decisions which must be made objectively for the best operation of the department may be in opposition to a position assumed by the union.

For the reasons fully explained in Elk Grove, this court holds the prohibition of battalion chiefs from holding membership in the same union as the firefighters they supervise serves a legitimate state interest and the restriction of their First Amendment rights is the least drastic restriction to accomplish this purpose.

The remaining contention, that battalion chiefs have a right to belong to the union under § 105.510, has been fully answered by this court in Golden Valley Memorial Hospital District v. Missouri State Board of Mediation, 559 S.W.2d 581 (Mo.App.1977), where this court held the term "employee," as used in § 105.510, did not refer to every employee on the public payroll and that supervisors may be excluded from a labor

Page 57

bargaining unit representing public employees. Thus, assuming without deciding that § 105.510 applies to Kansas City, a constitutional charter city, such section does not prohibit the City from restricting supervisors from joining the same union as those they supervise.

The judgment is affirmed.

All concur.

**MEMORANDUM OF UNDERSTANDING
TO ESTABLISH A FRAMEWORK AND PROTOCOLS
FOR COLLECTIVE BARGAINING
BETWEEN
THE ROBERTSON FIRE PROTECTION DISTRICT
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 2665**

COMES NOW the parties, the Robertson Fire Protection District, hereinafter referred to as the “District” and the International Association of Firefighters Local 2665, hereinafter referred to as the “Union,” and, in an effort to continue the harmonious relationship and ensure the best possible outcome for both parties through the collective bargaining process, agree as follows:

WHEREAS the District acknowledges that the collective bargaining unit represented by the International Association of Firefighters, Local 2665 consists of the following: Full-time uniformed employees of the Robertson Fire Protection District, including Administrative Assistant and Specialist, excluding the Fire Chief and Assistant Chief; and

WHEREAS the parties agree that the Union is the exclusive collective bargaining representative for the employees identified above; and

WHEREAS the District acknowledges the Union’s right to collectively bargain on behalf of the employees it represents; and

WHEREAS the parties have an obligation to bargain in good faith with each other to the extent required by Missouri law; and

WHEREAS, in light of the Missouri Supreme Court's rulings in Independence National Education Association v. Independence School District, 223 S.W.3d 131 (Mo. en bane 2007); American Federation of Teachers v. Ledbetter, 387 S.W .3d 360 (Mo. en bane 2012); and Eastern Missouri Coalition of Police Fraternal Order of Police, Lodge 15 v. City of Chesterfield, 386 S.W .3d 755 (Mo. en bane 2012), the District and Union believe it is appropriate to establish a framework for employees to engage in collective bargaining; and

WHEREAS, the District and the Union believe it is necessary to engage in discussions in good faith and with the intent to reach a Collective Bargaining Agreement between the District and the Union; and

WHEREAS, when entering into discussions with any recognized labor organization, the District will do so with the understanding that any recognized labor organization will be the sole and exclusive collective bargaining representative for the eligible positions in any recognized bargaining unit for the purpose of collective bargaining on matters relating to wages, hours, and

other terms and conditions of employment; and

WHEREAS, the Circuit Court of St. Louis County has rendered numerous decisions related to the conduct it expects from both parties during the course of the collective bargaining process;

NOW, THEREFORE, BE IT AGREED BY THE DISTRICT AND THE UNION, as follows, that:

1. Both parties will meet on mutually agreeable dates and times with no less frequency than once per month, for a period of not less than one (1) hour per session, with a maximum of ninety (90) minutes, unless otherwise agreed to by both parties in writing. Both parties will meet until such time that a comprehensive Collective Bargaining Agreement has been reached. It is further agreed that each parties negotiating team will be permitted to caucus separately in the course of a negotiating session per mutual agreement; and
2. At each meeting, the time and date of the next meeting shall be scheduled, along with a back-up date in the event of an unforeseen cancellation. All bargaining sessions shall be held at District Headquarters unless otherwise agreed to by both parties in writing; and
3. Each bargaining team shall have a mutually agreed upon amount of representatives at each bargaining session with the understanding that the bargaining session shall not interfere with District business; and
4. The Union and District will electronically submit to each other no less than seven (7) business days in advance of each bargaining session any new, additional, or counter proposals; and
5. The parties agree that the members of the respective bargaining teams shall have the full authority to make proposals, agree to changes to proposals, and tentatively agree (TA) to items in the Agreement without consulting parties not on the bargaining team; and
6. Both parties will work diligently through the proposal in a professional and business-like manner, and shall initial each Section or Article of the proposal, including any handwritten edits, whenever a tentative agreement (TA) has been reached on the verbiage of said Section or Article at the time of agreement; and
7. If the bargaining teams for the District and the Union reach an agreement on a Collective Bargaining Agreement, the proposed Agreement will be submitted to the Robertson Fire District Board of Directors for consideration. At that meeting, the District Board will “approve,” “reject,” or “hold open” the Agreement for further discussion. Likewise, the proposed agreement will be submitted to the members of the bargaining unit for ratification or rejection; and
8. Should the parties, after engaging in good faith bargaining, determine that they are at an impasse on any open portion of the Collective Bargaining Agreement, then both parties may agree to engage in a dispute resolution process. Step 1 of that process shall be

mediation on the open items with a mutually agreed upon mediator selected from United States Arbitration & Mediation (USA&M) in St. Louis, Missouri, the cost of which shall be split evenly between both parties. If the impasse cannot be resolved with the assistance of a mediator, Step 2 of that process shall consist of the parties proceeding with the current litigation (Case #: 23SL-CC00733) in St. Louis County Circuit Court; and

9. The parties may enter into a Side Agreement to extend the prior “2022 Collective Bargaining Agreement” with effective dates of January 1, 2022, to December 31, 2022, with agreed upon exceptions identified in the Side Letter until December 31, 2023. If the Side Agreement is allowed to expire past this date, the parties shall proceed with the current litigation (Case #: 23SL-CC00733) in St. Louis County Circuit Court; and
10. All bargaining sessions shall be open to the public, recorded and/or streamed unless otherwise agreed upon by both parties with the specific reasons for a closed session to be in writing in an available public document.

