

**WORKING AGREEMENT
BETWEEN THE
LAKE SAINT LOUIS
FIRE PROTECTION
DISTRICT
AND
PROFESSIONAL
FIREFIGHTERS LOCAL
2665
OF THE
INTERNATIONAL
ASSOCIATION OF
FIRE FIGHTERS**

EFFECTIVE
JANUARY 1ST, 2012

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ARTICLE 1 -- PREAMBLE

This agreement is between:

1. **THE LAKE ST. LOUIS FIRE PROTECTION DISTRICT** hereafter referred to as “Employer” or “the District”,

and

2. **THE PROFESSIONAL FIRE FIGHTERS OF EASTERN MISSOURI LOCAL 2665, OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**, hereafter referred to as the “Union.”

It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment for the members of the Union. This document shall supercede all Standard Operating Guidelines and Policies that specifically conflict with the content of the articles contained herein.

ARTICLE 2 -- RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all full-time paid firefighter Employees of the District with the rank of Captain and below, as defined by the Missouri State Board of Mediation certification (hereinafter referred to as “Employee”). Membership in the Union is not a condition of employment.

ARTICLE 3 -- MANAGEMENT RIGHTS

The Union recognizes that all management functions not specifically limited by this agreement are vested exclusively in the District. Such functions include, but are not limited to the direction of the working force; the utilization of Employees on any work assignment for the District whether connected to their customary job or not; the right to hire, discipline, transfer, promote, demote, layoff, and discharge Employee; to determine the number of Employees required at any work location, or on any job; to set work schedules; to control overtime and the necessity of an Employee working overtime; to make and implement reasonable rules and regulations; and do all other management and operation of the District. Any of the management's rights, powers, functions, or authority which the District had prior to the signing of this agreement with the Union are retained by the District, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this agreement.

ARTICLE 4 -- DISCRIMINATION

The Employer agrees not to discriminate against any Employee who is a member of the Union for lawful activity on behalf of, or membership in the Union. The Employer and the Union agree that there shall be no unlawful discrimination against any Employee because of their race, color, age, sex, disability, veteran status, national origin, or religion, all in accordance with applicable law.

ARTICLE 5 -- DEFINITION OF SENIORITY

Seniority shall be determined by continuous service in the Lake St. Louis Fire Protection District calculated from the first day the Employee reports to work. Continuous service shall be broken only by resignation, discharge, or retirement. Seniority of Employees hired on the same date shall be determined by the alphabetical order of the Employees' last name. The Employer shall establish a seniority list of all Employees in the bargaining unit annually, posted by the 1st day of January.

ARTICLE 6 -- UNION REPRESENTATION

The Employer agrees that an Employee shall have the right to have Union and/or legal representation present in meetings, interviews, or hearings, in which the Employee is asked to attend, or does attend, where disciplinary action could be recommended or taken against the Employee. During any meeting, interview, or hearing in which the employee feels could lead to disciplinary action, the employee reserves the right to terminate the meeting, interview, or hearing until union and/or legal representation can be obtained. Said union and legal representation shall be of the Employee's choosing and at the Employee's sole cost.

ARTICLE 7 -- UNION BUSINESS

Employees elected or appointed as Union officers (i.e. executive officer, stewards) may be granted time off to attend to business of the Union. However, to the greatest extent possible, such Union officers shall endeavor to schedule Union business during their off hours. No Union Business leave will be granted if it would impair firefighting function of the District. Permission for Union business leave must be approved in writing by the Employee's immediate supervisor and Fire Chief. Such requests shall be submitted, in writing, no less than 48 hours in advance, and shall indicate, in detail, the reason for the requested time off. Permission shall be granted subject to the staffing needs and availability of staffing to the District. The District will in good faith attempt not to cancel leave under this section after it has been granted. Other designated shop stewards may be allowed no more than 48 hours off collectively for Union business in any "Agreement year." If approved, the Employee requesting the leave assumes responsibility for scheduling coverage for their shift. It is understood that the District will not assume any financial or legal responsibility while Employees are attending to Union business.

Furthermore, it shall be the policy of the District to allow the shop to conduct shop meetings on District property to discuss union business. Said meetings shall be allowed after 1600 hours and shall be held at Station #2. The Fire Chief shall be notified at least 24 hours before said meetings are conducted.

Said meetings shall in no way interfere with the day-to-day operation of the fire district including response to emergency calls, participation in training exercises, attendance at PR events, etc.

ARTICLE 8 -- GRIEVANCE PROCEDURE

For purposes of this Agreement, a grievance is a difference of opinion regarding the interpretation and/or the application of this Agreement, the District Standard Operating Guidelines, Policies, or the personnel practices of the District. Further, in no event may a grievance be filed over verbal counseling. Grievances must be filed in the manner outlined below, including compliance with the applicable time limits, or shall be forever barred. Any meeting held with respect to grievances shall be arranged at such times so that they will not interfere with the District's operations. In no event shall any disposition or award upon any timely filed written grievance be made retroactive for any period prior to the date of the occurrence that initiated the grievance.

Step 1:

In the event that an Employee believes he or she has a grievance the Employee must obtain a grievance form (see Appendix A) from the Shop Steward. The Employee shall state on the form the date and nature of the incident, the provision(s) of this Agreement on which the grievance is based, and the relief sought. The Employee must sign the Grievance Form. Employees are required to present the grievance form to their immediate supervisor with the intent of handling the matter informally, within five (5) business days after the dispute, claim, or complaint occurred. Upon receipt, the supervisor shall review the matter in question and render a written decision within five (5) business days. Should the employee who submitted the grievance disagree with the immediate supervisor's decision they may then proceed to Step 2 of the grievance procedure .

