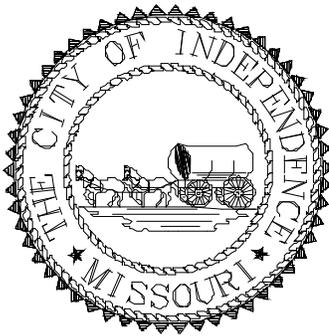


City of Independence, Missouri Fire Department

&

International Association of Firefighters Local No. 781



Contract

Effective January 1, 2021 through December 31, 2025

Approved by the Council on _____.

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ARTICLE 1 - STATEMENT OF PRINCIPLES

SECTION 1.1. This Contract is entered into by and between the City of Independence, Missouri (hereinafter referred to as the City) and Local 781 of the International Association of Firefighters AFL-CIO/CLC (hereinafter referred to as the Union) in order to establish a harmonious relationship between the City and its employees.

SECTION 1.2. In order that the public purpose may be best served, the City recognizes the Council's policy and previously recognized right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions that affect them, contribute to the effective conduct of public business, and facilitate and encourage the amicable and just settlement of disputes involving all conditions of employment between the Bargaining Unit and City.

SECTION 1.3. The Union and its members accept the principle that the mission of the Fire Department is to serve and protect the residents of the City of Independence, and to this end pledge their full and faithful efforts putting the interests of the citizens of Independence ahead of their own.

SECTION 1.4. It is agreed that when the expressed provisions of this Contract conflict with any other document, i.e., General Orders, SOP's, Personnel Policies and Procedures of the City of Independence, or Administrative Directives issued by the Fire Chief, this Contract will be controlling. Nothing herein shall restrict the City's right to issue directives not in conflict with this Contract.

ARTICLE 2 - RECOGNITION

SECTION 2.1. The City recognizes the Union as the sole and exclusive bargaining agency and the Union President or the President's designee as the sole and exclusive bargaining agent for all members of the bargaining unit. Bargaining unit shall consist of all members of the Fire Department with the exception of the Fire Chief, Deputy Chief, Assistant Chiefs, Battalion Chiefs, Emergency Preparedness Manager, Chief Fire Inspector, and Civilian Aides to the aforementioned, Custodians, Mechanics, and office/clerical personnel.

SECTION 2.2. The City Personnel Policies and Procedures as presently written or as amended, or newly adopted Personnel Policies and Procedures shall not take precedence over the provisions of this Contract. When no contradiction exists between provisions of this Contract and the Personnel Policies and Procedures, the provisions of the Personnel Policies will apply.

SECTION 2.3. The City shall not discharge, discriminate against, suspend, discipline, interfere with, or restrain in any way members of Local 781 because of membership in Local 781 or because of lawful Union activities. The Union shall not discriminate against any member of the Fire Department who refrains or refuses to join the Union.

SECTION 2.4. The Union and its members will at all times respond to emergency and fire calls in a timely response concurrent with acceptable guidelines. [TA 6/5/20]

SECTION 2.5. No member while on duty shall for any reason be required to enter another City that is experiencing a labor dispute with its firefighters, but members on duty shall take all reasonable action to protect property within the City Limits threatened by an extraterritorial fire.

SECTION 2.6. If during the term of this Contract new classifications are created which should be included in the unit, the City agrees to meet with the Union and discuss issues as to rank, wages, benefits, and other conditions covered by the Contract applicable to new classifications. If the City and the Union are unable to agree, the matter may be submitted to arbitration under the provisions of Article 22 of this Contract.

SECTION 2.7. The City and Fire Department supervisory personnel shall not make any agreements with individual members or groups of members on matters of pay, hours of work, or any matters inconsistent with any provision of the Contract unless such has been agreed to in writing and in advance by the Union.

SECTION 2.8. For the purposes of this contract, the term "Operations" shall mean all duties conducted by Fire Suppression, Non-Suppression (Prevention), Emergency Medical Services, Hazardous Materials and Rescue duties.

SECTION 2.9. Release of Information. The City shall, upon request, provide to the Local information, statistics, and records reasonably relevant to the Local's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves personal or medical data, the City may require the Local to present a signed release from each employee covered by the request.

SECTION 2.10. In the event the City estimates that responding to a single information request will require the production of more than 200 pages of information that is not available in electronic format, and/or will require more than four hours of staff time to research or prepare, the City shall notify the Local of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at \$21.00 per hour, and copies shall be estimated and charged at 10 cents per page. In no event shall the Local be charged if the actual cost of research, duplication, and copies is less than \$100.00.

SECTION 2.11. The Local shall defend, indemnify, and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Local to the City.

ARTICLE 3 - PAYROLL DEDUCTIONS

SECTION 3.1. Upon written authorization by an employee and the approval of the Union President, the City will deduct from the wages of each employee who is a member of the Union and who has authorized such deduction, that amount that is certified by the Union as initiation fees, assessments, and Union dues (to be divided between two (2) paychecks) and without unreasonable delay shall mail the same to the Union Treasurer.

SECTION 3.2. Upon authorization by an employee, the City will make payroll deductions for the following purposes:

- (A) United Way
- (B) Hospital-Medical/Surgical and Dental Group Insurance to approved company
- (C) Credit Union
- (D) Deferred compensation plans
- (E) Direct deposits to financial institution of personal choice.

ARTICLE 4 - PROBATION

SECTION 4.1. New Hires.

A. Newly-hired members shall be on a probationary period for one (1) year from date of hire. During the probationary period, they shall receive the basic firefighter training as required by the City, and set out in Articles 27 and 28 of this agreement. Their period of probation may be extended a maximum of one (1) six-month period to allow completion of firefighter training. If extended, the affected member shall be so notified, in writing, as to the specific reasons and areas where improvement is required. Newly-hired members are not eligible to bid on job openings, until completing their probationary period. [TA 6/5/20]

B. Newly-hired members shall complete up to a 120 hr (3 week) Training Orientation Period (T.O.P.) and then will be assigned to the Suppression Division in accordance with Section 28.2 of this agreement. For the remainder of their probationary period, newly-hired members will be assigned at the discretion of the Fire Chief. [TA 10/16/20]

C. Newly-hired members shall be evaluated periodically per City policy. They may be discharged for any reason satisfactory to the City except that they may not be discharged for engaging in protected lawful union activity. [TA 6/5/20]

D. The “just cause” standard shall not apply to the discipline or discharge of newly-hired members, who shall serve as “at-will” employees until their probation is completed. During the last six (6) months of the probationary period a discharged newly-hired member shall be entitled to a statement of the reason(s) for their discharge and the Union shall be provided with a copy. No newly-hired member shall be disciplined for an arbitrary, capricious, or unlawful reason. [TA 6/5/20]

E. The probationary period may be extended with or without a delay in the merit increase.

F. After completion of six (6) months employment with the City, newly-hired members shall be allowed to use sick leave and they may take scheduled leave. [TA 6/5/20]

SECTION 4.2. Members promoted to higher classifications shall be considered on probation in their new classifications for a period of six (6) months. They may be evaluated per Fire Department policy while on probation. At the completion of the probationary period, they shall be considered permanently classified or, if not found satisfactory, returned to their former classification at their former rate of pay. Denial of permanent assignment shall be subject to review through the grievance procedure.

The probationary period for newly promoted members may be extended up to one (1) six-month period to allow additional time to evaluate performance. If extended, the affected member shall be so notified and informed as to the specific reasons and the areas where improvement is required.

SECTION 4.3. Newly-promoted and newly-assigned members (unless specified in writing on their probationary action form) shall have all rights, including those of assignment to positions as permanent members. They shall not be denied permanent assignment after the end of their probationary periods unless they have been notified in writing that their performance in any areas specified is inadequate and they are given the justifications for the decision.

ARTICLE 5 - SALARIES AND BENEFITS

SECTION 5.1. Fire Suppression members working 24 hour on/48 hour off schedule shall receive an adjustment in pay to assure that members of the Bargaining Unit assigned to the Suppression Division receive equalized base pay checks throughout the year.

SECTION 5.2. The Fire Department shall evaluate bargaining unit members to ensure that they meet an acceptable level of performance. The annual rating of bargaining unit members shall consider individual ability and competence and acknowledge the bargaining unit member’s accomplishments as well as designate areas for improvement. Upon receiving a satisfactory rating, members not at the top of their pay range shall move to the next step in the pay plan on their respective anniversary dates as outlined below.

A. The base salary for each member of the Bargaining Unit will be as set out below.

July 1, 2020

Position	Increase	Range	Steps								
			A	B	C	D	E	F	G	H	I
Firefighter/EMT	0.0%	129	3675.47	3859.25	4052.21	4254.82	4467.56	4690.94	4925.48	5171.76	5430.35
Fire Equipment	0.0%	131			4468.72	4692.15	4926.76	5173.10	5431.75	5703.34	5988.51
Fire Captain	0.0%	133					5431.75	5703.34	5988.51	6287.93	6602.33
Fire Inspector	0.0%	835	4338.81	4555.75	4783.54	5022.72	5273.85	5537.55	5814.42	6105.15	6410.40

July 1, 2021

Position	Increase	Range	Steps								
			A	B	C	D	E	F	G	H	I
Firefighter/EMT	2.0%	129	3748.98	3936.43	4133.25	4339.91	4556.91	4784.75	5023.99	5275.19	5538.95
Fire Equipment	2.0%	131			4558.09	4786.00	5025.30	5276.56	5540.39	5817.41	6108.28
Fire Captain	3.0%	133					5594.70	5874.44	6168.16	6476.57	6800.40
Fire Inspector	3.0%	835	4468.97	4692.43	4927.04	5173.40	5432.07	5703.67	5988.85	6288.30	6602.71

July 1, 2022

Position	Increase	Range	Steps								
			A	B	C	D	E	F	G	H	I
Firefighter/EMT	2.0%	129	3823.96	4015.16	4215.92	4426.72	4648.05	4880.45	5124.48	5380.70	5649.73
Fire Equipment	2.0%	131			4649.26	4881.72	5125.81	5382.10	5651.20	5933.76	6230.45
Fire Captain	3.0%	133					5762.54	6050.67	6353.20	6670.86	7004.41
Fire Inspector	3.0%	835	4603.04	4834.17	5075.88	5329.67	5596.15	5874.78	6168.52	6476.95	6800.79

July 1, 2023

Position	Increase	Range	Steps								
			A	B	C	D	E	F	G	H	I
Firefighter/EMT	2.0%	129	3900.44	4095.46	4300.23	4515.25	4741.01	4978.06	5226.96	5488.31	5762.72
Fire Equipment	2.0%	131			4742.24	4979.35	5228.32	5489.74	5764.22	6052.43	6355.05
Fire Captain	3.0%	133					5935.42	6232.19	6543.80	6870.99	7214.54
Fire Inspector	3.0%	835	4741.13	4979.19	5227.09	5488.45	5764.03	6051.02	6353.58	6671.26	7004.81

July 1, 2024

Position	Increase	Range	Steps								
			A	B	C	D	E	F	G	H	I

Firefighter/EMT	2.0%	129	3978.45	4177.37	4386.24	4605.55	4835.83	5077.62	5331.50	5598.08	5877.98
Fire Equipment	2.0%	131			4837.09	5078.94	5332.89	5599.53	5879.51	6173.49	6482.16
Fire Captain	3.0%	133					6113.48	6419.15	6740.11	7077.12	7430.97
Fire Inspector	3.0%	835	4883.36	5127.52	5383.90	5653.10	5935.75	6232.54	6544.17	6871.38	7214.95

B. Newly hired bargaining unit members of the Fire Department shall be placed in the Pay Plan at Step A and proceed through the Pay Plan as follows:

New Hire	Completion of 1 year	Completion of 1.5 years	Completion of 2.5 years	Completion of 3.5 years	Completion of 4.5 years	Completion of 5.5 years	Completion of 10.5 years	Completion of 15.5 years
A	B	C	D	E	F	G	H	I

C. Pay following promotions: Newly promoted bargaining unit members will move into the lower pay grade for the rank the member has been promoted to that insures a minimum of a five percent (5%) pay increase. Thereafter, the bargaining unit member will receive one (1) step increase upon successful completion of their probationary period, and shall be eligible for additional steps on their date of promotion (which becomes their new “anniversary date” for step increase purposes only), provided they have satisfactory evaluations and have accumulated the required years of services as of their “anniversary date”.

D. Paramedic: Each fully qualified Paramedic, shall be paid an additional 5% of their base compensation during the period of this agreement. This amount will be paid on a bi-weekly basis. An individual may elect to cease participation in the active program at which time the 5% differential shall cease. Should that individual maintain the appropriate certification and serve as a paramedic on a shift due to the absence of an active paramedic, the individual shall receive 5% of base compensation for any such shift.