This Memorandum of Understanding is hereby agreed upon on this, the _____ day of _____, 2023, by:

For the District

For the Union

Jennifer Guyton
Robertson Fire Protection District
Board Chairman

Matt Anderson
Shop Steward – IAFF Local 2665

MEMORANDUM OF AGREEMENT AND COLLECTIVE BARGAINING CONTRACT

BETWEEN THE ROBERTSON FIRE PROTECTION
DISTRICT AND THE INTERNATIONAL
ASSOCIATION OF EASTERN MISSOURI
FIREFIGHTERS, LOCAL 2665



Verbiage and Monetary Effective

Effective January 1, 2022 until December 31, 2022

TABLE OF CONTENTS:

<u>ARTICLE</u>	<u>NAME</u>
1.	PREAMBLE / RECOGNITION
2.	AGENCY SHOP
3.	PREVAILING RIGHTS
4.	DEFINITIONS
5.	HARASSMENT & DISCRIMINATION
6.	SUBSTANCE ABUSE & E.A.P.
7.	UNION REPRESENTATION
8.	DISCIPLINE / DISCHARGE & GRIEVANCE PROCEDURE
9.	SHOP MEETINGS & BULLETIN BOARDS
10.	COMMITTEE SYSTEM
11.	PAYROLL DEDUCTION OF DUES
12.	HOURS
13.	PAYDAY
14.	EMERGENCY LEAVE
15.	FUNERAL LEAVE
16.	JURY DUTY & COURT LEAVE
17.	VACATION LEAVE
18.	COMPENSATION TIME
19.	PERSONAL LEAVE DAYS
20.	MATERNITY / PATERNITY LEAVE & MATERNITY DUTY
21.	SICK LEAVE
22.	UNION BUSINESS LEAVE
23.	PERSONAL ACTIVITIES

24. PROBATION
25. DISABILITY INSURANCE & BENEFIT
26. LIGHT DUTY
27. ANNUAL MEDICAL EXAMINATIONS
28. HEALTH BENEFITS
29. HEALTH REIMBURSEMENT ACCOUNT
30. LIFE INSURANCE
31. DEFERRED COMPENSATION
32. RETIREMENT ELIG
33. V.E.B.A. ACCOUNT
34. PENSION
35. CALL IN PAY
36. SALARY
37. LONGEVITY PAY
38. OVERTIME
39. F.L.S.A. COMPLIANCE
40. WORKING OUT OF CLASSIFICATION & LEAD MEDIC
41. UNIFORM ALLOWANCE AND PROTECTIVE GEAR
42. SICK LEAVE INCENTIVE AND BUY BACK
43. ASSOCIATED ADJUSTMENT INDEX
44. FOOD ALLOWANCE
45. HOLIDAY PAY
46. EDUCATIONAL REIMBURSEMENT & BENEFIT
47. SHIFT EXCHANGE
48. PARAMEDIC TRAINING

- 49. TRAINING HOURS, CONDITIONS AND BENEFIT
- 50. RULES AND REGULATIONS
- 51. REVIEW OF EMPLOYEE FILE
- 52. PROMOTIONS
- 53. STAFFING LEVEL
- 54. PERSONNEL REDUCTION
- 55. RECREATIONAL FACILITIES
- 56. SUPPLIES
- 57. ECONOMIC CONDITIONS
- 58. SAVINGS CLAUSE
- 59. SUCCESSORS
- 60. SHIFT SELECTION
- 61. PRESUMPTIVE ILLNESS
- 62. FITNESS TIME OFF
- 63. DURATION OF AGREEMENT
- 64. MANAGEMENT RIGHTS
- NA DECLARATION OF AGREEMENT

PREAMBLE & RECOGNITION

Article 1

PREAMBLE:

This collective bargaining Agreement is between the Robertson Fire Protection District Board of Directors hereafter referred to as "Employer", and the Robertson Fire Protection District Shop of The Professional Fire Fighters of Eastern Missouri, Local 2665, of the International Association of Fire Fighters, AFL-CIO, hereafter referred to as the "Union", and will include "Employee(s)", both the Employer and Union hereafter referred to as "Parties", and shall be as follows:

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and Employees and their Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, benefits, and other conditions of employment for the members of the bargaining Union. This document shall supersede all general policies, rules, and regulations.

Furthermore, the Employer agrees to exact into law this Collective Bargaining Agreement, and all subsequent language or verbiage agreed to by the Employer and the Union, by enacting a resolution incorporating the Agreements, and Articles contained in this Collective Bargaining Agreement, thereby making these Agreements binding on all Parties. The members of the bargaining unit are entitled to "Due Process".

RECOGNITION:

The Union is the exclusive bargaining agent for all Employees of the Robertson Fire Protection District holding the rank of Battalion Chief or below, including the current Fire Marshal and Administrative Assistant. Future, forty (40) hour work week administrative positions of the District will not be part of the bargaining Union.

AGENCY SHOP

Article 2

Any present or future Employee of the bargaining unit who is not a member, and does not make application for membership may be asked to pay a monthly service charge to the Union, equal to one month dues, as a contribution towards the administration of this Agreement.

PREVAILING RIGHTS

Article 3

All rights, privileges, and working conditions enjoyed by the Employees at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement. No right, privilege, benefit, working condition, rule or regulation shall be changed for arbitrary or retaliatory reasons.

DEFINITIONS

Article 4

The definition of an Employee for the purposes of this Agreement shall be; any Employee currently receiving payroll compensation from the District. The definition of Support Staff includes 40 hour Employees; Fire Marshal and Administrative Assistant.

HARASSMENT & DISCRIMINATION

Article 5

The Employer agrees to develop and maintain District policies to eliminate all forms of harassment and discrimination in the work place. The Union shall jointly assist the Employer in the development and implementation of these policies. The Employer agrees not to discriminate against any Employee for activity on behalf of, or membership in the Union. Furthermore the Employer and the Union agree that there shall be no discrimination against any Employee because of race, color, age, religion, sex or sexual orientation.

SUBSTANCE ABUSE & E.A.P.

Article 6

The Employer agrees to provide an Employee Assistance Program (E.A.P.) for all Employees to utilize in a confidential manner. The E.A.P. shall provide, at a minimum, services designed to assist Employees in the areas of; drug and alcohol addiction, gambling, psychological, family, and financial problems. Furthermore the Employer agrees to provide assistance toward rehabilitation of substance abuse for any Employee who seeks the Districts help in overcoming addiction to, dependence upon, or problems with drugs or alcohol. The labor management committee will be responsible for maintaining a drug and alcohol policy for the District, and agree on future changes to this policy.

UNION REPRESENTATION

Article 7

Employees shall have the right at all times to have Union representation, and or legal counsel with The Professional Fire Fighters of Eastern Missouri, Local 2665, of the International Association of Fire Fighters approval, at any meeting or hearing. The bargaining unit Shop Steward, or his or her designee, may offer a Shop Stewards report during all open District board meetings. The Shop Steward, or his or her designee, may attend all closed board meetings pertaining to personnel, or

matters covered within this Agreement.

DISCIPLINE / DISCHARGE & GRIEVANCE PROCEDURE

Article 8

DISCIPLINE / DISCHARGE:

It is agreed that the Employer has the right to discipline or discharge an Employee, but only upon a showing of "Just Cause". Disciplinary matters shall be subject to the grievance procedures as outlined in this Article, which shall include binding arbitration.

A grievance is a dispute over the terms of this Agreement as it affects the hours, wages, and or any other conditions of employment regarding the contents or interpretations of this Agreement, rules and regulations, safety issues, and general personnel policies. Discipline and discharge of Employees are covered under this Article of the grievance procedure and subject thereto.