Step 2:

If the grievance is not settled during the proceeding step, it may then be submitted to the Fire Chief within five (5) business days of the date of the written rendered decision in the proceeding step. Upon receipt, the Fire Chief shall review the matter in question and render a written decision within ten (10) business days. Should the employee who submitted the grievance disagree with the Fire Chief's decision they may then request that the grievance be submitted to the Board of Director's for a final decision.

Step 3:

If the grievance is not settled during the proceeding step, the Employee must notify the District Board of Directors in writing within ten (10) business days of the Fire Chief's decision.

Only grievances involving a written reprimand, formal disciplinary action, suspension, or termination will be submitted to the District Board of Directors.

The Board shall hold a grievance hearing at their next regularly scheduled Board meeting, provided that the written grievance is submitted to the Board at least ten (10) business days prior to the meeting. If the written grievance is submitted to the Board ten (10) business days or less prior to the next regularly scheduled meeting, the hearing will be held at the following regular meeting of the District Board. At the grievance hearing, the Fire District and its legal representation along with the Employee(s) involved as well as their union and/or legal representation will be allowed to provide evidence and testimony supporting the grievance. At the District Board's discretion, a special meeting may be called to conduct the grievance hearing.

Within ten (10) business days following the hearing the Chairman of the Board or the Chairman's designee shall notify the Employee(s) in writing of the Board's decision. A decision rendered by a majority of the members of the Board shall be the decision of the Board and shall be the final decision.

No individual settlement shall change, modify, or serve as an addition to, or detract from this Agreement, nor shall such settlement constitute a precedent for future cases, unless specifically stated in writing and signed by the parties. In no event shall any disposition or award upon any timed-filed written grievance be made retroactive for any period prior to the date of occurrence.

ARTICLE 9 -- DISCIPLINE AND DISCHARGE

The Union and the Employer agree that no permanent, non-probationary, Employee bound by this agreement shall be disciplined or discharged without just cause. "Just cause" shall include personnel reduction. Disciplinary action, depending on the severity of the action, may include a verbal warning, written warning, suspension, transfer, demotion and/or discharge. The only exception to this provision shall be to a probationary Employee who has not successfully completed their probationary period and has not been appointed as a permanent Employee. The Employer furthermore agrees to hold a hearing within ten weekdays to investigate administrative charges against an Employee that result in a reduction of rank, reduction in pay, suspension, or termination; provided that the Employee makes a written request for the hearing. Before such hearing, the Employer shall notify the Employee and the Union of the charges against the Employee, and shall make this information available at least five weekdays prior to the hearing. The established time frames for the hearing and notification may be altered only by mutual consent of the Employer and the Union. The Employee shall have the right to be accompanied and represented by the Union and/or legal counsel of the Employee's choosing and at the Employee's sole cost. During the term of this agreement, all notations of discipline that are placed in an Employee's file shall be signed and dated by the Employee, with the Employee receiving a copy of the said document.

ARTICLE 10 -- PERSONNEL REDUCTION

In the case of personnel reduction, the Employees to be laid off first will be selected according to seniority. Seniority will be established by the Employee's starting date. The Employee with the most recent starting date shall be considered the least senior Employee. The least senior Employee will be the first laid off, and so on. All employees will be included in this seniority list regardless of rank or position. No new Employees shall be hired until all laid-off Employees have been given the opportunity to return to work.

ARTICLE 11 -- MEDICAL INSURANCE

The Employer agrees to provide medical insurance for all Employees and their dependent spouse and dependent children, at the benefit levels existing immediately prior to the effective date of this Agreement. If the Employer and or the Union would like to change the coverage, cost sharing, or the plan, both parties must agree upon the changes. Notwithstanding the above, if the District's insurance provider for this coverage unilaterally reduces the benefit levels at the rates the District is currently paying, the District shall not be required to obtain additional or supplemental coverage to make-up for the reduction. Prior to the annual renewal/expiration date of the current medical insurance program the Fire Chief will work with the shop to propose any changes in medical insurance to the board that may be necessary or desired.

The District agrees to contribute annually into each employee's Health Savings Account the equivalent of the employee's maximum annual out of pocket health insurance deductible for that given year. The contribution is to be made during the 1st week of January each year.

ARTICLE 12 -- VISION INSURANCE

The Employer agrees to provide vision insurance for all Employees and their dependent spouse and dependent children, at the benefit levels existing immediately prior to the effective date of this Agreement. If the Employer and or the Union would like to change the coverage, cost sharing, or the plan, both parties must agree upon the changes. Notwithstanding the above, if the District's insurance provider for this coverage unilaterally reduces the benefit levels at the rates the District is currently paying, the District shall not be required to obtain additional or supplemental coverage to make-up for the reduction. Prior to the annual renewal/expiration date of the current vision insurance program the Fire Chief will work with the shop to propose any changes in vision insurance to the board that may be necessary or desired.

ARTICLE 13 -- DENTAL INSURANCE

The Employer agrees to provide dental insurance for all Employees and their dependent spouse and dependent children, at the benefit levels existing immediately prior to the effective date of this Agreement. If the Employer and or the Union would like to change the coverage, cost sharing, or the plan, both parties must agree upon the changes. Notwithstanding the above, if the District's insurance provider for this coverage unilaterally reduces the benefit levels at the rates the District is currently paying, the District shall not be required to obtain additional or supplemental coverage to make-up for the reduction. Prior to the annual renewal/expiration date of the current dental insurance program the Fire Chief will work with the shop to propose any changes in dental insurance to the board that may be necessary or desired.