E. Hazardous Materials Technician: Each Hazardous Materials Technician permanently assigned at the designated Haz Mat Station will be paid an additional 4% of base pay during the period assigned. Hazardous Materials Technicians volunteering for the program, but not permanently assigned will be paid an additional 2% of base pay provided that not more than twenty (20) individuals can receive the additional pay and provided further that not more than eight shall be on any one shift. All Hazmat positions shall be filled based on seniority and qualification as a technician. Employees must hold a valid HazMat Tech certification to bid to the HazMat Station. All Department employees must maintain their HazMat Ops certifications.

SECTION 5.3. The City will pay employees working the 24-hour on/48 hour off duty schedule time-and-one half for all hours actually worked on a holiday as per Section 10.5 of this Contract. The City will pay all other employees covered under this Agreement the overtime rate for the time worked on a holiday. [TA]

When a weekend holiday is observed on a Friday or a Monday, this section shall apply to the actual holiday, and not to the observed holiday.

SECTION 5.4. Longevity Pay. Each member shall receive longevity pay as follows:

Every employee covered under this Agreement shall receive a longevity increase on their anniversary date (date of hire), equal to one-half percent (0.5%) of the employee's new base pay. "New Base Pay" is defined as every individual employees' hourly rate including all accrued Longevity as of January 1, 2020.

Longevity pay shall be calculated as follows: $[\text{new base pay}] \times .005 = [\text{longevity increase}]$. Final base pay will be determined as: $[\text{new base pay}] + [\text{longevity increase}] = [\text{final base pay}]$.

No member's longevity pay, or final base pay shall be reduced during the life of this Agreement. Each bargaining unit member shall be compensated for longevity pay beginning with the first payroll following the bargaining unit member's anniversary date. [TA]

SECTION 5.5. Members of this Bargaining Unit are covered by Lagers Pension Plan, which is governed by State Legislation. The current Lagers benefits, which are the L-6 Plan, final average salary of the highest three (3) consecutive years in the last ten (10) years of service and contributory employee participation, will be maintained by the City. Members of the Bargaining Unit shall receive any future benefits of the pension plan provided by the City.

SECTION 5.6. Death and Dismemberment Benefits. The City shall furnish all members life insurance in the amount of one (1) full year's salary for natural death and three (3) full years' salary for accidental death payable in a single payment to the employee's designated beneficiary. The insurance shall also include dismemberment benefits.

SECTION 5.7. Medical Benefits. Until new medical insurance plans are introduced, the City will maintain the current plans in effect. The member's contribution shall not exceed twenty (20) percent of the cost of the plan. The City may increase or decrease the member's share of premium cost as necessary, with the condition that the Staywell Health Advisory Committee shall be given a reasonable opportunity to thoroughly review and report to the City Manager its recommendation on any proposed change in premium division to the Staywell plan, and that the Committee recommendation shall be reviewed by the City Council prior to any change being implemented.

The City will maintain the employee Stay Well Advisory Committee. The Union may appoint one (1) Bargaining Unit member to the committee. The Union appointee shall be made by the President of the Union.

For those employees who select a High Deductible plan with a Health Savings Account, the City through the Staywell Fund, or such other fund as the City may designate, will contribute Six Hundred Dollars (\$600) per year to the HSA account of any employee with individual coverage, and One Thousand Two Hundred Dollars (\$1,200) per year to the HSA account of any employee with family coverage.

The City will offer the same active member medical, dental, and vision insurance plans to spouses and dependent children of members killed in the line of duty at one hundred (100%) percent cost covered by the City.

1. The Spouse will be covered for 10 years or until remarriage, whichever comes first.
2. Dependent children will be covered until the age of 26.

SECTION 5.8. For purposes of future wage negotiations, the Union and the City agree to conduct salary and benefit surveys. The following survey and analysis points will be used in conducting said surveys:

A. Comparative Jurisdictions

Grandview, MO	Independence, MO
Kansas City, KS	
Columbia, MO	
Lee's Summit, MO	
Lenexa, KS	
Olathe, KS	
Shawnee, KS	
Blue Springs, MO (CJCFPD)	

B. The survey will examine the rank of Firefighter, Fire Equipment Operator, Fire Captain, and Fire Inspector. The City and Union recognize the agencies in 5.8A of this contract may call these positions by another title. In the event this occurs, every effort will be made to analyze like positions. If any City on the above list does not pay employees in a relevant classification on an hourly/overtime eligible basis, that group of employees will not be included in the survey. All survey data will consider each position at both the top and the bottom of their pay ranges or steps.

C. For purposes of analysis, the value of salary and benefits will be combined. The benefits used will be as follows:

- Health Insurance (Stay-Well)
- Dental Insurance (Stay-Well)
- FICA
- Lagers (Employer contribution)
- Deferred Compensation (Employer contribution)
- Life Insurance (Employer contribution)
- Holiday
- Vacation (10 years of service)
- Sick Leave (10 years of service)
- Personal Business Day
- Longevity (10 years of service)

Other benefits may be added or deleted by written mutual agreement of the parties.

D. The City will prepare the questionnaire of salaries and benefits and provide the Union with a copy for their approval prior to its distribution. The questionnaire will be sent to the Agencies listed in Section 5.8A of this Agreement no later than 60 days after either party declares in writing its desire to commence negotiations.

SECTION 5.9 Court Time: When any employee covered by this agreement is required to appear in a legal proceeding on behalf of the City on his/her time off, such employee shall receive one-and-one-half (1 1/2) times his/her hourly rate for a minimum of two (2) hours or for the period the employee is actually required to be present as a witness, whichever is longer.

ARTICLE 6 - INDEMNITY FOR DAMAGES

The City will provide employee indemnification on the same basis as such indemnification is provided for other employees of the City.

ARTICLE 7 - SENIORITY

SECTION 7.1. A member's seniority with the Fire Department shall date from their last date of hire into the bargaining unit. After a newly hired member has completed their probationary period, their seniority shall be counted from their last date of hire into the bargaining unit and shall include the period spent as a newly-hired member. If more than one (1) member is hired on the same date, seniority will be determined by alphabetical order, based on the member's last name on his or her date of hire. [TA 6/5/20]

SECTION 7.2. A member's City seniority shall date from their last date of hire with the City and shall refer to seniority in the context of items covered by the City's Personnel and Policy Manual. [TA 6/5/20]

SECTION 7.3. Unless directly specified as rank or City seniority, seniority as referred to in the articles and sections of this Contract shall mean bargaining unit seniority, which shall date from the member's last date of hire into the bargaining unit, except per Section 8.1.

SECTION 7.4. Management recognizes the principle that seniority consideration means giving that member of the bargaining unit who has the most years of service invested in the Fire Department greater consideration than another member with less investment in time.

SECTION 7.5. The Fire Department shall establish and maintain a seniority list. The list shall be brought up-to-date on December 1 of each year, posted in each fire station, and made available to each Captain. A copy shall be mailed to the Secretary of Local 781 at the time of distribution. Any objection to the seniority list posted shall be reported in writing to the Fire Department within thirty (30) days after being posted or the list shall stand approved for use during the next calendar year. The list shall show rank and seniority date.

SECTION 7.6. Bargaining unit seniority shall prevail in regards to scheduling of vacations, Kelly Days, layoffs, recall, bidding, transfers, and promotions as provided for in this Contract. This in no way is meant to limit or restrict the application of seniority in any provision of this Contract or in other applicable situations.

[TA 6/5/20]

SECTION 7.7. Bargaining unit seniority shall be lost where a member is discharged for cause, quits, is absent from work without prior notice for three (3) consecutive working days, fails to return to work from vacations or leaves of absence, is absent from work for any reason for a period of more than one (1) year, or more than two (2) years in the event of an absence resulting from a Workers' Compensation injury. [TA 6/5/20]

SECTION 7.8. A members Rank Seniority shall be the date on which they accepted their most recent promotion through written documentation. Once having been promoted to a rank, the member will accumulate Rank Seniority according to their total length of employment in that rank, unless broken by resignation, layoff, or discharge. [TA 6/5/20]

ARTICLE 8 - LAYOFFS-ADMINISTRATIVE DEMOTIONS-REINSTATEMENTS

SECTION 8.1. Elimination of bargaining unit positions

In the event a reduction in force or a reorganization which eliminates a position(s) included in the bargaining unit as defined in Article 2 of this contract is implemented, layoffs and reductions in rank shall be subject to the following provisions:

A. Reduction in rank or force

A Bargaining-unit member whose position has been eliminated, or who has been displaced (bumped) because a higher bargaining-unit position has been eliminated, shall be assigned to the next lower rank the member previously held that is not occupied by a member with rank seniority greater than theirs. Rank seniority in the reduced rank shall be from the date of original assignment and not the date of reduction. Reduction in force in non-suppression positions shall be by bargaining unit seniority.

B. Layoff

Layoff shall be by bargaining unit seniority as defined in this Contract. The individual with the least bargaining unit seniority, regardless of rank, shall be the first laid off, and this procedure shall be followed successively.

C. Reinstatement.

Those so laid-off or reduced in rank shall be immediately rehired or restored to their previous rank as positions become available within two (2) years of the reduction or layoff and in the reverse order of their layoffs or reductions. They shall not be required to take entrance or promotional examinations, and no new requirements that might make them ineligible for rehire or restoration to rank shall apply. Applicable seniority shall then date from the original hiring or promotion and not the date rehired or restored to rank. No new employee shall be hired or other member promoted to the affected rank until the laid-off or reduced members shall have had the opportunity to be rehired or reinstated to rank.

SECTION 8.2. Elimination of Non-Bargaining Unit Positions.

If a position that is not a part of this bargaining unit as defined by this Contract is eliminated, the employee affected may be assigned to a lower rank within the bargaining unit provided that the member previously held that rank.

SECTION 8.3. Any member transferred temporarily from the Fire Department for the convenience of the City shall retain all Contract rights including wages and fringe benefits.

SECTION 8.4. Members transferred from the Fire Department permanently as a result of reorganization retain a right to recall to the Department for a period of two (2) years.

ARTICLE 9 - HOURS OF WORK

SECTION 9.1. Fire Operations.

The duty hours for Fire Operations shall be an average of forty-nine and one-half (49.5) hours per week based on twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. One full twenty-four (24) hour shift off duty per twenty-seven (27)-day pay cycle without compensation shall be granted each member assigned to the Fire Operations Division to accomplish the reduction of scheduled hours to the average of forty-nine and one-half (49.5) hours per week. This shift shall be known as a Kelly Day.

The Kelly Day is the non-compensated time that is used to prevent the member's regular schedule from entering an overtime status in accordance with current FLSA law.

SECTION 9.2. Inspection Division.

Personnel assigned to the Inspection Divisions shall work a forty (40) hour week, in accordance with the following schedules:

Schedule A: shall work a five (5) day, forty (40) hour schedule, Monday through Friday, 0800 to 1630 with a 30 minute lunch break.

Schedule B: shall work a four (4) day, ten (10) hour work schedule. The ten hour work schedule shall be from 0700 to 1730, with a 30 minute lunch break.

Choice of schedules shall be completed by seniority prior to January 1 of each year and no more than one (1) member shall be able to bid the same flex day.

A member selecting "Schedule A" or a member who has been assigned to the Division after January 1st cannot bump a less senior Inspector during that year.

A member selecting "Schedule B" shall revert to "Schedule A" during weeks that include a holiday.

Members may trade or be asked to trade their individual flex day with the approval of the member and Division Chief.

SECTION 9.3. Overtime.

A. Any member required to work in excess of their regularly assigned hours of duty shall be compensated at the rate of one and one-half times their regular rate of pay including longevity, incentives and when applicable holiday rate.

B. Overtime shall be computed in accordance with the Fair Labor Standards Act. All compensated leave shall be included in the total hours worked for purposes of calculating overtime compensation.

C. In the event an error was made and a member was not hired in accordance with the provisions of this contract and Fire Department policies, said member shall be offered a replacement opportunity to work, at a time convenient to the member's personal schedule. Replacement time shall be worked within a reasonable period not to exceed two weeks.

SECTION 9.4. Recall/Order-In.

Any member recalled or ordered in to duty shall be paid for a minimum of three (3) hours.

SECTION 9.5. Minimum Required Members for Operations.