All members of the bargaining unit are entitled to Due Process. The term "Discipline" includes reprimands, suspensions with or without pay, reductions in rank, and dismissal or discharge from duty. The time limits set forth in this Article may be changed by mutual consent of both Parties of this Agreement.

GRIEVANCE PROCEDURE:

Step 1: The Employee concerned may, in the presence of Shop Steward or union representative, submit the appropriate grievance form to the office of the Fire Chief, who shall render a written decision within seven (7) calendar days after the receipt of said grievance. If the Fire Chief is unavailable, the Acting Chief shall handle the grievance. The grievance procedure must be submitted to the Fire Chief's office within seven (7) calendar days of the perceived grievable offense.

Step 2: If the grievance is not settled at Step 1, the grievance shall be submitted to the Board of Directors within seven (7) calendar days, which shall hold a hearing and render a decision at the next scheduled board meeting, no less than seven (7) calendar days and no more than ten (10) calendar days. The Board of Directors agrees to forward a written copy of their decision to the Shop Steward within seven (7) calendar days.

Step 3: If the grievance is not settled at step 2, the grievance may be submitted to arbitration if the Union meets the following considerations. The Union has fourteen (14) calendar days to request the arbitration. The arbitration request shall be submitted and signed by the Local President or representative.

If 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 practicable after the hearing, and in no event, later than forty-five (45) days from receipt of any briefs. Both the Employer and the Union shall split the cost of the Arbitrator. The decision(s) of the Arbitrator shall be final and binding.

Step 4: After the decision of the Arbitrator, the Union and the Board shall meet at the next regularly scheduled board meeting, not to exceed fourteen (14) days, to implement the decision(s) of the Arbitrator.

SHOP MEETINGS & BULLETIN BOARDS

Article 9

All equipment of the District will be allowed to move to one engine house, as designated by the Shop Steward for the purpose of conducting Union Shop meetings. The Shop may also have use of the administration building if available. The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in each station to be used by the Union. The Union shall limit its postings to such bulletin boards, removable only by the Shop Steward or Shift Representatives.

COMMITTEE SYSTEM

Article 10

The Union and the Employer agree to develop and maintain committees that will be comprised of the Administration and the Shop. These committee members will be voluntary with no compensation, and elected democratically by popular majority vote among the Shop members. The purpose of these committees will include, but not be limited to; training, emergency medical services and safety, building and equipment, public relations, grants, health and wellness, operational guideline development, and pension and insurance.

Furthermore, the Union and the Employer agree to develop and maintain a Planning Committee, Labor Management Committee, and Budget Committee, that will be comprised equally of representatives selected by the Fire Chief and the Shop Steward. The purpose of these committees shall include, but not limited to; define the short and long term goals of the District, address labor management issues, approval of large item purchases, equipment and staffing needs, policy development, rules and regulation development, and review operational finances and budgetary needs of the District.

PAYROLL DEDUCTION OF DUES

Article 11

The Employer agrees to deduct monthly Union dues or monthly service charge(s) certified by the Secretary/Treasurer of the Local 2665. This deducted amount shall be withdrawn from each of the first two payroll checks issued in each calendar month, and applied to the total dues and assessments for the calendar month. The Employer agrees to submit the total monthly Union dues by mail, or

electronic transfer, to the Secretary/Treasurer of Local 2665, no later than the 15th of the following month. The Employer agrees to supply payroll authorization allowing for current and future dues increases.

HOURS

Article 12

During the period covered by this Agreement, the work week for battalion Employees will consist of fifty-three (53) hours.

$$(212) \text{ hours} / (28) \text{ day cycle} \times (13) \text{ cycles} / \text{year} = (2,756) \text{ hours} / \text{year}$$

$$(2,756) \text{ hours} / \text{year} \div (52) \text{ weeks} / \text{year} = (53) \text{ hours} / \text{week}$$

- (1) shift day = (24) hours
- (1) cycle = (28) calendar days
- (13) cycles per year

Each shift works:

- (9) days per cycle
- (117) days per year
- (216) hours per cycle (212 regular + 4 overtime)
- (2,808) hours per year (2,756 regular + 52 overtime)

Each shift works:

- (9) cycles of (9) shift days (212 regular + 4 overtime) = 81 days
- (4) cycles of (10) shift days (212 regular + 28 overtime) = 40 days
- (121) days worked per year
- (2,904) hours per year (2,756 regular + 148 overtime)

It is recognized by labor and management that the 28 day cycles may carry over into the new calendar year, but will be recognized as a cycle from the year it carried over from.

Support staff Employees consist of forty (40) hour work weeks. Battalion Employees will have the option of working their "extra-day". The established fatigue rule shall be no more than seventy-two (72) hours consecutively. For battalion Employees covered within this Agreement, the rotation follows a three (3) shift system. Employees are assigned to "A", "B", or "C" shift. Each rotation is considered a shift of two (2) consecutive twenty-four (24) hour workdays, unless extended by emergency, followed by four (4) consecutive days off, for a total of six (6) consecutive calendar days per rotation.

PAYDAY

Article 13

Employees will be paid at the latest, every other Tuesday for work performed the previous two weeks. Overtime and working out of classification checks shall be payable the following pay cycle. Employees reserve the right to have direct deposit and or paper checks. It is the Employees responsibility to notify payroll, no later than forty-eight (48) hours prior to the end of the pay cycle.

EMERGENCY LEAVE

Article 14

When an emergency situation arises that requires an Employee to leave, emergency leave with pay may be taken, up to six (6) hours, with approval of the on duty Battalion Chief, or Acting Battalion Chief. The Employee may be allowed to leave his or her station without waiting for a relief person. This time will not be charged to his or her sick leave. The Employee must phone the on duty Battalion Chief, or Acting Battalion Chief within the first four (4) hours of his or her emergency leave, to update the Employees emergency status; ability to return, or not return to work, or if said Employee has obtained a stand-in. If it becomes necessary for the Employee to remain off duty past the provision for the first six (6) hours, notification must be made to the Battalion Chief or Acting Battalion Chief, or the additional absence from duty will be considered "leave without pay".

The Fire Chief may review all circumstances regarding emergency leave, and the record of the Employees emergency leave use, and may request documentation to provide verification of said emergency. If the Employee has not shown excessive or frequent use of emergency leave, the amount of hours in excess of the first six (6) hours will be deducted from any accrued leave days the Employee has remaining for the current year. If the Employee does not have any remaining personal leave days, accumulated vacation leave, or sick days, the current hourly rate as applied to the most current working Agreement shall be deducted for the appropriate time the Employee was absent from duty beyond the first six (6) hours of this provision.

FUNERAL LEAVE

Article 15

Battalion Employees will be provided with four (4) shift days off with pay for the purpose of funeral leave involving the death of an immediate family member or relative including; spouse, mother, father, son, daughter, brother, sister, father-in-law, mother-in-law, stepparent, stepchild, grandparent, grandchild, or spouses grandparent. Fire Marshal and Administrative Assistant will be allowed five (5) working days off for the above mentioned with pay.