ARTICLE 14 -- DISABILITY INSURANCE

The Employer agrees to provide both short-term and long-term disability insurance for all Employees at the benefit levels existing immediately prior to the effective date of this Agreement. If the Employer and or the Union would like to change the coverage, cost sharing, or the plan, both parties must agree upon the changes. Notwithstanding the above, if the District's insurance provider for this coverage unilaterally reduces the benefit levels at the rates the District is currently paying, the District shall not be required to obtain additional or supplemental coverage to make-up for the reduction. Prior to the annual renewal/expiration date of the current disability insurance program the Fire Chief will work with the shop to propose any changes in disability insurance to the board that may be necessary or desired.

ARTICLE 15 -- LIFE INSURANCE

Primary Life Insurance is offered via the Pension Plan. Please see the plan document located in the Fire Chiefs office for more information.

ARTICLE 16 -- SUPPLEMENTAL INSURANCE

The Employer agrees to provide a cafeteria plan at the benefit levels existing immediately prior to the effective date of this Agreement. Notwithstanding the above, if the District's insurance provider for this coverage unilaterally reduces the benefit levels at the rates the District is currently paying, the District shall not be required to obtain additional or supplemental coverage to make-up for the reduction.

ARTICLE 17 -- 457(k) QUALIFIED RETIREMENT PLAN

The Fire District provides eligible Employees with a 457(k) Qualified Retirement plan that is a means of long-term savings for the Employee's retirement.

The Employee can obtain a copy of the Summary Plan Description, which contains the details of the plan including eligibility and benefit provisions from the Fire Chief. In the event of any conflict in the description of the plan, the official plan documents, which are available for the Employee's review, shall govern. If the Employee has any questions regarding this plan, the Employee must contact the plan administrator.

ARTICLE 18 -- FAMILY MEDICAL LEAVE ACT

The Employer agrees to abide by the Family Medical Leave Act insofar as, and if, it is otherwise applicable under federal law.

ARTICLE 19 -- VACATION LEAVE

All full-time Employees are eligible for paid vacation time. Vacation is calculated according to the calendar year. During the Employee's initial year of employment, the Employee will earn vacation on a prorated basis to be taken the following year. The Employee's supervisor will inform the Employee of the number of vacation hours and the date on which the Employee becomes eligible. All requests for vacation must be submitted no later than 7:00am one (1) business day (excluding actual or observed holidays) prior to the proposed day off. Thereafter, the Employee receives vacation as follows:

After 1 full calendar year, the Employee shall be entitled to 192 hours paid vacations.

After 5 full calendar years, the Employee shall be entitled to 240 hours paid vacation.

After 10 full calendar years, the Employee shall be entitled to 312 hours paid vacation.

All requests for vacation leave must be submitted to the employee's Captain and the Fire Chief.

If conflicts exist among the Employees prior to approval of the vacation hours, the one who has the most seniority shall have first choice in vacation. Staffing requirements will be maintained during vacation periods.

Vacation leave will begin at the conclusion of the employee's last scheduled shift day prior to their vacation leave. The conclusion of the employee's vacation leave shall end on the beginning of their next scheduled shift day, following their vacation leave.

Employees' vacations will be chosen by the following method:

The Employee who has the most seniority can select up to three (3) consecutive workdays (72 hours) of vacation at a time. All Employees in order of seniority can then also select up to three (3) consecutive workdays (72 hours) of vacation. Employees may opt not to select vacation during the initial selection rounds and float as many days as they have available to them throughout the year.

No more than one person per shift will be granted vacation leave at the same time.

Employees with one year of service or more who terminate shall receive terminal vacation based on the number of days accrued. Employees with less than one-year service receive no terminal vacation or vacation pay.

Vacation pay is not granted in lieu of taking the actual time off. Vacation time can be carried over to the following year, up to a maximum of six (6) days (144 hours). Time earned and not taken in excess of the maximum will be lost. No more than three (3) consecutive workdays (72 hours) will be taken at one time without approval of the Fire Chief.

Vacation leave must be used in minimum 4 hour blocks.

ARTICLE 20 -- SICK LEAVE

The purpose of a paid sick leave program is to provide the Employee a benefit at a time when most needed. The Employee may only use sick leave when it is justified due to sickness or injury.

On-duty related injuries will not be charged against sick leave for periods of time that the Employee is not eligible for short or long term disability.

An Employee's absence for a portion of a shift due to sickness shall be charged as sick leave in the amount of actual time off. Total pay for work and sick time shall not exceed a full shift.

Employees with less than twelve (12) months service shall receive no paid sick leave. Upon the Employee's first year anniversary date, the Employee will have accrued five days (120 hours) of sick leave. Thereafter the Employee will be credited 120 hours of sick time on January 1st of each year.

Sick leave shall not be considered as a privilege that an Employee may use at their discretion, but shall be allowed only in case of necessity and actual sickness or disability of the Employee. Employees who are eligible to take earned sick days are allowed to use this time to care for immediate family members who are sick or injured. An immediate family member shall be defined as a spouse, child, stepchild, grandchild, brother, sister, parent, step parent, mother/father-in-law, brother-in-law, sister-in-law, grandparent and grandparent of a spouse, domestic partners and their parents. The Employee's immediate

supervisor must approve sick leave. A physician's note and/or release may be required for time off in excess of three days (72 hours) for the Employee to return to work. All such medical excuses must be signed by a licensed medical physician and contain the date of the visit, diagnosis, time the Employee is to be off, and the date of return.