(a) The City and Union agree that there is a minimum number of members required to operate the Fire Operations Division. This requisite level shall be, at a minimum, the following crew complement:

Each Pumper/Quint/Squad Company---3 members on duty (1-Captain, 1-Fire Equipment Operator, 1-Firefighter) [TA 6/5/20]

Each Truck Company---3 members on duty (1-Captain, 1-Fire Equipment Operator, 1-Firefighter) [TA 6/5/20]

Each Rescue Company---2 members on duty (1-Captain, 1-Fire Equipment Operator) [TA 6/5/20]

(b) The City recognizes that the current staffed apparatus deployment includes a minimum of 10-Pumpers/Quints/Squads, 2-Trucks and 2-Rescues. [TA 6/5/20]

(c) In determining minimum staffing for a truck company, the truck may be kept in full service at any time there are three (3) members on duty. New rescue companies may be established not attached to trucks, and will be staffed at two (2) members for minimum staffing purposes. [TA 6/5/20]

(d) At no time will Pumpers and/or Quints and/or Squads be staffed with only two (2) personnel, except in the execution of their regular duties (for example, when one of the personnel rides with the ambulance to the hospital). This provision applies to both morning and evening roll call. [TA 6/5/20]

(e) The City will not detail from a company putting that company below minimum staffing to keep another company in service.

SECTION 9.6. Minimum Staffing System

The Union agrees that members may work in excess of their regular shifts at a straight time rate to maintain the minimum requisite number of members required per Section 9.5 and strictly subject to the requirements set forth in this section.

Minimum staffing shall be paid at the member's current rate of pay, or if volunteering to work out-of-position at the bottom step of the higher classification or 5% above the member's final base pay, [whichever is greater], and is subject to the following requirements: [TA]

(A) That such work is strictly voluntary on the part of the member working who must have placed their name on a voluntary minimum staffing list on the preceding shift or volunteer when contacted.

(B) That minimum staffing applies only to the Fire Operations Division and is to be used only to maintain the established minimum number of members on duty as set forth in Section 9.5.

(C) That provisions for volunteering and for making minimum staffing assignments as specified in this and other sections of this Contract and of the Department General Orders are strictly observed.

(D) Minimum staffing will not be used to maintain any temporary positions or units unless by written mutual agreement between the City and Union.

(E) Volunteers must be qualified (i.e., if Paramedic or Hazardous Materials Technician certified is needed).

If any of the previous requirements are not met, then the pay shall be at the rate of time and one-half as identified in Section 9.3. Members on duty on minimum staffing shall be allowed to go to a store within the district to obtain provisions for the shift. The Company may take the Company's apparatus to accomplish this.

The Union agrees to encourage the volunteer minimum staffing and will take no action to interfere with or to discourage volunteering.

SECTION 9.7. Out of Position

It is agreed that all members can be required to temporarily work at the next higher classification above their permanent rank when needed. Compensation for working out-of-position shall be the bottom step of the higher classification or 5% above the member's final base pay (hourly rate for all hours worked out of position), whichever is greater. [TA]

At the request of a member who has a bona fide medical reason, the Fire Chief may exclude a member from being required to work out-of-position. Any member being granted such an exclusion by the Fire Chief will detail (lateral) to a company if another member of the same classification is detailed to an out-of-position classification to accommodate such an exclusion.

SECTION 9.8. Members on duty shall be allowed time off duty with pay to vote in accordance with applicable statute.

SECTION 9.9. A. Minimum staffing and overtime opportunities shall be offered in accordance with the seniority/rotation system and required in reverse order of seniority within a shift and classification. Members on unscheduled leave will not be eligible for minimum manning or overtime, but will not lose their place on the list. Members on scheduled leave may call in on any day before 17:00 hours to notify the shift commander that they wish to be placed on an eligibility list for minimum staffing/overtime work on the following day. Management will call from this list in seniority order after exhausting first and second call options, if needed, and before ordering in any personnel. Members who work will then move to the bottom of the minimum staffing rotation.

B. Following a disaster or critical emergency situation in which time delays may jeopardize the safety of the community or fire personnel, management shall have the right call in the closest qualified personnel, without regard to the operation of the seniority/rotation system.

SECTION 9.10. Captains may volunteer to work as an Out of Position Shift commander after completion of the "Training Program for Chief Officers" in accordance with the SOP 106. While in the training period said Captains will be temporarily assigned to Fire Administration and will be replaced in the suppression division, to fill the vacant position on the member's regularly scheduled shift. While in the training period in accordance with SOP 106 these members will be assigned as Battalion Chief 11. [TA 6/5/20]

After completion of the Chief Training Officer program, qualified Captains can work as an out of position Shift Commander. In the event Fire Administration elects to use a Captain as an out of position Shift Commander the member will be designated as BC-1. If Fire Administration elects to use a member from the suppression division as BC-1 the City will replace that member, in suppression, using minimum staffing only if the daily staffing level is below minimum set forth in Section 9.5 of this Agreement. [TA 6/5/20]

ARTICLE 10 - VACATION AND HOLIDAYS

SECTION 10.1. All members working the forty-nine and one-half (49.5) hour per week schedule shall accrue vacation leave for calendar years of service worked as follows:

1 through 4 years of service - 5 shifts off duty with pay.

5 through 9 years of service - 6.5 shifts off duty with pay.

10 through 14 years of service - 8 shifts off duty with pay.

15 or more years of service - 9 shifts off duty with pay.

Vacations shall be scheduled within the companies per Article 26 of this contract.

SECTION 10.2. All members of other divisions shall accrue paid vacation leave credit to the following annual maximum.

1 through 4 years of service - 80 hours

5 through 9 years of service - 120 hours

10 through 14 years of service - 160 hours

15 or more years of service - 200 hours

Vacations shall be scheduled within the division per Article 26 of this Contract.

SECTION 10.3. Members may accumulate vacation, holidays and personal leave to a maximum of four (4) times the member's annual accrual of each leave. Compensation for unused vacation and holiday leave shall be paid upon separation from employment on an hour for hour basis for every hour accrued to the maximum allowed as follows. In no case can more than two and one-half (2.5) times the members annual accrual of vacation or holiday leave be paid upon termination. The maximum payout of Personal Business leave for members separating in good standing shall be set at seventy-two (72) hours for those working the forty-nine and one-half (49.5) hour week schedules and at sixty (60) hours for those working forty (40) hours per week. Compensation for unused personal business leave shall be paid upon separation only for resignation, retirement, death or layoff.

SECTION 10.4. If a member is transferred, no member's yearly scheduled vacation shall be altered because of such transfer.

In the event a member voluntarily bids for another company or division, their vacation shall not alter any vacation schedule that had been established within that company or division prior to this assignment.

SECTION 10.5. The following days shall be considered holidays for all members of the Bargaining Unit.

New Years Day	President's Day
Memorial Day	Truman's Birthday
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Eve
Christmas Day	Martin Luther King's Birthday

and any other day or a part of a day declared a holiday for other City employees.

For members of the Fire Department working the forty-nine and one-half (49.5) hour week, the holidays designated above shall be accrued as 4 twenty-four (24) hour work shifts off duty each calendar year and shall be added to the accrued vacation time of each member. Additional declared holidays as stated above shall be similarly accrued.

SECTION 10.6. The City agrees that forty-nine and one-half (49.5) hour per week members whose shift begins on a holiday and who actually work the holiday, shall be compensated at the holiday rate established in Section 5.3 of this Contract for the entire shift. All other members will be paid the holiday rate for each hour worked on the holiday.

SECTION 10.7. A member's vacation shall not be credited to another form of leave without the member's approval.

SECTION 10.8. For use as personal business leave, all members working the forty-nine and one-half (49.5) hour week shall be allowed annually to accrue a maximum of one (1) twenty-four (24) hour shift, and members working forty (40) hours per week shall be allowed twenty-four (24) hours. Members may use any accrued personal business leave they have accrued, and this leave may be taken as scheduled leave.

A member must maintain a positive balance of other accrued leaves when using personal business leave which has not been accumulated. Personal business leave shall be accumulated in increments of two (2) hours per month on the first (1st) of the month for the amount earned during the previous month. In the event that in any year the City Council specifically appropriates funds for the purpose, a member may elect once a year to convert unused personal business leave not to exceed a maximum of twenty-four (24) hours to a cash payment, at the member's current rate of pay. In the event that in any year the City Council specifically appropriates funds for the purpose, members working a forty-nine and one-half (49.5) hour schedule may also elect to convert to cash forty-eight (48) hours of accumulated and unused vacation leave, at the member's current rate of pay. Such election to convert to cash must be made during the last full week of October. The member making election for pay shall be paid prior to the last day of November.

SECTION 10.9. Newly hired employees may not use personal business leave in the first year of employment with the Fire Department. [TA 6/5/20]

ARTICLE 11 - SICK LEAVE, FAMILY LEAVE, AND BEREAVEMENT LEAVE

SECTION 11.1. Sick leave shall be taken as a matter of right upon the occasion of the disability or illness of the member pursuant to the provisions of this Article and other applicable provisions of this Contract. All members, working the forty-nine and one-half (49.5) hours per week schedule, shall accrue sick leave and family leave at the following rates:

One (1) through Fourteen (14) years of service - twelve (12) hours per month;

Fifteen (15) or more years of service - Fourteen (14) hours per month.

SECTION 11.2. All members, working the forty (40) hour per week schedule, shall accrue sick leave and family leave at the following rates:

One (1) through fourteen (14) years of service - eight (8) hours per month;

Fifteen (15) or more years of service - eight and one-half (8.5) hours per month.

SECTION 11.3. The City and the Union agree to establish a pool of time to be used for the purpose of donating leave for use by other bargaining unit members, as set out herein. This pool will be built up from hours bargaining unit members voluntarily donate to the pool from their own accrued leave balances. The leave will be distributed according to the guidelines set out below to bargaining unit members who request to use donated leave and who satisfy the listed criteria. The pool shall be administered by the City's Human Resources Department.

A. Donation.

1. During the first pay period occurring in February and the first pay period in August of each year, bargaining unit members choosing to contribute to the donated leave program may donate accrued leave in 12-hour increments, up to a maximum of 72 hours donated by any one employee in a given year. Donation elections may be made by email or in person. At no time after donating leave to the pool may a member take back the hours they have donated.
2. A bargaining unit member who wishes to donate to the leave donation pool will designate the form of leave they wish to donate: sick leave, vacation, or personal business leave.
3. The donation of leave to the pool by a bargaining unit member is strictly voluntary. In the event a member wishes to access the pool and no hours have been donated, no hours will be transferred to the member. In the event the available hours in the pool are exhausted, paid leave to all members receiving donated leave shall stop. By participating in the pool, each bargaining unit member agrees to the terms set out herein, and agrees to hold both the City and the Union harmless for any alleged claims, demands, causes of action, etc., related to the existence or operation of the pool.

B. Application for and Receipt of Donated Leave. Members who are unable to work due to a serious health condition, as defined under the FMLA, may request use of donated leave. All use of donated leave shall be subject to the following criteria, which shall be applied evenhandedly to all employees, without regard to any factor other than those set out below:

1. Members are eligible to receive donated leave only if they have been unable to work for at least thirty (30) calendar days, due to the serious health condition that is causing the need for leave.
2. Members must have exhausted all accrued paid leave of all types before they will be eligible to receive donated leave.
3. Members must have worked for the City for at least one year before they will be eligible to receive donated leave.
4. Members will not accrue any additional sick leave, vacation pay, or personal business days while on donated leave.
5. Individual members will be eligible to receive a maximum of six (6) months of donated leave in any rolling twenty-four (24) month period.
6. There shall be no limit on the number of members who may use donated leave at any given time, so long as each qualifies under the criteria listed above. If all available donated leave is exhausted, payment of donated leave shall cease until after additional donations are received per the process set out above.

SECTION 11.4. Bereavement leave shall be allowed in the case of death within the immediate family of a member, such member shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the member's accumulated sick leave or vacation time or considered for purposes of incentive, per Section 6 of this article.

- A. If the services are to be conducted within a radius of four hundred (400) miles or less, leave taken in such cases shall not exceed the balance of the current shift if the member is on duty at the time of notification of a death in the family, and:
 - a. a period of one twenty-four (24) hour shift for members working forty-nine and one-half (49.5) hours per week, and
 - b. three (3) consecutive eight (8) hour shifts for members working forty (40) hours per week.
- B. If the services are to be conducted out of a four hundred mile radius, such member shall be entitled to remain absent from duty in order to attend such services for a period not to exceed:
 - a. for members working forty-nine and one-half (49.5) hours, two consecutive regularly-scheduled twenty-four hours shifts, and
 - b. for members working forty (40) hours per week, five (5) consecutive eight (8) hour shifts.

At no time will any employee who has taken bereavement leave be required to work extra shift(s) without compensation for time missed due to bereavement leave, irrespective of the employee's leave balance.

Immediate family for purposes of this provision shall have the same meaning as applies for family leave allowances, below.