Battalion Employees will be provided with two (2) shift days off with pay for the purpose of funeral leave involving the death of a family member or relative including; ex-spouse, uncle, aunt, first cousin, nephew, niece, brother-in-law, and sister-in-law. -Fire Marshal and Administrative Assistant will be allowed three (3) working days off for the above mentioned with pay.

The Employee must notify their Battalion Chief, Fire Chief or his or her designee prior to death days being granted. Special funeral leave requests may be reviewed by the Fire Chiefs office for possible approval. In order to be paid, the Employee must provide upon returning to work, stationary from the funeral home with the dates of service, or some other form of documentation, subject to approval by the Fire Chiefs office. The Employees is to provide the relationship to the deceased. An Employees spouse, son, daughter and stepchildren are exempt from this documentation.

JURY DUTY & COURT LEAVE

Article 16

The Employer agrees that all Employees called for "jury duty" shall receive their regular daily rate of pay for each day absent for this duty. Employees must remit any monies paid by the court system to the District. The Employee will notify the Chiefs office within forty-eight (48) hours of receiving notification for jury duty. Employees shall return to work after being released by the court with documentation of the date and times held for jury duty. When an Employee is required to appear before a court, judge, justice, magistrate or deposition hearing to give witness to the facts as they pertain to his or her direct actions or observations while functioning as an Employee of the District, he or she will receive "court leave", hour for hour, at his or her normal hourly rate of pay, reduced by the amount paid to the Employee as per diem for giving testimony. This Article will not apply when an Employee testifies on his or her own behalf in actions against the District.

VACATION LEAVE

Article 17

During the period covered by this Agreement, vacation entitlement for all Union bargaining members of the District will be as follows:

<u>Years of Service</u>	<u>Battalion</u>	<u>Support Staff</u>
1	4 shift days	7 calendar days
2	6 shift days	12 calendar days
3 - 6	9 shift days	17 calendar days
7 - 9	10 shift days	19 calendar days
10 - 14	11 shift days	22 calendar days
15 - 19	14 shift days	27 calendar days
20 - 24	15 shift days	29 calendar days
25 - 29	16 shift days	31 calendar days
30 - 34	17 shift days	33 calendar days
35 - 39	18 shift days	35 calendar days
40 - 44	19 shift days	37 calendar days
45 - 49	20 shift days	39 calendar days
50 +	21 shift days	41 calendar days

Vacation selection will be based on seniority per each shift. The selection process shall start with the most senior first, working down to the least senior. Two (2) Employees shall be granted vacation time on any given day. In the first round of selection, an Employee shall choose up to six (6) continuous twenty-four (24) hour days, before passing the selection process to the next Employee.

This process is repeated until all Employees on the shift have posted, or floated all available vacation days. If an Employee has less than six (6) days remaining after a subsequent round, he or she may post, consecutively, the remaining day(s) in the next round. Vacation days may be floated with the full understanding that all unused days will not be carried over to the next calendar year, subject to

the Districts current "carry-over" policy.

Battalion personal are allowed to take vacation days in twelve (12) hour increments, from the hours of 0800 to 2000, or from the hours of 2000 to 0800. Scheduled vacation time of an Employee will not constitute disqualification from overtime pay.

Vacation days that are floated will be selected by the following ways when sufficient manpower exist; twenty-four (24) hour day(s) may be posted no earlier than sixty (60) days prior to the date requested. Requested vacation time of twelve (12) to twenty-four (24) hours may be posted no earlier than thirty (30) days prior to the date requested. Vacation time must be used in twelve (12) hour increments. Vacation time may be approved by any on duty Battalion Chief or Acting Battalion Chief, and only when sufficient manpower permits. After a vacation day has been approved, the District cannot change or remove it.

If an Employee is moved by the Employer to a different shift during the course of a year, "for the good of the District", he or she shall be granted approved vacation time during the same rotation in which vacation was selected prior to the shift change. If the move was done voluntarily, vacation time will be honored, manpower permitting. Examples of voluntary moves are: promotion, accepting primary engineer, etc. If an Employee separates employment voluntarily or involuntarily with the District prior to completion of one year of service, any vacation and or personal leave days taken will be reimbursed to the District. If an Employee with at least one year of service separates from the District, the Employee will be paid for any vacation and or personal leave days that the Employee may be eligible for the current year. The Employee will not be eligible for any time not earned.

COMPENSATORY TIME

Article 18

Employees will have the option of accruing compensatory (comp) time at the rate of one and one-half times, or double time for weekends and District recognized holidays, for the amount of actual hours worked. This accrued time may be in lieu of monetary compensation for any scheduled or unscheduled overtime worked during an Employee's twenty-eight (28) day cycle. Once accepted as comp time, it remains as such. Employees may utilize comp time in twelve (12) hour increments, with a minimum of twelve (12) hours per leave. Comp time may be selected by the one of the following ways when sufficient manpower exist. Comp time of twenty-four (24) hour day(s) may be posted no earlier than sixty (60) days prior to the date requested. Comp time of twelve (12) hours may be posted no earlier than thirty (30) days prior to the date requested. Compensation for overtime may be divided between monetary and compensatory reimbursement, for the period of unscheduled, or "F.L.S.A." overtime worked. Comp time may be approved by any on duty Battalion Chief or Acting Battalion Chief, and only when sufficient manpower permits. After comp time has been approved, the District cannot change or cancel it.

PERSONAL LEAVE DAYS

Article 19

Each Employee will receive four (4) personal leave days (PLD) per year. Employees may utilize this leave in hourly increments, with a minimum of six (6) hours per occurrence. PLD time may be posted as follows: twenty-four (24) hour day(s) may be posted no earlier than sixty (60) days prior to the date requested, PLD time of six (6) hours, up to twenty-four (24) hours may be posted no earlier

than thirty (30) days prior to the date requested. PLD time may be approved by any on duty Battalion Chief or Acting Battalion Chief, and only when sufficient manpower permits. After PLD time has been approved, the District cannot change or cancel it.

Employees may take two (2) guaranteed PLD occurrence per calendar year, regardless of manpower. This occurrence may be up to one (1) full rotation, equal to forty-eight (48) consecutive hours. If two (2) PLD's are used, this will constitute the use, and charge of two (2) separate PLD's. A guaranteed PLD cannot be used on a District recognized holiday unless sufficient manpower exists. If unused, only one (1) guaranteed PLD, of at least forty eight (48) hours may be carried over into the next calendar year, and used no later than March 31". If still unused at that time, the Employee will forfeit the day. Furthermore, when an Employee carries a guaranteed PLD into the next calendar year, it is no longer considered a guaranteed PLD. For the purposes of F.L.S.A overtime calculations, hours taken as PLD will be counted as hours worked. Thus, no loss of overtime will occur when overtime is in the same pay cycle a PLD is taken. PLD will not accumulate from year to year, except as stated above, and are not redeemable for compensation if unused.