Any Employee who is absent from duty due to illness or disability and is found to be working another job or engaging in activity inconsistent with their illness or disability may be terminated immediately.

An Employee should call in as early as possible to report their disability or illness to their supervisor. Upon return to work, the Employee must complete a sick leave form in order to receive compensation. Employees returning to duty following a period of sick leave shall consent to a medical examination if requested, which must indicate that the Employee has the requisite physical and mental ability to perform the duties of the position as required. The medical examination shall be performed by a physician of the District's choosing, at the districts expense or covered by medical insurance.

In the event of an Employee's prolonged leave of absence due to disability, illness, or injury the District will attempt to maintain the Employee's position unless or until, in the option of the Fire Chief, the operations require a replacement Employee be hired or position abolished. Employees on sick leave more than ten (10) consecutive workdays will not accrue vacation, or continue to accrue additional sick leave. If an Employee is absent due to an injury or illness attributable to work, benefits will be awarded consistent with the Workers' Compensation statute.

Employees are not paid annually for any unused sick time. However, if the Employee does not use the Employee's sick time during the year, the Employee can carry it over from year to year. Retiring Employees are paid for earned but unused sick time up to 576 hours at the rate of 100% of their rate of pay at the time of separation. Non-retiring Employees who voluntarily separate their employment are paid for earned but unused sick time up to 576 hours at a rate of 50% of their rate of pay at the time of separation.

ARTICLE 21 -- FUNERAL LEAVE

Any Employee covered by this agreement shall receive up to three (3) workdays paid funeral leave in the event of the death of an immediate family member.

An immediate family member shall be defined as a spouse, child, stepchild, grandchild, brother, sister, parent, step parent, mother/father-in-law, brother-in-law, sister-in-law, grandparent and grandparent of a spouse, domestic partners and their parents.

Additional time, if needed, may be granted on an individual basis. This time will be charged to vacation time, sick time, personal days or taken without pay. Additional time is subject to approval by the Fire Chief.

ARTICLE 22 -- MILITARY LEAVE

The Employer agrees to provide Employees unpaid leave for military purposes. Said leave must be accompanied by military documentation requesting such leave. Upon the Employee's return they shall be reinstated at their previous position and current rate of pay for said position. Employees can use any available vacation or personal leave time if they wish during military leave. Likewise, employees can utilize trade time during military leave lasting no more than fourteen (14) days.

ARTICLE 23 -- JURY/COURT LEAVE

Jury Leave: The Employer agrees that any Employee called to serve on a petit jury shall receive their regular daily rate of pay for each day they are absent from duty. The Employee must remit any money received from the court to the Employer. Upon release from jury duty the Employee is expected to return to work within a reasonable time as determined by the Fire Chief. A copy of the jury duty notice will be submitted to the Employees' immediate supervisor when received, and he/she will forward to the Fire Chief.

Court Leave: Any Employee, whether off duty or on duty, who is required to appear in court or at an administrative hearing on official district business shall be paid their regular rate of pay during such appearance. The Employer agrees to pay all actual expenses incurred for parking, mileage and hotel for said appearance.

Any Employee required to appear in court or an administrative proceeding on personal business may be granted leave without pay, or will be able to take any available vacation and/or personal days.

ARTICLE 24 -- VOTING LEAVE

In the event that an Employees' work schedule does not provide time while off duty to vote, the Employer agrees to provide adequate paid leave to allow the Employee to do so.

ARTICLE 25 -- EXCHANGE OF DUTY

Employees shall be permitted to trade scheduled work time provided that the exchange does not interfere with the operation of the District. The affected employees' supervisors must approve all trades. The Employee desiring the shift trade must contact their supervisor as reasonably in advance of the exchange as possible. Exchanges may only be between Employees. All shift trades must be documented in the daily log once approved. The Employee accepting the shift change shall be responsible for coverage of the shift during the exchanged period. Such trading may only be done on an occasional basis. No permanent trading of schedules may be done.

ARTICLE 26 -- COMPASSION LEAVE

If an Employee is sick, but does not have any other sick days, vacation days, or personal days available, the sick Employee may use the accrued sick days of another Employee if the other Employee wishes to do so. An Employee may give any of their accrued sick days to other Employees. In order to receive accrued sick days from another Employee, the sick Employee must first produce a letter from the sick Employee's treating physician detailing the circumstances of the illness. The agreement between the Employees to transfer sick days must be approved by the Fire Chief. Once the days are given, they are not to be repaid.

ARTICLE 27 -- SALARY/WAGES

2012

<u>Rank</u>	<u>Base Hourly Rate</u>	<u>OT Rate (1.5 x Base)</u>	<u>Yearly Base Rate</u>
FF (1 st Year Service)	\$14.63/hr	\$21.95/hr	\$46,411.11
FF (2 nd + Yrs Service)	\$15.70/hr	\$23.55/hr	\$49,788.70
Eng (1 st Year Service)	\$15.88/hr	\$23.82/hr	\$50,381.81
Eng (2 nd + Yrs Service)	\$17.19/hr	\$25.79/hr	\$54,014.63
Capt (1 st Year Service)	\$19.07/hr	\$28.61/hr	\$60,497.55
Capt (2 nd + Yrs Service)	\$19.94/hr	\$29.91/hr	\$63,240.70

Emergency Medical Technician = Additional \$0.17/hr

ARTICLE 28 -- LONGEVITY PAY

After completing one (1) year of employment, employees will receive Longevity Pay based on their Year Base Rate as spelled out in Article 27 as follows:

1. After one (1) year of employment – one half (.5%) percent.
2. After five (5) years of employment – one (1%) percent.
3. After ten (10) years of employment – two (2%) percent.
4. After fifteen (15) years of employment – three (3%) percent.