SECTION 11.5. Family leave shall be allowed for the purpose of attending to immediate family members upon the occasion of their disability or illness. Such leave shall be charged against sick leave

accumulation. Immediate family for purposes of this provision and Section 11.4 shall mean: spouse, mother, father, sister, brother, daughter, son, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparents, spouse's grandparents, grandchildren, stepmother/father, stepbrother/sister, half brother/sister and stepchildren.

SECTION 11.6. INCENTIVES

(A) Incentives for not using sick leave will be based on the member's annual sick leave usage as of March 31 of each year.

(B) If a member uses seventy-two (72) hours or less, for members working forty-nine and one-half (49.5) hours per week, or twenty-four (24) hours or less for members working forty (40) hours per week, of sick leave in a year and has greater than fifteen (15) years of service at the end of the year, then the forty-nine and one-half (49.5) hours per week member may convert forty-eight (48) hours of accrued sick leave to twenty-four (24) hours of vacation. The forty (40) hour per week member may convert sixteen (16) hours of accrued sick leave to eight (8) hours of vacation.

(C) Any member having greater than fifteen (15) years of service and more than 750 hours of sick leave accumulated at the end of a year and has used seventy-two (72) hours or less, for members working forty-nine and one-half (49.5) hours per week, or twenty-four (24) hours or less for members working forty (40) hours per week, of sick leave in that year shall accrue additional vacation of twenty-four (24) hours, for members working forty-nine and one-half (49.5) hours per week, or eight (8) hours for members working forty (40) hours per week.

(D) Any member who uses twenty-four (24) hours or less, for members working forty-nine and one-half (49.5) hours per week, or eight (8) hours or less for members working forty (40) hours per week, of sick leave in a year shall accrue additional vacation of twenty-four (24) hours; for members working forty-nine and one-half (49.5) hours per week, or eight (8) hours for members working forty (40) hours per week.

SECTION 11.7. Members hired on or before February 1, 2021, who separate from the service via resignation, retirement, death or layoff, shall be compensated for accumulated sick leave credit as follows:

Members working the forty-nine and one-half (49.5) hour per week schedule

10 through 15 years of service: up to 780 hours

16 through 25 years of service: up to 1040 hours

26 or more years of service (or line of duty disability/death): up to 1560 hours

Members working the forty (40) hour per week schedule

10 through 15 years of service: up to 520 hours

16 through 25 years of service: up to 780 hours

26 or more years of service (or line of duty disability/death): up to 1040 hours

Payment shall be at the Member's rate of pay at the time of separation on an hour-for-hour basis. A Member can elect to take this payment in a lump sum or in by-weekly installments until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods.

Members hired on or after February 1, 2021 shall not be eligible to receive sick leave payout upon separation, for any reason. Sick leave accrual for these employees shall be capped at 1750 hours for employees scheduled to work 49.5 hours per week, and 1250 hours for employees who work 40 hours per week. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

Annual Contribution for 49.5-hour Employees

Firefighter	\$625
Equipment Operator	\$625
Captain	\$625

Annual Contribution for 40-hour Employees

Captain	\$525
Inspector	\$525

The annual 401a benefit will vest according to the following schedule:

Years of Service	Vesting
0-4	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10+	100%

Employees who have less than ten full years of service as of the day this Agreement is ratified shall have a one-time option to elect to be included in the 401a program, in which case they will not be eligible for pay out of any sick leave upon retirement and will be subject to the sick leave accrual caps set out above, but will participate fully in the 401a program outlined above, as if they had been hired on or after July 1, 2021. The election must be made in writing (email will suffice), within thirty days after the City Council approves the Work Agreement, and shall be irrevocable. Employees electing to be included under the 401a program will be credited for their prior service with respect to the vesting requirements set out above.

Additionally, the City will provide an initial contribution toward each employee's 401a account equal to their total years of service at the time of their election to participate in the program, rounded down to the nearest whole number and capped at five. For example, a firefighter with 8.7 years of service on the day he or she elects to participate in the 401a program would no longer be eligible for any sick leave payout on separation, but would participate fully in the 401a program and would receive an initial contribution from the City in the amount of \$3,125 (5 x \$625). A firefighter with 3.9 years of service would receive an initial contribution from the City in the amount of \$1,875 (3 x \$625).

The initial contribution for any employee eligible to receive such contribution will be made in two equal amounts, on July 1, 2021 and July 1, 2022. All annual contributions will also be made on July 1 of each calendar year. Employees must be on the payroll as of July 1 in any given year to receive the initial or annual contribution payments. There shall be no pro-rating of any such payments for partial years of service. For example, the employee in the first example above would receive \$1,562.50 on July 1, 2021 and \$1,562.50 on July 1, 2022, and would also receive his or her annual \$625 contribution, for a total contribution amount of \$2,187.50 each year in 2021 and 2022, and then \$625 per year thereafter.

Employees who experience a duty-related disability or who die while employed by the City shall automatically become fully vested, and shall receive any initial or annual contribution as if they had completed the then-current contract year (i.e. as if they had continued working to the next upcoming July 1 anniversary date).

ARTICLE 12 - INJURIES

SECTION 12.1. In all instances, worker's compensation shall be provided by the City for all members' injuries arising in the course and scope of their employment. All incidents, injuries, and reoccurrences of injuries shall be reported to the City without unreasonable delay and pursuant to Department procedures.

SECTION 12.2. Members who suffer disability while on duty shall receive full salary and benefits including accrual of vacation, sick leave, and personal leave days while unable to return to their regular assignment, except as provided for in Section 12.5 of this Article, up to a maximum of fifty-two (52) weeks. Thereafter, members shall be entitled to benefits under the current Worker's Compensation Act. With the exception of statutory waiting periods, it is understood that in the case of a job-connected disability, a member will not be required to use any accumulated leave until after the depletion of Worker's Compensation benefits. However, following the lapse of the fifty-two (52) weeks, a member who is receiving temporary disability payments under the Worker's Compensation Law may, in addition thereto, at the member's election, receive an amount of money equal to the difference between the disability payment and the member's regular salary, up to the amount of the member's accrued leave. A member may elect to use accrued leave or other contract benefits before applying for a disability retirement under the LAGERS Retirement Program. A member who has been placed on disability retirement shall have full protection of LAGERS legislation and other retirement benefits offered by the City.

SECTION 12.3. A job-connected disability shall include any physical or mental disability reasonably associated with or incurred while on duty. This shall include those definitions included in the Worker's Compensation Act and the judicial decisions involving such Act. The City recognizes that disease of the lungs or respiratory tract, hypotension, hypertension, or disease of the heart or cardiovascular system, including carcinoma may be an occupational disease and determined to be a disability due to exposure to smoke, gases, carcinogens, inadequate oxygen, or psychological stress, if a direct causal relationship is established. Any member who is exposed to and contracts any contagious or communicable disease arising out of and in the course of the performance of the member's duty shall be eligible for benefits as an occupational disease. (It is understood that the City will cooperate, to the extent possible, with a member in attempting to establish the direct causal relationship referred to above. This will include making records available and assisting in research.)

SECTION 12.4. It is the purpose of this section to recognize that the City is responsible for those medical services that represent medical practices or practices intended to restore the member to the same or as

close as possible to their same physical and/or mental condition that existed prior to a job-connected injury.

Costs incurred for treatment of a job-connected injury by a member's own physician prior to notification to the City are subject to denial by the City. However, due consideration shall be given for emergency care which occurs during off-duty hours.

A physician as used herein is defined as a Doctor of Medicine (M.D.), a Doctor of Osteopathy (D.O.), a Dentist (D.D.S.), or other licensed specialist (including a chiropractor or a qualified individual in the mental health field) upon referral from a doctor as specified above.

Nothing under this Section shall exclude or limit any rights a member may have under Chapter 287 RSMO.

SECTION 12.5. After proper convalescence and upon release for modified-duty assignment, a member shall be required to return to work to perform assignments of a modified-duty nature only. The assignments for a member on modified-duty shall be consistent with the member's physical limitations.

SECTION 12.6. All workers' compensation charges for treatment in conformance with this article shall be paid by the City in a timely manner following receipt of a bill. A member shall not suffer bad credit or legal fees in the event the City is late or does not pay the authorized charges.

SECTION 12.7. The City shall not be entitled to a credit for the amount of wages paid to a member during a temporary disability period that exceeds the amount which is allowed by worker's compensation statutes, when determining an award or settlement for a permanent partial or total disability.

SECTION 12.8. For purposes of this article, when an employee is off work and drawing temporary total disability, full pay is defined as eighty percent (80%) of the member's regular straight-time compensation. However, the City will report such compensation to LAGERS at 100% and pay the appropriate percentage on 100%.

ARTICLE 13 - LEAVE OF ABSENCE

The City Manager may, upon application through the Fire Chief, grant a member an irrevocable Leave of Absence without pay for a period not to exceed one (1) year, and such grant shall not be unreasonably withheld. The Human Resources Director is authorized to grant a leave of absence not to exceed fifteen (15) days. A member returning from a leave of absence must be able to perform in the position held at the time of such leave. All other leaves of absence must comply with applicable state and federal laws, including veteran's re-employment rights. Absent unusual circumstances, the purpose of a leave of absence shall be for such reasons as poor health, family hardship, and similar circumstances. If the City Manager denies a request for leave of absence without pay, the decision can be appealed through the grievance procedure.

ARTICLE 14 - EMPLOYMENT RIGHTS

SECTION 14.1. Surviving children and the surviving spouse of a deceased member who died of job-related causes shall be granted preferential employment rights with the City. However, the merit system will not be waived for lack of ability to perform in positions open.

SECTION 14.2. Hiring practices within the Fire Department shall be in strict accordance with the merit system as provided for in the City's Personnel Policies and Procedures, as these may be revised from time to time. This shall include the appointment of relatives to current members of the bargaining unit.

Pre-employment medical and physical requirements shall be in strict accordance to standards as established by the City.

ARTICLE 15 - UNION BUSINESS

SECTION 15.1. Equal union and management representation shall be allowed for all meetings between the City and the Union for the purposes of processing grievances. The Union shall pay for the cost of replacing any union representative other than the grievant(s) attending any meetings if replacement is required to maintain the minimum manning level of the shift on duty.

SECTION 15.2. Union officers or appointed delegates (not to exceed four at a time) shall be granted leave without pay to perform union functions and attend labor meetings. The Union shall pay for the cost of replacing any union representative during their absence from work.

SECTION 15.3. The Union President shall be allowed time off with pay for all meetings mutually agreed to by the City and the Union. The Union shall pay for the cost of replacing any union representative during their absence from work.

SECTION 15.4. Up to four members of the Union negotiating team shall be allowed time off with pay for all meetings mutually agreed upon by the City and the Union. The Union shall pay for the cost of replacing any Union representative during their absence from work.

SECTION 15.5. Upon the approval of the Fire Chief, Union officials or designated members may have access to any Fire Department station/facility for the purpose of conducting Union business so long as that business does not interrupt Fire Department business and/or scheduled activities.

SECTION 15.6. With the approval of the Fire Chief, the Union President or his/her designee may be allowed the use of the Fire Department's telephone system to communicate with the stations. Use of the telephone system shall be limited to communications determined essential by the Fire Chief.

SECTION 15.7. All personnel matters are deemed confidential between the City and the individual employee. Each employee shall be allowed access to City records maintained on that employee. Access is to be allowed within a reasonable time, and at the convenience of the Department and the requesting employee. Requests to access personal records are to be made by the employee through the chain of command. The employee may be accompanied by his/her representative to review his/her records.

SECTION 15.8. The Union shall be furnished at no cost copies of Department SOP's and other general information that affects the rules and working conditions of its membership. All individual personnel matters are deemed confidential between the City and the individual employee(s).

SECTION 15.9. The Department agrees to furnish space for suitable union-furnished bulletin boards in the living quarters of each fire station/facility. These bulletin boards are to be used by the Union, and posting of Union notices, bulletins, etc., shall be limited to these boards. The Union is responsible for all information posted on these bulletin boards. The posting of information that defames individuals, groups, organizations or entities is strictly prohibited. This shall include, but is not limited to, comments directed

at a person's race, sex, age, ethnic origin, religion or handicap. This prohibition shall not be applied for the purpose of restricting the free exchange of ideas between the Union and its members or the Department regarding matters of general interest to the Union, its members and the Department. Any person(s) who posts information that defames others shall be disciplined. Failure to control the information posted on these boards may be cause for removal of the boards.

SECTION 15.10. The Union President or the President's designee shall be allowed a minimum of one (1) hour for group orientation talks to all recruits. The Union President is responsible for scheduling this talk through the Fire Chief.