MATERNITY/PATERNITY LEAVE & MATERNITY DUTY

Article 20

Employees will be provided with four (4) shift days, paid leave for the birth of a child by the Employee, spouse or significant other. In order for an Employee to qualify for maternity or paternity leave, the Employee must be named as the father or mother on the birth certificate.

Pregnant Employees of the District may be assigned to maternity duty when the Employee and the Employees physician give notification along with written explanation, as to why maternity duty is required. Employees assigned to maternity duty will not suffer any loss of pay or benefits other than the payment in the tenth day cycle that would normally be worked on the Employees regular shift. The Employee will not be charged sick leave hours, for hours missed due to the adjusted schedule for maternity duty. When the Employee is no longer able to participate in maternity duty per physician orders, the Employee will be allowed to use sick, vacation, PLD time, and or comp time for the remainder of the maternity leave. The maternity period shall cease six (6) weeks post normal delivery and eight (8) weeks post cesarean delivery. During this period the Employee may use sick, vacation, PLD time, and or comp time. The maternity leave shall count as one sick leave incident. While on maternity duty, the Fire Chiefs office will assign hours to be worked, and job assignments.

SICK LEAVE

Article 21

The District shall maintain a sick leave policy to be reviewed and agreed upon by the Labor Management Committee. Battalion Employees will receive twelve (12) sick days per year, with a maximum accumulation of sixty-eight (68) days. Fire Marshal and Administrative Assistant will receive twenty-four (24) sick days per year, with a maximum accumulation of one hundred-forty (140) days.

UNION BUSINESS LEAVE

Article 22

Employees elected to Union office will be granted time off to perform their Union functions. Furthermore, the Employer agrees to furnish elected Union officers, Shop Steward and Crew Representatives, with up to forty-eight (48) hours leave with overtime fill-in to attend District and official Union functions. The Shop Steward, and Shift Representatives, to include Assistant Steward, shall have the opportunity to attend outside Union related leadership training as approved by the Fire Chiefs office. Each shall be granted: up to forty-eight (48) hours of approved Union leave annually, travel, registration, accommodations, and per diem allotment. These expenses will not count against the training allotment in Article 48.

PERSONAL ACTIVITIES

Article 23

Employees shall be allowed to pursue their own interests after their daily required work assignments, after 1400 hours, unless otherwise approved by the on duty officer. When a battalion is scheduled to work a weekend day or any District recognized holiday, the Employees shall be permitted to pursue their own interests after the required check of all emergency equipment, and daily house cleaning duties have been completed. Any assignment, such as public relations or training outside the normal working hours, shall be approved by the respective Shift Representative and or Shop Steward, and posted on the daily schedule, no later than three (3) days prior to the assignment.

PROBATION

Article 24

All new Employees shall serve a probationary period with the District of one (1) calendar year. Management reserves the right to extend probation, and or terminate probationary Employees. Additionally, probationary Employees may be utilized to cover manpower shortages on any shift. Except as stated within this Article, probationary Employees are entitled to benefits reflected in this working Agreement. Union representation begins the first day a probationary Employee reports for duty. Probationary Employees will not be allowed to attend outside training, other than required and approved by the District. The following items begin to accumulate for a probationary Employee after he or she has worked for the District a total of six (6) months: holiday pay, education benefits, uniform allowance, and food allowance. The following items are earned retroactive to the Employees start date, but may not be used by the Employee until after he or she has been employed with the District a total of six (6) months: vacation, and PLD time (both must be taken by the end of the calendar year the Employee started in, except as noted in Article 19), and sick leave (as noted in Article 21). The following items are available immediately to a new Employee: funeral leave, emergency leave, maternity and paternity leave, maternity duty, employee family health and dental insurance, long term disability, and life insurance.

DISABILITY INSURANCE & BENEFIT

Article 25

The Employer agrees to adopt and maintain a long term disability insurance policy, agreed upon by the Pension and Benefits Committee, and Planning Committee. This policy will provide protection

to any Employee in case of permanent disability or illness. An Employee on Long Term Disability leave will be eligible for COBRA medical health insurance, including family coverage, paid by the Employer for the maximum time allowed by law.

LIGHT DUTY

Article 26

The District shall maintain a light duty policy to be reviewed and agreed upon by the Labor Management Committee upon changes. Light duty is available for Employees on "workers compensation leave" due to "on-duty" sustained injuries. The Employee will work under conditions that match his/her physical rehabilitative capacity to specific essential functions of work that are less than those required within the normal established work routine. The Employee will work his or her scheduled duty days on light duty under the direction of the Fire Chiefs office, or on duty Battalion Chief.

ANNUAL MEDICAL EXAMINATIONS

Article 27

The Employer and Union jointly agree to adopt an annual medical testing program for potential work-related illnesses or disabilities that may arise due to the nature of the work and the exposure of the Employees to dangerous substances. The program will be carried out without cost to the Employee. All medical records will be kept confidential from the Employer, except upon written consent of the Employee.

HEALTH BENEFITS

Article 28

The Employer agrees to provide major medical/dental/vision insurance to all active duty Employees, their spouse, legally dependent children, to include legally adopted children. The District will pay 100% of the coverage premiums. Upon retiring from the District, Employees who meet the age and or service requirements for successful retirement will retain all health and dental insurance benefits afforded to the Employee. The District will provide these benefits until the retired Employee reaches the age he or she is eligible for Medicare benefits. Spousal coverage shall cease thirty (30) days after the spouse is eligible for Medicare benefits. When the spouses' eligibility occurs prior to the Employees eligibility for Medicare, the spouse shall be entitled to extend coverage under Federal COBRA laws when a qualifying event occurs. An active duty Employee who becomes disabled shall be eligible for health/dental/vision insurance along with their spouse, legally dependent children, to include legally adopted children, until the Employee receives Medicare Insurance coverage or is no longer covered by or considered disabled under the Districts Long Term Disability Insurance coverage. A disability for permanent insurance coverage purposed is defined as; being certified as a disability within the meaning of the Social Security Act by the Social Security Administration, have continued for a period for six (6) consecutive months, and must according to a qualified physician be permanent, and continues during the remainder of such participant's eligibility for insurance coverage. All disabled Employees receiving coverage under the disability insurance provisions of this Agreement shall be required to submit medical verification quarterly, as to their disability status.

In the event of a change in the disability status of a covered Employee and the disability is no longer verified, and the Employee has not applied for, and received Medicare eligibility, all insurance benefits shall cease. In the case of death of an active or retired covered Employee, the spouse and dependents as listed above, of said Employee or the qualified spouse of said retired Employee, will remain covered for a period of ninety (90) days, and then shall be covered under Federal COBRA law. All insurance is subject to the availability of coverage through the current health insurance carrier. The Parties agree that at any time during the term of this Agreement, this article may be re-opened for negotiations or discussions by either Party. This re-opener clause shall not obligate either Party to agree to any changes herein.