Longevity Pay will be paid during the 1st week of December each year and shall be issued on a check separate from employee's regular paycheck.

ARTICLE 29 -- PAYROLL DEDUCTION

The pay period is fourteen (14) days long. All Employees are paid bi-weekly on Friday. The fourteen-day pay period ends on Sunday prior to the Friday payday. When the payday is a holiday, the Employee will be paid on the last working day before the holiday.

The following may be deducted from wages:

1. Federal and State Withholding Taxes.
2. FICA
3. Direct Savings Deposits.
4. 457 Contributions.
5. Garnishments.
6. Family Support.
7. Union Dues (provided a written request is submitted by the Union member Employee).
8. Shop Dues (provided a written request is submitted by the Union member Employee).
8. Cafeteria Plan contributions
9. Short-Term Disability
10. Long-Term Disability

Union and Shop Dues shall be deducted only from those Employees who are Union members and who individually request in writing that the deductions be made. The deduction for Union dues shall be in the amount certified in writing to the Employer as current by the Secretary-Treasurer of the Union and the deduction for Shop dues shall be in the amount certified in writing to the Employee as current by the local shop steward. The Employer must receive these certifications at least twenty days in advance of the paycheck issuance date for which it is effective. The Employer shall remit the Union dues that were actually deducted from the Employees' pay, to the Union's Secretary-Treasurer once a month. The Employer shall remit the Shop dues that were actually deducted from the Employee's pay, to the local shop fund via direct deposit during each payroll period. The Union and the Shop shall indemnify, defend and save the District and its agents harmless, for any and all costs incurred through any court or other legal proceeding instituted by any Employee for whom Union and/or Shop dues deductions are made that may concern, relate to, or arise from, the application of this Article.

ARTICLE 30 -- DIRECT DEPOSIT

All Employees will receive their pay via direct deposit into their bank account through the direct deposit program.

ARTICLE 31 -- HOLIDAYS

The Employer observes the following official U.S. holidays during the year.

1. New Year's Day, Sunday, January 1st, 2012 (Observed Monday, January 2nd, 2012)
2. Martin Luther King Jr. Day, Monday, January 16th, 2012
3. President's Day, Monday, February 20th, 2012
4. Memorial Day, Monday, May 28th, 2012
5. Independence Day, Wednesday, July 4th, 2012
6. Labor Day, Monday, September 3rd, 2012
7. Columbus Day, Monday, October 8th, 2012
8. Veteran's Day, Sunday, November 11th, 2012 (Observed Monday, November 12th, 2012)
9. Thanksgiving Day, Thursday, November 22nd, 2012
10. Christmas Day, Tuesday, December 25th, 2012

Employees also receive two (2) personal holidays each year. The Employee's immediate supervisor must approve when these days will be taken. If a holiday falls on Saturday it shall be observed on the preceding Friday. If a holiday falls on Sunday it shall be observed on the following Monday. Employees that physically work on a holiday shall be compensated at a flat rate of an additional \$100.00 for the day. To be eligible for the additional compensation the employee must work the entire scheduled shift. This does not include holidays that fall on a Saturday or Sunday but are observed on Friday or Monday.

ARTICLE 32 -- OVERTIME

There will be times when an Employee will need to work overtime to fulfill the needs of the Fire District. Employees must have all overtime approved in advance by their supervisor. This excludes responding to confirmed working fires within the District and all Water Rescue Incidents in which the District is dispatched to respond while off duty.

All personal days, sick time, and vacation time used shall count towards actual hours worked for computation of overtime.

In compliance with Federal and State laws employees will be compensated via "overtime pay" for hours worked in excess of 40 hours per week. Overtime hours will be paid at a rate of 1.5 times the employee's base hourly rate of pay.

Every year on January 1st the non-mandatory overtime distribution log shall be reset and all employees will show zero (0) non-mandatory hours. Every time a new employee is hired that is covered by the terms of this agreement the mandatory overtime log will be reset and all employees will show zero (0) mandatory overtime assignments.

NON-MANDATORY OVERTIME RECALL PROCEDURE

The Employer agrees to distribute available non-mandatory overtime in a fair and equitable manner by utilizing the procedures as described herein.

If it is determined that there has been an error in the distribution of overtime hours, overtime shall be offered to the Employee involved at the next available opportunity to correct the inequity.

No Employee shall be allowed to work more than 72 consecutive hours, except in emergency situations, at the discretion of the Fire Chief.

PROCEDURE

1. According to the order of the current seniority list, adjusted for overtime distribution, the supervisor whose shift is affected shall attempt to contact the Employee with the most seniority and advise them overtime hours are available.
2. The supervisor shall continue calling each Employee until a replacement can be found.
3. At thirty (30) minutes prior to the start of the shift, the supervisor may at their discretion switch to the **MANDATORY OVERTIME RECALL PROCEDURE** to secure coverage.
4. If all eligible employees decline, the District will assign mandatory overtime by following the procedures outlined in **MANDATORY OVERTIME RECALL PROCEDURE**.
5. Once an Employee accepts an overtime shift, it is deemed to be a scheduled shift.

MANDATORY OVERTIME RECALL PROCEDURE

Mandatory Overtime Recall will be initiated in the event the District is unsuccessful in finding a replacement to fill a position, utilizing the non-mandatory overtime procedure as previously outlined.