ARTICLE 16 - DISCIPLINARY ACTION

SECTION 16.1. Members may be disciplined for just cause, including violation of City or Departmental rules. Changes in City or Departmental rules will be addressed through the Labor-Management Committee established herein.

SECTION 16.2. No member shall be subject to any type of final disciplinary action without first receiving a hearing with the Fire Chief or the Chief's designee.

SECTION 16.3. No hearing shall be held unless the member affected and the Union have been notified in writing of the time and place of the hearing and the specific offense(s) charged. No new charges shall be introduced during the disciplinary hearing. This notice must be given at least 72 hours prior to the hearing, and within fourteen (14) calendar days of the Department's obtaining knowledge of the circumstances on which the proposed discipline is based, unless reasonable diligence requires additional time for investigation.

SECTION 16.4. The accused member shall have the right to Union representation and/or an attorney furnished by either the accused or the Union. In the event an attorney will be present on behalf of the Union/accused, the Union will notify the Department Director in advance. The subject of the hearing shall be limited to the charges specified in the notice served per Section 16.2 of this Article. The Fire Chief or the Chief's designee shall determine the guilt or innocence of the accused and the type of disciplinary action to be taken. The decision of the Fire Chief may be delayed no longer than the end of the fourteenth calendar day after the hearing.

SECTION 16.5. Appeals of the decision of the Fire Chief shall be by the grievance procedure per Article 22 of this Contract except that the procedure shall start with step two. The member shall submit the grievance within fourteen (14) calendar days of the date of the decision of the Fire Chief. Any member who wrongfully loses pay or benefits shall immediately be made whole and shall not be required to work minimum staffing or overtime as a remedy.

SECTION 16.6. Discipline, up to dismissal, is designed to be corrective and should be progressive. The progressive levels of discipline are: documented verbal warning, written warning, short-term suspension (24 hours or less), long-term suspension (72 hours), and discharge. Violations of departmental disciplinary rules shall be classified as minor (currently A and B in the Code of Conduct), serious (currently C and D in the Code of Conduct), or major (currently E or F in the Code of Conduct). As a rule, discipline for minor violations will begin with documented verbal warning; discipline for serious violations will begin with a written warning; and discipline for major violations will begin with a long-term suspension. The Department Director may impose or recommend discipline greater or lesser than that called for by the progressive discipline system, and may skip or repeat steps, provided that the

discipline is consistent with just cause and warranted by aggravating or mitigating circumstances and/or active discipline in the employee's record, which reasons shall be stated in writing and provided to the employee. Discipline for similar offenses shall also be consistent with action taken in like cases within the Department, unless cause for a difference in treatment exists. References to the Departmental Code of Conduct do not constitute agreement to or incorporation of that document. The parties recognize and understand that the Code should be reviewed as needed, which will occur through the Labor-Management Committee established herein. [TA 6/5/20]

SECTION 16.7. Discipline shall remain active, so as to serve as the basis for further progressive discipline, for the following time periods (which begin to run on the date of the violation): verbal warning, six months; written warning, one year; short-term suspension (24 hours), eighteen months; long-term suspension (72 hours), two years. In the event, however, discipline is based on conduct by an employee that constitutes prohibited harassment or discrimination, the discipline shall remain active indefinitely in the event the offense is repeated.

SECTION 16.8. Employees shall receive copies of all disciplinary actions placed in their personnel files. Whether or not the discipline is appealed, the member shall have the right to write a letter of explanation in reply, and this shall be permanently attached to and considered a part of the disciplinary record.

SECTION 16.9. The provisions of this Article shall include any transfers made for the benefit or betterment of the department if the transfer is made because of alleged problems caused by the member in their present position. Any member transferred against their will for the benefit or betterment of the department shall upon their written request be given, within 72 hours of their request, a hearing which is subject to the provisions of this Article (routine transfers of newly-hired members shall not be subject to the provisions of this Article). Should any challenge to a non-disciplinary involuntary transfer (due to conflicts or alleged conflicts between personnel, for example) be submitted to arbitration, the issue under review shall be whether the Chief or his or her designee acted in good faith, without discrimination, and exercised reasonable managerial judgment in ordering the transfer. [TA 6/5/20]

SECTION 16.10. In cases involving unsatisfactory performance of an employee's duties – if the unsatisfactory performance does not involve negligence, willful neglect, or gross incompetence – Department management shall notify the employee of the shortcomings in his or her job performance, explain the Department's performance expectations, and give the employee a reasonable opportunity to improve his or her performance before initiating the disciplinary process. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training, before any discipline will commence.

ARTICLE 17 - UNIFORMS, CLOTHING ALLOWANCE AND EQUIPMENT

SECTION 17.1. The City shall pay each member of the Bargaining Unit required to wear the Class B uniform, including fire inspectors, the annual sum of seven hundred and twenty dollars (\$720.00) for the purchase and maintenance of Class B uniforms. The allowance shall be payable bi-weekly and payment shall be made no later than fifteen days after the end of each month. The City shall pay an additional clothing allowance of the same amount and payable under the same conditions to any member required to purchase and maintain an additional Class B uniform for the purpose of working out of position if such uniform is required by department or City rules or policies. The member shall furnish all of the Class B uniform for their permanent rank except for the coat, required insignias, badges, and patches.

SECTION 17.2. The City shall furnish to each member required to wear the Class B uniform the following:

One black uniform coat or jacket;

All required badges, patches, and insignias; and

Any other part of the uniform not required at the effective date of this contract, but subsequently required after the effective date.

The items shall be of the same type and quality presently furnished unless additional requirements are dictated by the City. Members shall be permitted to wear the union patch or logo on uniforms, caps, and jackets.

SECTION 17.3. The City shall furnish each member of the Bargaining Unit required to respond to fire alarms, including fire inspectors, the following National Fire Protection Association (NFPA, recommendation #1971 on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) rated equipment:

One (1) top quality firefighter's helmet with protective face shield, liner and chin strap.

The color code for new issue is to be red for firefighters and fire equipment operators, black for captains, and yellow for newly hired employees; [TA 6/5/20]

Two sets of Personal Protective Equipment (PPE) meeting current NFPA recommendations;

Two (2) pairs of top quality firefighter's boots with steel insole and toe;

Two (2) pairs of waterproof, heat resistant, and insulated gloves;

One (1) waterproof firefighting flashlight

Two (2) fire resistant firefighting hoods; and

One (1) Self contained Breathing Apparatus (SCBA) face piece. All members shall receive a fit test prior to issuing the SCBA face pieces.

One (1) pair of safety glasses. [TA 6/5/20]

Any other protective clothing or personal equipment that may be recommended by both the City Management and the Safety Committee. Any change to the above list of equipment that the City is required to furnish must be approved in writing by both the City and the Union.

All items furnished by the City shall be replaced by the City with no expense to the member when lost, damaged, or deteriorated. Damaged or deteriorated items will be turned in when replaced if furnished by the City. No intentional abuse shall be tolerated.

SECTION 17.4. Members shall be allowed to wear uniform or protective clothing and equipment for charitable or community functions sponsored by the Union unless specifically disapproved by the Fire Chief. The Union must submit requests for approval to use City uniforms and/or equipment at least two weeks in advance, to allow the Fire Chief to notify the City Manager of the request and obtain any guidance he or she provides. The Fire Chief will respond to timely Union requests in writing as soon as reasonably possible, and in any event at least twenty-four hours before any event.

A member shall be permitted to furnish and use their own protective clothing and equipment (turnout gear) if equal to or superior to that furnished by the City. Questions of quality of privately furnished equipment shall be determined by the Fire Department Safety Committee. Past agreements on non-NFPA approved equipment shall prevail except when required by current NFPA standards to wear NFPA approved equipment. All requests to use non-department issued protective equipment must be submitted in writing, through the chain of command. Department management will provide a written response to all requests within thirty (30) days after receipt.

SECTION 17.5. The City shall insure that each member required to respond to emergency alarms shall have available a positive pressure type self-contained breathing apparatus of at least 30 minute duration. The department shall at all times maintain a ready reserve of filled compressed breathing-air bottles for the breathing apparatus in an amount equal to one (1) per member on duty. They shall be available for immediate use on the apparatus.

There shall be a minimum of one (1) self-contained breathing apparatus for each fire suppression member on duty at all times. Each member will be issued their own standard-sized face mask (to include a voice speaking diaphragm). The face mask will be equipped with an eyeglass insert for members who furnish a prescription for eyeglasses. The member will provide their own prescription lenses. [TA 6/5/20]

The department shall make every effort to maintain a reasonable inventory of air bottles, standard-sized face masks, and parts to afford members with prompt re-issue, re-supply or repair when the need exists. The City will provide the most recent testing records regarding any piece of protective or safety equipment upon request.

The City shall insure that each member required to respond to emergency alarms shall have available a portable trunking radio and voice amplifier. The department shall at all times maintain a ready reserve of radios and amplifiers. They shall be available for immediate use on the apparatus. [TA 6/5/20]

ARTICLE 18 - SAFETY COMMITTEE

SECTION 18.1. The City will continue the joint City-Union Fire Department Safety Committee previously established. The Committee will consist of at least four members, with an equal number of members appointed by each side. The Committee will be headed by a Chairman who shall be elected annually by the Committee. This Committee is to perform the function of the Department Safety Committee and shall be the only Safety Committee recognized for the Fire Department.

SECTION 18.2. The Union shall in no way incur liability because of its participation in the Safety Committee. In the case of legal action directed against the City and/or the Safety Committee the City will assume responsibility for the costs of the legal action and of the final judgment.

SECTION 18.3. The Safety Committee shall meet once a month except that in the event of a majority vote, meetings may be canceled on a month-to-month basis. Emergency meetings may be called by the Chairman.

SECTION 18.4. The Safety Committee may advise the Fire Chief and make recommendations for the correction of any health or safety hazards that are found to exist within the Fire Department.

SECTION 18.5. The Safety Committee may review specifications and make recommendations on the specifications for firefighting equipment and apparatus and on the selection of bidders for firefighting equipment and apparatus on a schedule established by the Fire Chief.

SECTION 18.6. The Safety Committee shall investigate and prepare a report of its investigation within 30 days of any accident involving department equipment or personnel. The report shall include its recommendations for correcting any safety problems that may have contributed to the accident.

SECTION 18.7. All recommendations and reports of the Safety Committee shall be placed before the Fire Chief for the Chief's disposition, which shall be reported to the Safety Committee.

ARTICLE 19 - DETAILING

SECTION 19.1. Detailing is a temporary assignment within the Suppression Division. Members in the Suppression Division will not be detailed to a non-suppression position without prior written agreement between the City and the Union.

SECTION 19.2. Selection for a detail is to be made as established in the Department General Orders or Standard Operating Procedures (SOPS). When a member is to be detailed, the primary determination for selection of the member to be detailed shall be the rank and skills required. If more than one member of the required rank and skills is on duty with the company, department seniority shall govern the selection.

SECTION 19.3. The member being detailed may be required to use their own vehicle, if available. If the member uses their own vehicle they will be reimbursed for mileage.

SECTION 19.4. A detailed member shall be allowed while on duty to go to a store within the company district to obtain provisions for the remainder of the current shift. This may be done en route to the station. If there is no store within the district, the member may go to the nearest store along the direct route of travel to the new district.

SECTION 19.5. A detailed member shall have the option of returning to their own company or remaining with the company to which detailed when relieved from the detail by return of a member, unless an additional detail is required or otherwise directed.

SECTION 19.6. Nothing in this Article shall preclude any assignment or detail necessary to provide emergency medical services or training with a minimum payment of overtime.

ARTICLE 20 - PROMOTIONS

SECTION 20.1. All promotional examinations must test the ability to perform the work required of the classification in question, and must be conducted consistent with the provisions of Article 27.

SECTION 20.2. Promotions to Bargaining Unit positions in the City's Fire Department shall be made by competitive examinations in accordance with the City's Personnel Policies and Procedures Manual and the City Charter and shall be weighted per this Contract. Applicants will be required to fulfill prerequisites for taking the examination (such as obtaining required certifications – refer to Section 27.4), and to demonstrate their ability to operate equipment used by employees in the classification sought. All evaluations of demonstrated abilities will be addressed through the Labor Management Committee prior to implementation.

SECTION 20.3. The following factors and requirements shall be considered in examinations for the classifications specified and given weights in accordance with the below listed percentages. The City shall see that tests are given in a timely and efficient manner.

(A) Fire Equipment Operator Requirements - Five (5) years continuous service in the Fire Operations Division as a Firefighter, from date of hire, and in accordance with Article 27 of this Agreement.

Seniority	25%
Written Examination	75%

Management shall assure that all operations personnel are, within the first two (2) years of assignment, given the opportunity to become qualified to operate all pieces of equipment used or operated by fire equipment operators.