HEALTH REIMBURSEMENT ACCOUNT

Article 29

The District will provide a health reimbursement account (HRA) for each active Employee. This HRA plan will cover 100% of the Employees medical related deductibles, and or copays. This plan shall be reviewed annually by the Pension and Benefits Committee, and Planning Committee. The Parties agree that at any time during the term of this Agreement, this article may be re-opened for negotiations or discussions by either Party. This re-opener clause shall not obligate either Party to agree to any changes herein.

LIFE INSURANCE

Article 30

The Employer agrees to maintain life insurance for all active Employees, of twice the Employees base annual salary, not to exceed \$250,000. Furthermore, the Employer agrees to pay 100% of the premium cost of life insurance for active Employees. Life and accidental death and dismemberment reduces as follows: (#1.) 35% at age 65, 70, 75; (#2.) 25% at age 80, 85, 90, and 95; (#3.) coverage terminates at retirement.

DEFERRED COMPENSATION

Article 31

The Employer agrees to administer a deferred compensation or 457 Plan for all Employees who so elect to participate. The Employer will deduct any amounts certified by the Employee from his or her payroll checks. All actions and or changes to the plan will be agreed upon by the Pension and Benefits Committee, and Planning Committee. Furthermore, there must be a majority vote of the Shop on all changes to the current plan.

RETIREMENT ELIGIBILITY

Article 32

Normal Retirement Age:

You will reach normal retirement age under the plan when you turn age 55.

Early Retirement Age:

You will reach early retirement age under the plan when you attain all of the following:

- Age 50
- Completion of 10 years of service

Employee(s) are vested in the districts pension plan with 10 years of service. Early Retirement does not qualify for the health care benefit except for what is available through COBRA.

PENSION

Article 33

The Employer agrees to maintain a defined contribution, and or defined benefit, and or a combination defined contribution/benefit pension plan for all Employees, following the appropriate Revised Statutes of the State of Missouri. The plan participants will have the right to elect two (2) of its members from the Pension and Benefits Committee that will meet with the Board of Directors annually to review said pension plan(s). The pension plan is for full time, active Employees only. In case of decreasing pension revenues, as measured by individual Employee account distributions of 5% or more, both Parties may agree to seek additional tax funding at the next available election.

V.E.B.A. ACCOUNT

Article 34

The Employer agrees to set up a Voluntary Employee's Beneficiary Association (V.E.B.A.) account for all active Employees at the starting rate of \$300 per year, per Employee. [An Employee shall be reimbursed the cash value of unused sick time to their V.E.B.A. account, upon normal retirement. Normal retirement shall be defined as in the Districts pension plan document. The total number of sick days shall not exceed the agreed amount as defined in Article 21. The District may elect to pay the Employee the total sum owed, up to three (3) years of equal, annual installments. All actions and or changes to this plan will be agreed upon by the Pension and Benefits Committee, and Planning Committee.]

CALL IN PAY

Article 35

The Employer agrees to compensate off duty personnel, when approved and acting in the capacity of a move-up guide or special assignment. The Employee(s) will be compensated at one and one half times his or her normal rate of pay, or double time on weekends or District recognized holidays, for a minimum of four (4) hours.

SALARY

Article 36

All new Employees will be compensated at a probationary pay grade, progressing one probationary pay grade per year, until reaching the base pay rate on the Employees third anniversary of their start date.

During the period covered by this Agreement, the hourly pay rate of probationary paramedic/firefighter Employees will be as follows:

<u>Years of Service</u>	<u>2021</u>	<u>2022</u>
<u>Starting to Year (1)</u>	<u>\$18.11/hr.</u>	<u>\$19.18/hr.</u>
<u>Year (1) to Year (2)</u>	<u>\$23.40/hr.</u>	<u>\$24.47/hr.</u>
<u>Year (2) to Year (3)</u>	<u>\$27.24/hr.</u>	<u>\$28.31/hr.</u>

During the period covered by this Agreement, the base hourly pay rate for shift personnel with over three (3) years of service will be as follows:

<u>Battalion:</u>	<u>2021</u>	<u>2022</u>
<u>EMT- Firefighter</u>	<u>\$28.64/hr.</u>	<u>\$29.71/hr.</u>
<u>Engineer</u>	<u>\$29.64/hr.</u>	<u>\$30.71/hr.</u>
<u>Paramedic/Firefighter</u>	<u>\$29.64/hr.</u>	<u>\$30.71/hr.</u>
<u>Lieutenant</u>	<u>\$30.39/hr.</u>	<u>\$31.46/hr.</u>
<u>Captain</u>	<u>\$31.02/hr.</u>	<u>\$32.09/hr.</u>
<u>Battalion Chief</u>	<u>\$32.02/hr.</u>	<u>\$33.09/hr.</u>

<u>Bargaining Unit Administration:</u>	<u>2021</u>	<u>2022</u>
<u>Administrative Assistant</u>	<u>\$31.34/hr.</u>	<u>\$32.79/hr.</u>

LONGEVITY PAY

Article 37

Employees hired prior to September 21st 1998, after three (3) years of service, a longevity rate of (1%) is earned with an additional (0.5%) for each year thereafter. Employees hired on or after September 21st 1998, after six (6) years of service, a longevity rate of (2.5%) is earned. An additional (0.5%) is earned for each year thereafter.

OVERTIME

Article 38

Any hours worked by battalion Employees in excess of two hundred-twelve (212) hours in a twenty-eight (28) day cycle will be paid at time and a half their base hourly rate plus longevity, double time for weekends, District recognized holidays, and mandatory overtime. The time spent by an Employee on an authorized vacation day(s), comp time, or personal leave day(s) during such twenty-eight (28) day cycle will be regarded as actual hours worked for the purpose of this Article.

The following is a list of absences from the individuals regularly scheduled battalion duty assignment that will disqualify overtime pay for the scheduled overtime in that period. The overtime attributed to their battalion schedule within that twenty-eight (28) day cycle will be deducted appropriately for each hour the individual was absent, hour for hour, from that Employees overtime pay.

Absence due to tardiness
Absence due to not reporting for duty
Absence due to discipline/suspension
Absence due to sick leave
Absence due to workers compensation

When the need for overtime occurs, the Battalion Chief, Acting Battalion Chief, or Fire Chief will determine whether it will be performed by a captain, engineer, paramedic, or fire fighter. The overtime assignment will be offered to the most senior qualified Employee, with the least amount of overtime hours worked in the current calendar year. Declining overtime will not be held against the Employee, the Employee will remain in their current place on the list. When an Employee accepts, they will be placed on the list according to the hours taken in that calendar year. The overtime list resets based on seniority, at the beginning of each calendar year. As voted by Shop majority, there are two (2) overtime list that rotate in this manner: twelve (12) hours or less, and over twelve (12) hours to twenty-four (24) hours. These lists will be maintained by the Battalion Chief or Acting Battalion Chief on duty.