Refusal on the part of an Employee to report for mandatory overtime duty shall constitute grounds for serious disciplinary action up to and including termination, unless said refusal is due to illness.

If an Employee who is assigned mandatory overtime duty refuses to report for duty due to illness, the District at its sole right and discretion may require the Employee to report to a District company physician.

The District agrees to maintain a "Recall Log" that lists the accumulative number of mandatory overtime assignments to date that Employees have worked. Said log shall be posted in the Captains Office at each Fire Station in the District, and updated as necessary. According to that log, starting with the least senior employee, employees with the least number of mandatory overtime assignments to date will be recalled first.

The District agrees that no Employee shall be assigned mandatory overtime if on vacation leave or personal holiday, or on other approved leave, or on any scheduled days off prior to or after the approved leave day(s).

The District reserves the absolute right in its discretion, in times of needed staffing, to assign mandatory overtime and/or require any and all Employees to continue to fill a position until appropriate relief can be secured, regardless of seniority or the Recall Log.

Employees will not be assigned mandatory overtime for more than 24 hours at a time, and shall not work more than 72 hours in succession.

Any employee subject to overtime due to non-mandatory or mandatory recall will receive credit for a minimum of two (2) hours of overtime regardless of actual hours worked per recall. (Not to exceed actual hours worked if actual hours is greater than two (2)).

ARTICLE 33 -- EDUCATION /TUITION REIMBURSEMENT

The Employer agrees to provide a tuition assistance program at the following rates. To be eligible for reimbursement the Employee must acquire a grade of C (70%) or better and/or a pass from a pass/fail class. To be reimbursable, a class must be pre-approved by the District's Training Officer and the Fire Chief.

Professional Education

With approval of the Fire Chief the Employer agrees to fully reimburse any Employee who completes a short course (1-80 hours) that pertains to fire district training.

Missouri Fire and Rescue Training Institute

The Employer agrees to prepay for courses and lodging at winter or summer fire school for those Employees selected by the Employer to attend. All other courses offered by MFRTI should be handled as Professional Education. Employees will receive their expense check upon providing the District with a copy of their certificate, which verifies attendance.

Higher Education

The Employer agrees to pay 75% up to \$1000 per year for any Employee receiving a C (70%) or better in a course offered by an accredited 2 or 4-year college.

Travel Expenses

The Employer agrees to pay travel expenses as per the IRS current limit, lodging costs, and mileage for any Employee attending any course covered in Professional Education or Missouri Fire and Rescue Training. The Employee must submit proof of course completion and an expense report to be reimbursed.

The following travel expenses will be reimbursed:

- Automobile Mileage
- Lodging
- Tips
- Business Meals (In accordance with established per diem rates)

ARTICLE 34 -- UNIFORM ALLOWANCE

The employer is not responsible for the upkeep of the Employee's uniform. In any event, each Employee is solely responsible for compliance with rules concerning physical appearance, dress code and neatness. The District shall be responsible for the cost of all uniforms, protective clothing and any other equipment or tool the district requires to perform the duties of firefighter.

Exception: It shall be the Employee's sole responsibility at their cost to have the IAFF LOCAL 2665 logo (as shown) embroidered on the following uniform items as described:

Baseball Caps: Direct center at the rear of the cap. Base of the logo no more than one inch from the base of the cap. Logo to measure not more than 2" wide by 2.5" high.

T-Shirts: Direct center of the outside right sleeve. Base of the logo no more than one inch from the base of the sleeve. Logo to measure not more than 2" wide by 2.5" high.

Long Sleeve T-Shirts and Sweatshirts/Duty Shirts: Direct Center of the outside right sleeve. Base of the logo no more than one inch from the seam of the sleeve and cuff. Logo to measure not more than 2" wide by 2.5" high.

Under no circumstance is the logo to be worn or displayed on any other uniform or protective clothing item.



ARTICLE 35 -- PENSION

The Lake St Louis Fire Protection District has adopted a “Qualified Prototype Nonstandard Profit Sharing Plan” to provide the Employees with additional income for retirement.

ARTICLE 36 -- BULLETIN BOARD

The Employer agrees to allow the Union to place a bulletin board at each firehouse for the purpose of Union business. The Fire Chief must approve the specific location of the bulletin board within the firehouses. The bulletin board shall be bought and maintained by the Union and no larger than two feet by three feet in size. The Union bulletin board shall be used to post material that pertains to routine union business and only material that is nonoffensive, noncontroversial, and nonpolitical in nature.

ARTICLE 37 -- EMPLOYEE ASSISTANCE PROGRAM

The Employer agrees to provide Employees with access to a confidential Employee Assistance Program (“EAP”) to help the Employee deal with problems associated with marriage or family relationship issues, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, compulsive gambling and eating disorders, and traumatic stress. The Employer shall solely determine the type, length, amount, and provider of benefits offered under the EAP. Any medical or mental health services that are to be provided shall be limited to those offered by the District’s health insurance plan. All deductibles, co-pays, and out-of-pocket limits of the insurance policy shall be the responsibility of the Employee. The District will not make medical decisions about the course of the Employee’s medical treatment. The Fire Chief may refer an Employee to the EAP. Failure of an Employee to act on any such referral by the Fire Chief may lead to disciplinary action, up to and including termination.

ARTICLE 38 -- HOURS OF WORK

Shift employees shall work within the platoon system and shall be assigned to either A, B or C Shift. Each shift will work an alternating “Kelly” type schedule of 24 hours on, 24 hours off, 24 hours on, 24 hours off, 24 hours on, 96 hours off and then repeat. All shifts will begin at 7:00am and end at 6:59am the following day.