(B) Fire Captain or Arson/Fire Investigator Requirements - Seven (7) years continuous service on the Fire Department and a minimum of two (2) years of continuous rank seniority as a Fire Equipment Operator, and in accordance with Article 27 of this Agreement.

Seniority	25%
Written Examination	75%

(C) Training Officer or Fire Safety Officer Requirements - Ten (10) years continuous service on the Fire Department and at least three (3) years as Captain.

Seniority	25%
Written Examination	75%

Applicants must make seventy percent (70%) or above on the written examination to be eligible for promotion. The pass/fail standard for any written examination provided by this section shall be seventy percent (70%) of the total questions. An applicant who does not score seventy percent (70%) shall have the same right to review their test as provided for in Section 20.4.

SECTION 20.4. The results of promotional examinations shall be posted no later than three (3) weeks after the test date. A member shall be allowed to review their completed test, which shows all weights, after posting and at a convenient time. Eligibility tests will expire one (1) year from posting and a new test will be given within thirty (30) days prior to the expiration. Members on duty on test day will be

allowed off duty with pay to take the examinations. Once a test has been compromised or reasonably believed to have been compromised, then immediately after gaining this information, the Human Resources Director shall destroy the test in question and obtain a new test.

SECTION 20.5. Promotions to bargaining unit positions above the rank of firefighter, except by order of the City Manager for demonstrated just cause, shall be made from the current promotional list within ten (10) business days from the date the vacancy occurs. The bargaining unit member promoted shall be assigned to the promotional position no later than the first day of the pay period following the date of the promotion. For the purposes of determining date of rank, the effective date will be the date the vacancy occurred. The effective date of any salary increase will be the first day of assignment to the promotional position. The promotion authorization form will state both the date of rank and assignment date. All promotions shall be in order of numerical ranking from the promotional lists. The member with the highest score will be promoted first and so forth down the list until the list is exhausted either by the prescribed limits or until the list is depleted and then a new test given and a new promotional list established.

SECTION 20.6. The City may create an Arson/Fire Investigator, Fire Safety Officer, or a Training Officer classification in accordance with applicable provisions of this Contract. The City may create a position of City-Wide Safety or Risk Management Officer with right of review over all departments of the City on matters of safety. Nothing contained herein obligates the City to do so.

SECTION 20.7. Any employee declining a promotion shall have his or her name moved to the last position on the roster and will only be eligible for additional consideration at such time as there are no other qualified candidates for consideration, who have not also declined a promotion from the same list. An employee who declines a second time shall be removed from the list.

ARTICLE 21 - SAVINGS CLAUSE

SECTION 21.1. If any provision of this contract or the application of any provision of this contract should be rendered or declared invalid by any final court decision or by reason of any existing or subsequently enacted state or federal legislation, the remaining provisions of this Contract shall remain in full force and effect.

ARTICLE 22 - GRIEVANCE-ARBITRATION PROCEDURE

SECTION 22.1. The following procedure will be observed in the handling of grievances and complaints involving the application or interpretation of the terms and provisions of this Contract.

SECTION 22.2. As quickly as possible after the implementation of this Contract, the City will furnish the Union with a list setting forth positions of Supervisors in relation to the work groups of the City's operations that are related to this bargaining unit. The City will promptly notify the Union of any changes in such personnel as may occur from time to time. The Union will furnish the City with a list of its officers and stewards, setting forth the groups that each steward represents. The Union will promptly notify the City of any changes in such personnel as may occur from time to time.

SECTION 22.3. Should any dispute or grievance arise between the City and its bargaining unit members with regard to the application or interpretation of the terms and provisions of this Contract, such dispute or grievance shall be settled in the following manner:

Step 1. Informal If one or more bargaining unit members should have a grievance or complaint, the bargaining unit member(s) shall attempt to settle the grievance or complaint with their immediate supervisor. The bargaining unit member(s) shall have the option of first discussing the grievance or complaint with their steward and their steward shall be permitted to accompany them in their contact with the immediate supervisor. The immediate supervisor shall have seven (7) calendar days to reach a satisfactory settlement of the grievance after it is presented to the immediate supervisor. If the grievance is not presented to the immediate supervisor within fourteen (14) calendar days of the date on which the cause of the grievance was known to the bargaining unit member or could reasonably be expected to have been known, the matter shall be considered dropped.

Nothing in the above wording will preclude an informal meeting from occurring between a steward and supervisor, without the aggrieved bargaining unit member being present, to discuss a grievance or complaint.

Step 2. Intermediary If no agreement is reached with the immediate supervisor the grievance shall, within fourteen (14) calendar days thereafter, be reduced to writing and taken up with the director of the department. The complaint of a bargaining unit member shall be filed in writing with the director and shall be disposed of by the director within seven (7) calendar days after filing.

Notice of Appeal to Arbitration or Personnel Board. In cases involving documented verbal warnings or written warnings, if the grievance is not satisfactorily resolved at Step 2, the Union may request a hearing with the Personnel Board. In cases involving suspension or discharge decisions, either party may elect arbitration by the Federal Mediation Conciliation Service, in lieu of appeal to the Personnel Board. If the Union wishes to invoke arbitration, it shall so designate in its appeal notice. If the appeal notice does not designate arbitration as the method for resolving a grievance, the City may elect arbitration by notifying the Union of its decision within seven (7) calendar days after receiving the appeal notice.

The Personnel Board or hearing or arbitration must be requested/noticed within fourteen (14) calendar days of receipt of the decision by the department director. Such request shall be filed in writing with the Human Resources Director and state the reason for the appeal and set forth the relief sought.

Step 3. Optional City Manager Review. If notice of intent to arbitrate or notice to submit the matter to the City Personnel Board pursuant to the City's Personnel Policies and Procedure Manual is not delivered within fourteen (14) calendar days, the grievance shall be deemed abandoned. Upon receipt of a request for a Personnel Board hearing or notice of intent to arbitrate, the Human Resources Director shall provide the grievance, the department director's response, and the request/notice to the City Manager, who may intervene within fourteen (14) calendar days of the submission of the request to the Human Resources Director. The City Manager may hold such meetings or initiate such hearings (which may be conducted by a Hearing Officer) as he or she deems appropriate, with the goal of resolving the grievance prior to submission to the Personnel Board or arbitration. The City, Union and the Grievant shall participate in such meetings or hearings in good faith, and shall provide explanations, evidence, and testimony supporting their positions. In cases where the City Manager elects to conduct an optional review, the review process shall be completed within a reasonable period of time, not to exceed thirty (30) calendar days. If the City Manager conducts an optional review, time limits set forth below for setting a Personnel Board hearing or requesting an arbitration panel shall run from the date the City Manager completes his or her review.

Step 4. Appeals.

A. Personnel Board.

1. Within fourteen (14) calendar days of receipt of the Union's request for a Personnel Board hearing, the Human Resources Director will contact the Personnel Board Members to set a hearing date. The hearing shall be held in a timely manner. Notice of the time and place of the Board hearing on such matter shall be given not less than fourteen (14) calendar days in advance to the Union.

At least seven (7) days prior to the hearing, the City and the Union shall each provide a list of witnesses and exhibits to the attorney or representative for the other side. The parties shall supplement their witness and exhibit lists three (3) days prior to the hearing, if they intend to rely on any additional witnesses or exhibits at the hearing. Both sides shall comply in good faith with the obligation to disclose their witnesses and exhibits to the other in advance of the hearing, but this rule shall not be construed or enforced in a manner that would prohibit the introduction of previously undisclosed evidence at the hearing, if either party determines that additional evidence should be presented, after having complied in good faith with the provisions of this subsection.

At the hearing, the parties shall have the right to present testimonial and documentary evidence. Evidentiary rules shall be determined by the Board. Within fourteen (14) calendar days after the hearing, the Board shall render their recommendations regarding disposition of the case in accordance with Section 3.29 of the City Charter.

2. Decision of the Personnel Board - The decision of the Personnel Board shall be subject to the following conditions:

(a) The Personnel Board shall have no power to add to, subtract from or modify any of the terms of this Contract. The Personnel Board shall have no power to establish or change any wage rates.

(b) This provision does not extend to negotiations for amendment of this Contract or for mediation of any disagreements involved in such negotiations.

B. Arbitration.

1. Selection of Arbitrator - Within twenty-one (21) calendar days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike one name from such list, with the party striking first determined by a coin toss, until only one name remains. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute. The party requesting arbitration shall notify the arbitrator of their selection and request available dates not later than seven (7) calendar days following selection. The party not requesting arbitration will contact the other party to select a date and time for arbitration, reserve a mutually-agreeable location, and will notify the arbitrator of the date, time, and location of the arbitration.

2. Decision of Arbitrator - The decision of the arbitrator shall be subject to the following conditions:

(a) The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.

(b) In the resolution of disputes, the arbitrator shall give no weight or consideration to any matter except the language of the Agreement and the evidence presented by the parties.

(c) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Contract. The arbitrator shall have no power to establish or change any wage rates.

(d) The decision of the arbitrator shall be final and binding on both parties as to all matters which may arise out of the interpretation or application of this Contract.

(e) The arbitrator shall have discretion to reduce or raise the discipline imposed.

(f) Decisions of the arbitrator regarding hiring, promotion, termination, layoff, reduction in force, separation, discipline and reprimand of individual bargaining unit members shall be subject to review by the City Manager. Where the arbitrator's decision resolves issues of fact, the City Manager is not authorized to substitute his or her own judgment for the judgment of the arbitrator if the arbitrator's findings of fact are supported by competent and substantial evidence. The City Manager is authorized to reject the arbitrator's decision only when the arbitrator's findings of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with all legitimate inferences which may be reasonably drawn from that evidence, and in the light most favorable to the findings of fact and decision of the arbitrator based thereon. Where the arbitrator's decision is based upon an application or interpretation of law, the City Manager may review the award to determine if it is in violation of constitutional provisions; if it is for any reason unauthorized by law, or if it is made upon unlawful procedure without a fair hearing. The City Manager can exercise his or her own judgment on these matters after receiving advice from the City Counselor or an authorized designee. Notwithstanding any of the foregoing, the City Manager may reject the decision of the arbitrator if such rejection results in a disposition more favorable to the bargaining unit member than the decision of the arbitrator.

(g) The City and Union agree that the procedure set forth herein shall substitute for the pleading and procedural requirements of the Missouri Uniform Arbitration Act, R.S.Mo. 435.350 to 435.470, but that said Act shall otherwise apply. Should the City Manager reject the arbitrator's decision pursuant to (f), above, any appeal of that decision shall be by application for judicial enforcement of the original arbitration award under the Missouri Arbitration Act, but if the City satisfies the requirements of Section 22.3(f), the award shall not be enforced.

(h) The costs of the arbitrator shall be shared equally by the City and the Union.

(i) This provision does not extend to negotiations for amendment of this Contract or for mediation of any disagreements involved in such negotiations.

SECTION 22.4. Should the Union claim within fourteen (14) calendar days after the discharge of a bargaining unit member that the City acted outside of its rights and responsibilities and that the bargaining unit member was unjustly discharged, the issue shall be adjudicated as a grievance, commencing with Step 2 under Section 22.3. Should the discharge be not sustained on appeal after having been handled as provided in Section 22.3 of this Article, the bargaining unit member shall be returned to service and compensated as determined by the decision in the matter.

SECTION 22.5. The day on which an event occurs shall not be counted toward the number of days allowed. In the event a submission or response is due on a Saturday, Sunday, or holiday, the date due will be the following regular business day. The date of a submission or response is the date on which a hard copy is delivered to the City or Union. E-mail may be substituted for the hard copy if sent to: for the

City, the Fire Chief and Director of Human Resources; for the Union, the Union President and Vice-President.

SECTION 22.6. The department director will, when absent, and may, at any time so desired, appoint another person to act in his/her stead, and such party shall have full power to act in all matters arising under this Article.

SECTION 22.7. Compensation of bargaining unit members - To the extent possible, grievance meetings will be conducted during the grievant's regular work schedule, while the grievant is on the clock. One union representative will be compensated at Step 1 and /or Step 2 of the grievance process for actual time spent in grievance meetings if the supervisor or department director decides to meet with the grievant and/or union representative, and the meeting occurs when the union representative is not already on duty. The grievant and one Steward will be compensated at Step 3 of the grievance process if the City Manager decides to conduct a hearing. Grievants who are suspended without pay or terminated will not be compensated for time spent in grievance meetings.

Bargaining unit members shall not be paid for the time spent during Step 4 of the grievance resolution process, except as a witness on behalf of the City. Bargaining unit members will not be compensated when off-duty and required to attend a hearing that is held during normal business hours, except as a witness on behalf of the City. At any point during the grievance resolution process the Union may provide compensation by the use of union business time allowed per Article 15 of this Contract.