If the Employee eligible for overtime is on duty, he or she will be verbally invited to accept the overtime. If the eligible Employee is not on duty, the Battalion Chief or Acting Battalion Chief will telephone the Employee using the current overtime phone list. It is the Employees responsibility to make sure their contact information is current. If the eligible Employee does not answer their phone number(s) listed on the overtime call lists, the Employee will be considered unavailable to accept the overtime assignment; the Battalion Chief or Acting Battalion Chief will then assign the overtime work to the next senior qualified Employee on the appropriate list.

In the event no Employee accepts the overtime needed by the District, the Battalion Chief or Acting Battalion Chief will assign the overtime to qualified Employees in the reverse order of seniority. Overtime work assigned on this basis is mandatory. An Employee may not decline or refuse to work mandatory overtime. The Employer agrees to compensate mandatory overtime Employees at two (2) times his or her normal rate of pay for each hour worked. No Employee may be required to accept mandatory overtime more than once in a calendar year, unless all Employees have served mandatory overtime in a calendar year.

Furthermore, as voted by Shop majority, an Employee who accepts overtime shall be placed on the front line ambulance; the exception will be when overtime is requested for an officer or engineer, with the exception of non-paramedics.

F.L.S.A. COMPLIANCE

Article 39

All aforementioned pay rate and overtime Articles within this Agreement are intended to strictly comply with all current federal wage laws, and the Fair Labor Standards Act (F.L.S.A.) of 1938, to including all current and future amendments.

WORKING OUT OF CLASSIFICATION & LEAD MEDIC

Article 40

An Employee who accepts responsibilities and carries out duties of a position or rank above that which he or she normally holds, shall be paid at the rate for that position or rank, including longevity or overtime, while so acting. If an Employee of a higher position or rank works at a lower position or rank, he or she will receive his or her regular rate of pay.

Lead Medic or Acting Lieutenant pay will only be available when no Lieutenant is on the primary ambulance. There is only one lead medic position available per day; this position will be placed on the primary ambulance. Only paramedics, by senior and on duty, may voluntarily fill this role. It is the Employees responsibility to advise the on duty Battalion Chief or Acting Battalion Chief of his or her desire to fill this role. If no paramedic on shift volunteers to be the lead medic, the most senior paramedic on the primary ambulance will be appointed to this role, with compensation. A minimum of four (4) hours must be worked during a twenty-four (24) hour shift to be compensated as such. Refer to Article 35.

UNIFORM ALLOWANCE & PROTECTIVE GEAR

Article 41

All Employees will receive \$100 per month to purchase and maintain District uniforms. This will be paid annually, no later than the first payday in December. The District shall furnish N.F.P.A. approved bunker pants, bunker coat, boots, gloves, helmet, hood, suspenders, and respiratory apparatus without cost to the Employee. Items of uniform equipment damaged during the course of emergency operations or required duties will be replaced at the Districts expense. If the Employee is careless or thoughtless in the care of their issued gear, it will be the Employees responsibility to repair or replace said gear. All uniforms, gear, and equipment shall be made in the U.S.A. whenever possible.

SICK LEAVE INCENTIVE & BUY BACK

Article 42

The time period for this Article shall be December 1st until November 30th of a calendar year. If eligible, the District will pay the Employee on the first pay day in December, the amount of \$2,000 for no sick leave incidents taken, and \$1,000 for one (1) sick leave incident taken. There is no incentive for more than two (2) occurrences during the time period listed within this Article. In addition, for Employees who have reached their maximum accumulation of sick leave per Article 21 of this MOU, the District will pay the Employee for the days that would be forfeit the next calendar year. Battalion Employees will be paid \$100 for each 24 hour sick day not used, to a maximum of 12 days. Support staff Employees will be paid \$50 for each 8-hour sick day not used, to a maximum of 24 days. Sick leave incentive funds forfeited by employees that utilize sick time will be redistributed equally amongst employees that did not use any sick time for the year.]

ALLOCATION ADJUSTMENT INDEX

Article 43

The Employer may grant each Employee an allocation adjustment index, at a minimum of \$1,500 annually, made payable the first payday in December. This adjustment shall reflect economic conditions in maintaining parity with the top five (5) fire districts within St. Louis County, MO.

FOOD ALLOWANCE

Article 44

The Employer shall grant each Employee a food allowance at the rate of no less than \$250 annually, made payable the first payday in December.

HOLIDAY PAY

Article 45

Employees will be entitled to compensation in the amount of \$200 per day for the following holidays: New Year's Day, Christmas Eve, Christmas Day, M.L. King's Birthday, Memorial Day, Independence Day, Labor Day, Easter, Thanksgiving, Veteran's Day, Columbus Day, and Washington's Birthday. This will be paid annually, no later than the first payday in December.

EDUCATION REIMBURSEMENT & BENEFIT

Article 46

Employees shall be reimbursed for approved tuition costs, including textbooks, upon successful completion of the class with a grade of "C" or better. To receive reimbursement, the Employee must submit a copy of their grade(s), tuition, book receipt(s), and other course required expenses. Any Employee wishing to utilize educational reimbursement must submit a request containing approximate hours, and cost, prior to enrollment. The request must be submitted to the Fire Chief office. The Fire Chief or his designate shall determine if a class is qualified to receive reimbursement. Employees' educational expenses are limited to the annual compensation dollar amount outline in Article 48. This benefit may only be utilized by Employees pursuing a degree in fire related, EMS related, business management, and or business administration degree programs. An Employee will also be paid \$1 per month for each college credit hour for the above mentioned areas of study, with a maximum benefit of \$150 combined credit hours or \$150 per month.

SHIFT EXCHANGE

Article 47

Employees may utilize shift exchanges with other active Employees, up to a total of two hundred-eighty-eight (288) hours per calendar year. In the event that an Employee has encountered some unforeseen circumstance or is approaching the maximum allowable hours, the Employee may consult with the Fire Chiefs office for additional approval. Employees may be allowed to utilize their own earned leave time while working for another Employee on a shift exchange, without causing overtime. The Employee that agrees to the shift exchange will assume full responsibility for all hours worked for the shift to be exchanged. Shift exchanges must not interfere with the

operation of the District, and must not incur cost to the District.

PARAMEDIC TRAINING

Article 48

If the Employee attends an approved PACS, PALS, or PHTLS class while on duty and minimum District manning is met, the Employee will not need a stand-in. If minimum District manning is not met, then it will be the Employees responsibility to supply his or her stand-in for said hours. ACLS is a required class for Missouri paramedics. The District will allow up to one Employee to attend this class on duty, regardless of District manning. If two or more Employees wish to attend this class on the same day, then seniority will prevail. If the same class is offered multiple days, it will be the responsibility of the Employee to provide his or her stand-in. The Employee will not be allowed to attend class on duty if the class was offered by the District within the past twelve (12) months. ACLS will not count against an Employees annual allotted dollar amount for training (see Article 48), if the class was not offered by the District within the past twelve (12) months. All paramedic renewal type classes must be approved by the Medical Officer or Fire Chief.