Should the District decide to increase the total number of full-time shift personnel, the Union agrees there may be a need to adjust the staffing level, hours of work and shift schedules of the District. Said changes will be made after the District and Union have discussed the changes and only if the changes reflect the current level or greater minimum staffing per truck.

ARTICLE 39 -- PROBATIONARY STATUS

All new Employees are on a probationary period during their first 12 months of employment.

Probationary Employees will have an evaluation after the completion of their first six months by their immediate supervisor and will continue to have one evaluation every year thereafter.

Probationary Employees are not covered by article 8 of this contract.

ARTICLE 40 -- STAFFING

The Employer shall establish staffing schedules and levels as needed by the District. If sufficient personnel are not available to meet the District's minimum staffing requirements, Employees may be subject to mandatory recall. "Minimum staffing", shall mean three (3) full-time Employees, except in emergency situations, or potential emergency situations where other staffing levels may be necessary.

ARTICLE 41 -- ETHICS

Employees must never use their positions with the organization, or any of its clients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

No Employee shall accept any gifts or gratuity if the Employee knows or has reason to believe the said gift or gratuity is being offered to influence the performance of said Employee's duties or responsibilities.

No Employee shall receive discounted or cost-free goods or services that may be offered in recognition of said Employee's position with the Employer, except consumable goods.

The acceptance or receipt of any free merchandise or monetary rewards for performance of one's duty as an Employee of the Fire District is prohibited.

Unless prior approval is received from the Fire Chief, no Employee of the Fire District shall be allowed to purchase personal items through the Fire District, or have such items delivered to the Fire Station, even if such member pays for merchandise personally.

Employees of the Fire District, other than the Board of Directors and/or Fire Chief, do not have the authority to incur expense or assume any obligations on behalf of the Fire District. If funds are needed for day-to-day operations that are not on hand, a supervisor should be notified to handle the situation.

Violations of this policy will not be tolerated and may result in disciplinary action, up to and including discharge. There will be no adverse action taken against an Employee who, in good faith, reports violations of this policy or participates in the investigation of such violations.

ARTICLE 42 -- RESIDENCY AND PERSONAL INFORMATION

All full-time Employees of the Fire District shall reside in such location that they can respond from their home in non-emergency fashion, in normal traffic conditions, and arrive back in the District within sixty (60) minutes.

All Employees shall promptly report to the Employer any changes concerning:

- A. Home address
- B. Personal telephone number
- C. Marital and dependent status
- D. Next of kin / beneficiaries

All Employees of the Fire District shall maintain a telephone at which they can be reached when off duty. Certain Employees may be required to carry and use Fire District communications devices so they may be contacted if necessary.

Employees who are given, or are in a position to receive, confidential information are expected to and must keep such information strictly confidential and may not divulge such information to persons in or out of the facility who are not entitled to receive such information.

Employees will not discuss, or in any other manner communicate, information of any kind learned while on duty with any person except in the performance of duty and, will limit their mention of calls received to internal reports of the organization as provided by procedures and to necessary communications with other Employees in the performance of duty.

Employees will not disclose any information to the public or press regarding internal policies, personnel matters, or interdepartmental disputes without first clearing such disclosure with the Chief.

Any telephone numbers made available to the District for use in the performance of duty will not be divulged to anyone except those persons who by their position and rank are authorized to receive such information.

Employees may inspect their own personnel file by making an appointment with the Fire Chief. Such inspections will be held on the District's premises in the presence of the Fire Chief. Employees will be permitted to review records related to their qualification for employment, compensation and disciplinary action. Employees are not permitted access to any letter of reference maintained by the District or items considered closed to the public. Employees will not be allowed to make copies of the contents of their personnel files, nor

shall Employees be allowed to remove their file or it's contents from District property. If an Employee disagrees with the accuracy of any statement in their records, and no correction can be agreed upon, the Employee is limited to submitting an explanatory statement that will be attached to the records.

ARTICLE 43 -- FIRE DISTRICT VEHICLES

Accidents involving a Fire District vehicle must be reported to Employee's Supervisor and the Fire Chief immediately. Depending on the severity of the accident the Employee may be required to submit to an alcohol and drug test following an accident and prior to resuming operation of Fire District vehicles. An alcohol and drug test is mandatory following accidents resulting in injuries to any District Employee(s) or member(s) of the public. The Driver will be placed on unpaid Administrative Leave until the results are released to the Fire Chief. If the results come back as negative the employee shall report back to work and their salary adjusted to compensate for the days of unpaid leave. If the results come back positive, additional disciplinary actions may be taken under the District's disciplinary policies.

Employees may be held responsible for any moving and parking violations and fines, which may result when operating a District vehicle.

The use of seat belts and/or other safety equipment or devices is mandatory for operators and passengers of Fire District vehicles.

ARTICLE 44 -- ANNUAL PHYSICAL EXAMS

As a condition of continued full-time employment each full-time employee must present to the Fire Chief each year a statement/note stating that they are "medically capable of performing the tasks and duties of their position as required" from a licensed physician, physician's assistant or nurse practitioner of the employee's choosing. Said statement/note must be dated and presented between October 1st and December 31st of the current year.

ARTICLE 45 -- ACCIDENT AND INCIDENT REPORTING

Any duty-related accidents must be reported immediately to the Employee's supervisor or the officer in charge. Appropriate forms are to be completed and signed. If medical attention is required, it must be reported to the officer in charge in advance of such attention, unless emergency treatment is required. Any Employee who witnesses, discovers, or is involved in an accident, must make a report.