ARTICLE 23 - TRANSFERS AND ASSIGNMENTS

SECTION 23.1. The Fire Chief shall have the authority to reassign members for just cause, without regard to any other provision of this Article. All such reassignments will be accompanied by a written notice, provided to the affected member(s) and to the Union, stating each of the reasons for the transfer, and shall be subject to the grievance procedure.

SECTION 23.2. Two members of the same rank may trade assignments subject to the following:

- (A) The request must be made in writing and approved through the chain of command. Permission will not be unreasonably denied.
- (B) Neither member may trade an assignment received as a result of a bid for a period of one year after being assigned.
- (C) A member trading an assignment shall not be allowed to bid or trade again for one (1) year.
- (D) A trade may not reduce the number of companies with a paramedic.
- (E) In the event either member trading assignments voluntarily separates from service, promotes, or voluntarily demotes to a new position, within one year from the date of the trade, then both positions will be considered vacant and be put up for bid, in accordance with Section 23.3 of this agreement. The bid rights of the remaining member shall be reinstated effective on the date either position is vacated. This provision will remain in effect for one year from the date of the trade. In the event one of the two members separates from service because of a work-related injury or death, this provision will not be invoked.

SECTION 23.3. All assignments in the Fire Department are made by the Fire Chief. No member is guaranteed permanent status or assignment. Vacancies to be filled, including newly created positions in the Fire Department will be opened to the bid procedure, which will be as follows:

(A) All vacancies shall be posted on the Fire Department bulletin boards at each station within ten (10) work days after the date that the vacancy occurs. The posting shall include the deadline date that bids may be accepted, which shall be ten (10) work days from the date of posting. The position vacated by a successful bidder shall be considered a vacancy and subject to the bid procedure.

(B) All members of the rank and qualifications required for the vacant position except those described in (D) and (E) of this section are eligible to bid for the vacancy. The bid must be in writing and will include the employee's seniority date, the position being bid, and date of current assignments. All bids must be received by Fire Administration personnel before the posted deadline date. Each member is responsible for delivering their bid to Fire Administration. Bids may be submitted by e-mail or in person. If bids are submitted by e-mail, the Deputy Chief of Operations, shift commander, and Administrative Specialist III must all be copied on the message. The date and time the e-mail is received, as shown by the City's e-mail system shall be considered the date and time delivered.

(C) The member bidding with the most bargaining unit seniority will be the successful bidder and will be assigned to that position. A member may withdraw their bid only prior to the deadline date.

(D) A successful bidder will be ineligible to bid for another position or trade positions for a period of one (1) year unless being again transferred by the department. Any employee who requests to be assigned to a position will be ineligible to bid for another position, or to request additional reassignment for a period of one (1) year following notification of the awarded assignment. [TA 6/5/20]

(E) Members being promoted will not be allowed to bid or trade for a period of ninety (90) days after the effective acceptance date of the promotion. They will be given a temporary assignment until the bid procedure is completed by a vacancy not receiving a bid and then assigned to that vacancy. Members being demoted will not be allowed to bid or trade for a period of one (1) year after the effective date of the demotion without the approval of the Fire Chief. Any employee demoted in rank shall be placed in the highest step of the rank in which the member is demoted to that does not result in an increase. [TA 6/5/20]

(F) If no eligible bid is received, the Fire Chief may assign a member to fill that vacancy, and the member so assigned will be considered permanently assigned to that position.

(G) For legitimate reasons the Fire Chief may decline to post a vacancy for bid or reject a bidder, but such a decision shall be subject to the grievance procedure.

(H) In no event shall a member suffer any reduction of pay or benefits when temporarily assigned to a non-suppression division or duties.

SECTION 23.4. Newly hired and newly promoted members are not considered permanently assigned to a company. They may be transferred periodically for training purposes, or to fill vacant positions per department policy. No permanent member will be required to be transferred to accommodate this unless necessary.

SECTION 23.5. Any member, other than a Captain at the top step, who bids or is transferred into the Fire Prevention Division shall be placed in a pay grade of that division nearest that which is equal to their current salary that does not result in a decrease. When a Captain at the top step bids into a Fire Prevention position he/she will receive a reduction in pay to that of top Inspector. Employees who transfer to the Inspector's Division shall serve a six-month probationary period. Their next step increase shall take place twelve (12) months after the date of their initial transfer. When eligible employees bid out of the Inspector's Division, they will move to their respective rank and into the corresponding pay step of the wage schedule for years of service.

SECTION 23.6. Any member who is hired for a bargaining unit position in any non-suppression division is not eligible to bid or transfer to the suppression division, but shall remain eligible to apply for and go through the normal City hiring process for positions in the Suppression Division. Such members shall not have any preference during the hiring process. Any member who is successfully hired from a non-suppression position into a suppression position shall be hired as a Step A firefighter and move through the steps accordingly, as a new hire.

ARTICLE 24 - GENERAL PROVISIONS

SECTION 24.1. A member shall have the right to be treated with dignity, respect, and with consistent application and interpretation of the rules pertaining to their job and without discrimination.

SECTION 24.2. The City may give preference to bidders who are paramedic qualified over bidders who are not so qualified, regardless of seniority, for firefighter positions designated as requiring paramedic qualification.

SECTION 24.3. The City shall not lock out members covered by this Contract during its term for any reason whatsoever. The Union and its members pledge full and faithful service during the term of this Contract, and will not engage in any strike, work stoppage, picketing, or other interference with or disruption of the operation of the Fire Department.

Members who engage in such activity are subject to immediate discharge, with a hearing available only on the question of whether they engaged in such conduct.

SECTION 24.4. Management Rights. The management of the Fire Department and all of its phases and details shall remain vested in the City. Nothing contained in this Contract shall limit the City in any way in the exercise of such management, including the making of reasonable work and safety rules, and such rules relating to its operations as it deems advisable. The making and implementing of rules shall be consistent with this Agreement and applicable law, after discussion with the Local as provided herein. It is understood that this authority shall not be used for the purpose of discriminating against employees because of their membership in the Union. The City shall have the absolute right to determine the number and location of its fire stations and related activities and the equipment assigned and the procedures to be used in fulfilling the mission of the Department.

SECTION 24.5. The parties to this Contract agree not to discriminate against or harass any member because of race, age, color, creed, sex, handicap, or national origin as provided by applicable local, federal, and state law.

SECTION 24.6. The City will send an electronic copy of the final version of this agreement to the Local, in Microsoft Word format, and will maintain an electronic copy of the agreement on the Fire Department web page. [TA 6/5/20]

ARTICLE 25 - WORK AREAS AND DUTIES

SECTION 25.1. All stations shall have adequate heating, air conditioning, lighted parking areas, hot water, sanitary facilities, clean beds and mattresses, a working stove and refrigerator, a functional dining table and chairs, a desk, a non-emergency telephone for members' use, and be kept free of pests. Each station is also to include a separate sleeping area for female members, and locks on bathroom doors.

New and renovated stations shall be constructed with kitchen and other facilities equivalent to those in the existing new and newly renovated stations.

Employee parking spaces shall be provided on a first-come-first serve basis and there shall be no parking spaces reserved on the basis of rank or seniority.

SECTION 25.2. The City agrees to furnish cleaning materials and utensils at each station for adequate cleaning of the station and towels, toilet paper, etc., for the use of the members on duty.

SECTION 25.3. Members shall be permitted to install television sets, cable TV, and telephones at their own cost and expense. Personnel shall not modify any station, nor shall they add or modify wiring or cabling of any kind without express approval from the Fire Chief. All wiring and cabling, and any modifications to any Station, must comply with all applicable building and safety codes.

Members shall be allowed to have privately owned hobby and recreational equipment at the stations (weights, callisthenic items, basketball equipment, horseshoe equipment, ping pong and pool tables, etc.) for use when no work is required. However, use will follow guidelines established by a consensus of City of Independence Risk Management and the Safety Committee. [TA]

Kitchen and dining utensils are furnished by the members, and each member is responsible for cleaning and putting away those utensils that the member used.

SECTION 25.4. A. Training and inspections are a regular and normal part of the duties of employees in the bargaining unit. However, firefighting units will not be required to engage in certain activities under the conditions set forth below, except:

1. Firefighting units shall not be required to make routine fire hydrant inspections or engage in training activities where such inspections or training will require them to get wet when the outside temperature is below 40° F (except in the case of ice rescue training), or the heat index is above 90° F.
2. Outside training activities will not be required of firefighting units during periods of precipitation at the training site or when the temperature is below 40° F (except in the case of ice rescue training), or the heat index is above 90° F.
3. For all training required and sponsored by a regional, national or state entity which can reasonably be expected to occur outside the temperature range set out in paragraph 1 above, the City shall provide the Union with notice of the activities and training anticipated. Should the training involve significant

likelihood of getting wet at temperatures below 40 F° or exposure to heat above 90° F while wearing equipment which increases the risk of heat exhaustion, the Union may request that the training be modified to eliminate the exposure. The City shall cooperate with Union in seeking the modification or rescheduling of the training. Should the City and the Union not be able to obtain modification or rescheduling to resolve the issue, individual members will upon request be excused from participation in that part of the training.

B. The above temperature limitations may be suspended by the City Manager when temperatures above or below the designated limits continue for an unusually long period of time or when the mission of the Fire Department would be impaired by a continued suspension of training or inspection activity. The temperatures mentioned above shall be as measured by the Emergency Operations Center of the City.

SECTION 25.5. A company shall be responsible for cleaning and minor maintenance only on apparatus or vehicles assigned to the Fire Department. Members shall not be required to clean under vehicles/apparatus with hazardous materials, petroleum-based products, or irritants. Members will not be required to do body work or to remove large areas of rust.

SECTION 25.6. All work in stations is the responsibility of the company(s) under the direction of the assigned officer. No one member of a company shall be required to work unless all members of that company are working, unless the members of the company have been assigned specific duties that are to be performed at different times and the affected members agree on the assigned duties. Assigned officers are included in this Section, and their required clerical and record-keeping duties are considered a part of the required work in this Section, but assigned officers shall not take undue advantage of this to avoid actually participating in the work of the company. The work required to place an apparatus back in service and ready to respond again on returning from an alarm is to be performed immediately on returning to the station by all members of the company including the assigned officer.

SECTION 25.7. In stations where more than one company is quartered, the division of routine station cleaning and maintenance work shall be divided between the companies by agreement among the assigned officers, or by the shift commander if the assigned officers are not in agreement.

SECTION 25.8. Visitors, with the exception of those on City, Fire Department, or Union business, shall not be allowed in stations after 2200 hours. If after one hour of visitation a member on duty at the station objects, the visit shall be terminated for the remainder of the shift. At no time shall non-department persons be allowed in sleeping areas of any station.

ARTICLE 26 - LEAVE

SECTION 26.1. Scheduled leave shall consist of Kelly Days, vacations, personal days, military leave, and compensatory time. Unscheduled leave shall consist of all other forms of leave.

The Kelly Day is the non-compensated time that is used to prevent the member from entering an overtime situation in accordance with current FLSA law.

SECTION 26.2. Scheduled Leave. The Fire Chief and the Union may agree to adjust the schedule of vacations pursuant to current SOP 130, so that the first round of picks starts after January 1 of each year.

Such agreement shall be reduced to writing and signed by the Fire Chief and an authorized representative of the Union.

Annual vacation and Kelly Day picks will be selected in the following manner:

A. Fire Operations Division:

Scheduled leave shall be scheduled within the companies subject to the following:

Kelly Days shall be taken in full twenty-four hour shift increments, and suppression members shall be required to take one Kelly Day per twenty-seven (27) day pay cycle.

Vacations and personal leave may be scheduled or canceled in increments of twelve (12) or twenty-four (24) hours. Vacation and personal leave cannot be canceled after 1830 hrs the calendar day prior to the member's shift being canceled. Scheduling for less than twenty-four (24) hours shall be as follows:

Twelve (12) hours: 06:30 to 18:30; 18:30 to 06:30.

Vacation and personal leave time can be taken in any increments of twelve (12) hours or greater as long as the shift has less than twelve (12) members scheduled off on scheduled leave. Only twelve (12) members per shift may be off on scheduled leave on any given shift. No member may schedule leave in excess of the amount that will be accrued at the time leave is taken.

Only one member per company will be allowed on scheduled leave at a time, not to exceed 12 per shift. In five member companies, an additional member may be on scheduled leave during any four (4) shifts of the cycle. [TA]

The complement of each company is established as one more member than established in Article 9 as the minimum staffing level for that type of company. For purposes of scheduling leave, each company is considered to be at full complement even though the full complement may not currently be assigned.