TRAINING HOURS, CONDITIONS & BENEFIT

Article 49

Training shall to be held no more than three (3) hours per day, Tuesday through Friday, between 0800 and 1200 hours. Lunch will be allowed from 1200 and 1300 hours. Mondays shall be utilized for vehicle checks, and equipment maintenance with no scheduled training. Special training programs may cause a need to deviate from the fore mentioned times. In that event, the Chief Training Officer shall contact the Shop Steward or appropriate Shift Representative to address the conflict. Agreement must be reached for training outside standard training hours.

No outside training shall take place if the National Weather Service reports an official temperature heat index of ninety (90) degrees Fahrenheit or greater, or a temperature wind chill of forty-five (45) degrees Fahrenheit or below. Outside training will also be canceled due to adverse weather conditions, such as rain or snow.

The Employer and Union equally recognize that it is in the best interest of the District and its residents to encourage Employees to further their training. The Employer shall provide, within the budgetary constraints of the District, per uniformed Employee covered under this Agreement, adequate opportunity to receive the necessary training for duties he or she may be required to perform. Each Employee shall be granted a training allotment of \$2,500 annually for fire and EMS related training including: seminars, conferences, licensure courses, and federal mandated classes. The Fire Chiefs office may grant additional funding to Employees. Management reserves the right to limit the amount of participants attending any outside training, seminars, or conferences.

RULES AND REGULATIONS

Article 50

Prior to implementation or amending of new or current: rules, regulation or policies, the District agrees to meet and consult with the ~~Labor Management Commi~~tee. The purpose will be to work together to ensure the above mentioned items fairly represent both Parties.

REVIEW OF EMPLOYEE FILE

Article 51

An Employee has the right at any time to request a review of his or her official employment file. This request must be made to the Fire Chief who will set an appointment that is mutually agreeable. The Chief and or his or her designee will be present during the review.

PROMOTIONS

Article 52

Promotional list(s) and procedure(s) will be kept on file in the Fire Chiefs office to fill vacancies.

STAFFING LEVEL

Article 53

The Employer agrees to adopt and maintain a policy regarding the necessary minimum and maximum staffing to operate emergency vehicles, in regards to serving the residence of the District and the safety of its Employees.

PERSONNEL REDUCTION

Article 54

In case of personnel reduction, the Employees to be laid off first will be selected according to seniority. Seniority will be established by the Employees start date. The least senior Employee will be the first laid off, and so on. All bargaining unit Employees will be included in this seniority list regardless of rank or position. No new Employees will be hired, until all laid off Employees have been given the opportunity to return to work.

RECREATIONAL FACILITIES

Article 55

The Employer agrees to purchase recreational and fitness equipment for all engine houses. The Employer agrees to repair or replace equipment, and furnishings, as needed, due to normal wear.

SUPPLIES

Article 56

The Employer agrees to let Employees obtain ^{necessary} supplies and or food while on duty, in radio service.

ECONOMIC CONDITIONS

Article 57

Should the economic condition of the District increase or decrease, as represented by five percent or more, both Parties agree to discuss increasing or decreasing monetary items within this Agreement.

SAVINGS CLAUSE

Article 58

If any provision(s) of this Agreement or the application of such provision(s) be rendered or declared invalid by any court action, or by reasons of any existing or subsequent enacted legislature, the remaining parts of this Agreement shall remain in full force and effect.

SUCCESSORS

Article 59

This Agreement 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 in the location, or place of business of either Party.

Shift Selection

Article 60

The District shall maintain a shift selection policy to be reviewed and agreed upon by the Labor Management Committee. This will be a one (1) trial for crew assignments for 2018.

PRESUMPTIVE ILLNESS

Article 61

The district shall maintain a Presumptive Illness policy to be reviewed and agreed upon by the labor management committee.

FITNESS TIME OFF

Article 62

The district shall maintain a fitness time off policy to be reviewed and agreed upon by the labor

AGREEMENT

Agreement shall be in effect as of January 1", and shall remain in full force and effect until December 31", and or both Parties signify acceptance by signing a new Agreement. The terms and conditions of the Collective Bargaining Agreement shall remain in effect after expiration of the contract while the parties continue to negotiate in good faith. All costs of resolution, including mediation, arbitration and reasonable attorney fees shall be chargeable to either party who fails to bargain in good faith.

MANAGEMENT RIGHTS

Article 64

Except as limited by this agreement, the District shall have exclusive right to manage the business, and direct the employees. These rights include, but are not limited to; the right to plan, direct and control operations; determine operations or services to be performed by employee(s) of the district, adopt rules of conduct, hire, promote, transfer, suspend, discipline and or discharge with "just cause".

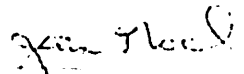
----- END OF ARTICLES -----

DECLARATION OF AGREEMENT

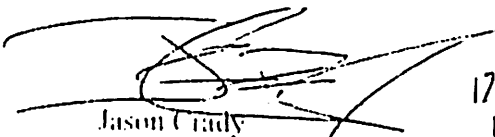
MEMORANDUM OF AGREEMENT AND COLLECTIVE BARGAINING CONTRACT BETWEEN THE ROBERTSON FIRE PROTECTION DISTRICT & THE INTERNATIONAL ASSOCIATION OF EASTERN MISSOURI FIREFIGHTERS, LOCAL 2665

The Robertson Fire Protection District:

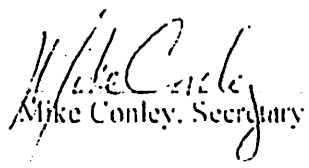
I.A.F.F. Local 2665 & R.F.P.D. Shop:


Joan Noel, President

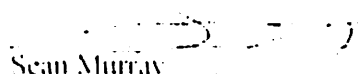
12/14/2021
Date


Jason Crady
I.A.F.F. Local 2665
Robertson F.P.D. Shop Steward

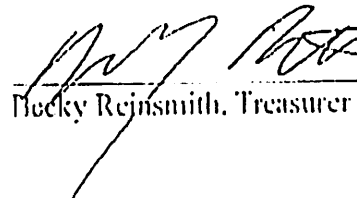
12/14/2021
Date


Mike Conley, Secretary

12-14-2021
Date


Sean Murray
I.A.F.F. Local 2665
Business Manager

12/14/2021
Date


Buckley Rejnsmith, Treasurer

12-14-2021
Date


Maynard Howell, Fire Chief

12-14-2021
Date

To Be approved

3.13.23 open/closed

3.21.23 ~~open~~/closed

3.27.23 open/closed

3.30.23
Special
open

4.3.23
Special
Closed

Replace ^{open} minutes

↓
1.23.23 open 3x

Print:
3.13 .23 open/closed
3x

3.27.23 open/closed

3.30.23 open

- agenda
District x3
- requests