Per the terms of SOP 130, each member of a company will be given an opportunity to schedule one vacation period during the year. The choices will be by bargaining unit seniority. After the first round has been made, a second round of choices will be conducted. Only definite dates of leave will be considered. There will be no reserving choices for a later date.

After the second round, members shall schedule all Kelly Days for the first and second quarter. Members may also request any Kelly Days for the third or fourth quarter at this time. Per the terms of SOP 130, all members shall submit Kelly Day requests for the third and fourth quarter. If no Kelly Day requests are submitted during either bid round the Shift Commander will assign Kelly Days for any unrequested cycles. Kelly Day requests will be granted by seniority, but no Kelly Day request made during the second segment will supersede a Kelly Day request made during the first segment regardless of seniority.

Members will be required to schedule one Kelly Day for each twenty-seven (27) day cycle that includes their annual leave selections.

After the first round of Kelly Day picks are completed a member may request, by e-mail, any days of scheduled leave during the first or second quarter within the parameters of the maximum allowed off per shift and per company on a first-come/first-served basis. After the second segment of Kelly Day picks are completed, scheduled leave may be requested for the third and fourth quarters in the same manner.

In the yearly, quarterly, and cyclical choices, only definite dates of leave will be considered. There will be no reserving of choices for a later date, and the members will not be allowed to trade dates they have scheduled. Dates not taken by the yearly, quarterly, or cyclical selection, may be scheduled by the members during the cycle by bargaining unit seniority, within the company, then on a first-come/first-served basis within the twelve-member rule as contained in this Article, but the established yearly, quarterly, and cyclical choices cannot be superseded by bargaining unit seniority. Members can schedule leave one shift in advance (forty-eight (48) hours) only if the member's company has no member scheduled off on scheduled leave for the shift requested except in five member companies one additional member may be off during four (4) shifts of the cycle.

At the Shift Commander's discretion, changes to scheduled leave may be approved up to 0555 hrs the day of the shift if the shift is above 40 personnel, not including the Shift Commander.

Provisions of this section relating to Kelly Day usage may be modified by written agreement of the Union President and the Fire Chief.

B. Other Divisions:

Vacations and personal leave days shall be scheduled in other divisions by seniority. Choices shall be made yearly, monthly, and daily by bargaining unit seniority.

SECTION 26.3. Other leaves.

- A. Members shall be granted paid military training leave of absence in accordance with Missouri law without loss of pay or other benefits for a period not to exceed one hundred twenty (120) working hours. Members shall be granted additional unpaid military leave in the event of duty exceeding one hundred twenty (120) hours. A member shall make every effort to give sufficient prior notice to their superior responsible for leave reporting. To receive pay for military leave or monthly meeting, the member's military orders or memo bearing signature of company commander or the company commander's designee must accompany the pay sheet of the pay period in which the leave is taken unless a reason can be given for failure to present a copy of orders prior to the above. Military leave will be taken in increments of one-half (1/2) or full shift as best serves the member's military commitment. If a member takes military leave prior to submitting orders before the end of the pay period in which the leave is taken, the member shall be considered absent without leave until the orders are received, at which time the member will be reimbursed for the leave. Total paid leave will be limited to one hundred twenty (120) working hours per year, but members may substitute accrued leave for unpaid leave. When a member elects

to use paid leave to cover unpaid military leave, his or her leave shall not count toward maximum daily use of scheduled leave. [TA]

The City recognizes the reemployment rights of a veteran, but their personnel record must reflect that they do, in fact, have reemployment rights in accordance with federal and state laws with a copy of their orders incorporated in their personnel file.

- B. For purposes of reporting sick leave or family leave the following shall apply: General - A member shall not be required to produce a doctor's statement as proof of illness for a period of one (1) shift or less, unless as a part of a disciplinary action taken in accordance with Article 16 of this Contract. Members absent on sick leave more than one consecutive shift may be required to produce a statement as proof of illness from a Doctor, Physicians Assistant (P.A.), or Nurse Practitioner on their return. A member absent more than two consecutive shifts shall not be required to call in, but shall be considered to be on sick leave or family leave until returning to duty.

Any member working on minimum staffing in that position shall be sent home when a member returns from sick leave or family leave in accordance with the minimum staffing procedure.

Forty-nine and one-half (49.5) Hour Week - In order to facilitate staffing at morning roll call, members not able to report to duty because of illness or family leave, barring any unusual circumstances, are expected to report by telephone or in person and declare same with the shift commander on-duty no later than one-half (1/2) hour before their start of duty. If the highest ranking on-duty officer is not available, the members shall contact the next highest ranking officer. Members may report back to duty after twelve (12) hours (1830 hours) and must report by telephone or in person no later than 1730 hours to the shift commander on duty that they will be returning at 1830 hours. If the highest ranking on-duty officer is not available, the members shall contact the Shift Commander and leave a voice message in the event the Shift Commander is unavailable. It will be the responsibility of the person conducting roll call to ensure all messages have been cleared prior to roll call. Members are encouraged to report sick leave or family leave any time prior to 0600 hours and declare either twelve (12) or twenty-four (24) hours at that time.

Forty (40) Hour Week - Members not able to report to duty because of illness or family leave, barring any unusual circumstances, are expected to report by telephone or in person and declare same with the supervisor on duty within one hour of the beginning of that member's work shift. Members are encouraged to report this leave prior to the start of their shift.

- C. Trading time between Fire Department employees of the same rank or out-of-position rank to the next rank higher or lower is an authorized method of being off duty with pay, subject to supervisory approval. Trading time must be approved in advance by the scheduled member's superior officer. The proposed substitute must be qualified to perform all the duties potentially required of the scheduled member.

Trading time while working overtime is not allowed. This provision shall not apply to union business trades made pursuant to this contract.

The member working will be fully covered by worker's compensation and other insurance benefits normally covering members while on duty.

If the member who is to work for another fails to report for duty or complete the arranged time for any reason, then the member who was originally scheduled for duty shall be considered absent without pay unless other arrangements for the lost time can be made with their superior officer in accordance with the terms of this Contract.

Emergency leave will be granted to a member in those instances where on-the-job injury removes the member's replacement if the member has accrued time available.

Requests for trading time will be approved by the company officer, and the Shift Commander will be notified of the trade by email as early as possible.

ARTICLE 27 – CAREER DEVELOPMENT PLAN

SECTION 27.1. The Union and the City agree that a Career Development Plan (CDP) is a foundation to meeting the Department's Core Values, Mission Statement and Vision Statement. Both parties further agree that the CDP is essential to the delivery of the highest level of service to the Citizens of this community.

SECTION 27.2. The Union agrees to encourage its members to follow the CDP in order to enhance the level of service delivered. The City and the Union agree that the CDP (except as outlined in Article 28.2) is not mandatory. If an employee decides not to test and attempt promotion, such decision will in no way be held against the member. [TA 10/16/20]

SECTION 27.3. The City and the Union agree that every effort will be made by the City to provide training to employees while on duty. In the event an employee is required to attend a training session on a non-scheduled day (any time when the employee is not already on duty) the employee will receive their current rate of pay for time spent in training classes on an hour-for-hour basis.

SECTION 27.4. The City and Union agree that the implementation of the CDP will proceed in accordance with the following schedule:

During the Training Orientation Period (T.O.P.), the Fire Department will provide and the employee will attend the following training: [TA 10/16/20]

- NIMS 100, 200, and 700 (on-line training)
- Extrication instruction
- Basic inspection training
- Mobile Data Terminal training
- Map study instruction
- Basic report writing
- IFD fire ground operations

After July 1, 2016, all Firefighters taking the exam for Fire Equipment Operator must have successfully completed the following:

- Driver Operator course

Aerial Operations course
Fire report training

After July 1, 2016, all Fire Equipment Operators taking the Captain's promotional test must have successfully completed the following training:

NIMS 800 (on-line)
Supervisory level ICS Course
Fire Instructor I Missouri State certification
Fire Officer I IFSAC/ Pro-Board certification
Fire Investigation Course

[TA 6/5/20]

ARTICLE 28 – TRAINING

SECTION 28.1. The City and the Local agree that certain training requirements must be satisfied in order to ensure that the Citizens receive skilled, professional service from the Department. In furtherance of the mutual goal of ensuring personnel receive and participate in proper training, the following provisions will apply:

- A. All members of the bargaining unit must be EMT certified as a condition of employment.
- B. The department will provide all training necessary to maintain state registry certifications for EMT and Paramedic.
- C. Any required training, including state registry training, for EMT or Paramedic certification that that is not offered by the department will be paid for by the department, and the member will be allowed to attend training on duty.
- D. Any training conducted by bargaining unit personnel will be conducted by off duty personnel, to the best of the department's ability, in order to reduce the number of companies out of service for training. Any bargaining unit personnel conducting training off duty will be compensated at their regular rate of pay.
- E. If the department utilizes any bargaining unit personnel for training or fire investigation, the department will also maintain those certifications as in Section C above.
- F. If any other training is required by the department, for certifications or promotions, said training will be at the expense and time of the City, per Article 29 of this contract.

SECTION 28.2. A newly-hired member will complete up to a 120 hr (3 week) Training Orientation Period (T.O.P.) that covers the Labor/Management agreed upon objectives. Once all T.O.P. objectives have been completed, they shall be released to the Suppression Division for the Recruit Evaluation Period (R.E.P.). The R.E.P. will begin with the newly hired member being assigned to a Captain for a 27-day cycle. During these 27 days, the newly hired member will be trained and evaluated on the Labor/Management agreed upon requirements. If the newly hired member has completed all Labor/Management agreed upon requirements, they can be released to count toward minimum staffing. If they have not completed all requirements, they can be assigned up to 2 (two) more 27-day evaluation periods. [TA 10/16/20]

SECTION 28.3. After completing the R.E.P., newly hired employees will complete driver training using the following schedule: [TA 10/16/20]

- A. Driver training will be completed on all Rescues/Brush trucks within the first six (6) months.
- B. Driver training will be completed on all Pumpers within nine (9) months.
- C. Driver training will be completed on all Ariel apparatus within twelve (12) months.

SECTION 28.4. All training or drills that involve actual burning material will follow all NFPA 1403 guidelines. [TA 6/5/20]

ARTICLE 29 – LABOR/MANAGEMENT COMMITTEE

SECTION 29.1. There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Local (up to four representatives for each). This Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Local shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of regular meetings.

SECTION 29.2. The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining.

SECTION 29.3. The purpose of regular meetings shall include but is not limited to:

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.
- (c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices. All new or revised policies, work rules, or practices shall be discussed by the Labor/Management Committee before being implemented, except in cases where failure to immediately implement a policy, work rule, or practice would negatively affect the Department's ability to provide services to the public. Such discussions shall not be pro forma, but shall be meaningful and conducted in good faith, with due consideration of the Local's comments and input.
- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.

- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

SECTION 29.4. The Labor/Management committee may also appoint such advisory subcommittees as they believe would be helpful in fulfilling the mission of the Department. [TA]

SECTION 29.5. In addition to regularly-scheduled meetings, a request for a special meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request (including e-mail) by either party.

ARTICLE 30 – TERMINATION

SECTION 30.1. This agreement shall become effective on, January 1, 2021 and shall terminate on the close of business on December 31, 2025. Either party desiring to negotiate any modifications to this agreement shall give notice of the same at least sixty (60) days prior to December 31, 2025. Failure to do so shall result in this work agreement being automatically renewed for a period of one year. In the event notice of reopening is served, this memorandum shall continue in full force and effect until a new memorandum is signed by the Parties, or until December 31, 2025, whichever is sooner. If no agreement has been reached by December 31, 2025, this agreement may be extended further by mutual written agreement. All such extensions shall not relieve the Parties of their obligation to continue to bargain in good faith.

Upon receipt of the termination notice the City and Union shall meet and confer, negotiate in good faith (bargain collectively) in an effort to come to mutual agreement as to any changes that are to be included.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE DATE WRITTEN BELOW.

City of Independence

By: _____ Date: _____
Zachary Walker, City Manager

IAFF, Local No. 781

By: _____ Date: _____
Kirk Stobart, President

By: _____ Date: _____
Anthony Champagne, Vice President

By: _____ Date: _____

Chris Fairbank, Sec./Treas.

By: _____ Date: _____
John Largent, Representative

By: _____ Date: _____
William Langston, Ex. Board Mem.

By: _____ Date: _____
John Dixon, Ex. Board Mem.

By: _____ Date: _____
Michael Veit, Representative

By: _____ Date: _____
Joshua Carrick, Representative

By: _____ Date: _____
Seth Johnston, Representative