Incidents involving non-Employees or members on Fire District property or involving the District, no matter how minor, must be reported to the Employees supervisor or officer in charge, immediately, by the Employee witnessing, discovering or being involved in any incident.

In the event an Employee of the Fire District, while “on duty,” suffers a major injury, serious illness or death, the officer in charge shall immediately notify the Fire Chief. When the official information is available from a physician or hospital, the Fire Chief or the Fire Chief’s designee shall notify the next of kin. All efforts shall be made to expedite this procedure to ensure that the District notifies the next of kin before any public release is made. Caution shall be exercised that the above procedure is not put into effect until official information is available and confirmed. Other Fire District personnel may, at the discretion of the officer in charge, accompany ill or injured Employees who are transported to a hospital or other medical facility for treatment.

ARTICLE 46 – VOLUNTARY TERMINATION

An Employee who wishes to voluntarily terminate their employment with the District shall give the Fire Chief two weeks’ advance written notice. The District may require the terminating Employee to leave immediately, but if the Employee is asked to leave, the Employee shall be paid for the remainder of the two-week period. However, the Employee shall still be subject to all performance obligations under this Agreement.

Employees who are rehired following a break in service are considered new Employees from the effective date of their reemployment for all purposes, including the purpose of measuring benefits.

ARTICLE 47 – RULES AND REGULATIONS

The Union and all Employees agree that all Employees covered by this agreement agree that said Employees shall comply with all District Standard Operating Guidelines and District Policies. For policies, the District agrees to notify the shop steward and meet to receive the Union’s input before adopting or revising said policies. For Standard Operating Guidelines, the existing procedure of adopting and revising via officer input will be utilized, without formal Union participation. Said Employees shall have thirty (30) days to read and comply with any such changes before they go into effect, unless the change is a matter of health and safety.

ARTICLE 48 -- TOBACCO USE

The Fire District is committed to providing a safe and healthy environment for Employee and visitors. To accomplish this, tobacco use is not allowed in Fire District buildings. Tobacco use is allowed only in the outside-designated areas.

ARTICLE 49 -- SUBSTANCE ABUSE

Employees are prohibited from reporting to work, or working when the Employee uses any drugs, except when the use is pursuant to a doctor's orders and the doctor advised the Employee that the substance does not adversely affect the Employee's ability to safely perform their job duties.

In addition, Employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal drugs and alcohol. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol or illegal drug in their systems. Employees are also prohibited from consuming alcohol during training session or meetings. This does not include the appropriate use of alcohol at District approved functions or activities.

Any Employee who violates this policy is subject to the District's disciplinary procedure and may be permitted to participate in an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state and local laws. The District assures that any information concerning an individual's drug or alcohol use that is conveyed to the District by the Employee on a confidential basis will remain confidential, subject to disclosures authorized or required by law.

The District will attempt to assist Employees who seek assistance before their drug or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others, through referrals to rehabilitation, appropriate leaves of absence, and other measures consistent with the District's policies and applicable federal, state or local laws.

The District further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of District issued lockers, desks or other suspected areas of concealment, as well as a Employee's personal property when the District has reasonable suspicion to believe that the Employee has violated this substance abuse policy.

ARTICLE 50 – PERSONAL ACTIVITIES / R&R

Employees shall be allowed to pursue their own interests in house after 1700 hours Monday thru Friday and after 1200 on Saturday unless an unanticipated urgent matter arises. However, Employees are required and expected to participate in any PR assignments or other department activities scheduled after these hours.

When a shift falls on any recognized holiday or on Sunday the Employees shall be permitted to pursue their own interests in house after the required daily equipment checks have been completed.

The supervisor on duty and/or the Fire Chief or his/her Assistant has the discretion to limit the type of activities engaged in by the Employees and to cancel R&R time as he/she deems necessary as may be in the best interest of the District.

ARTICLE 51 – EMERGENCY LEAVE

Employees shall be permitted to take up to four (4) hours Emergency Leave, with pay, after notifying the shift supervisor. Only the first four (4) hours shall be compensated. After said time the employee shall notify the shift supervisor of their status and either return to work or charge any additional time off during that shift to some form of available accrued/earned leave time.

An emergency shall be defined as but not limited to any situation where a member of the employee's immediate family (spouse and/or children) requires emergency medical treatment or hospitalization. Proof via a doctor's note will be required for said leave to be compensated.

Minimum manning levels must be considered when an employee must utilize "Emergency Leave".

ARTICLE 52 -- SAVING CLAUSE

If any provision of this Agreement or the application of such a provision be rendered or declared invalid, (except Article 27) by any court action, or by means of any existing or subsequent legislative action, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE 53 -- LIGHT DUTY POLICY

No light duty benefit is provided for within the written terms of the Working Agreement. As such, there is no light duty benefit for any employee covered by this agreement who is injured, sick, or otherwise disabled.

ARTICLE 54 -- NO STRIKE

The Union and all Employees agree that neither the Employee nor Union shall strike, or attempt a strike or walkout against the District during the term of this Agreement and for a period of sixty (60) days thereafter.

ARTICLE 55 -- DURATION OF AGREEMENT

This Agreement shall become effective on 12:01 a.m. January, 1st, 2012 and shall remain in full force and effect until midnight December 31st, 2012. If the Union proposes any changes in the terms of this Agreement they shall submit those proposed changes to the District's Fire Chief and Board of Director's in writing on or before July 1st, 2012. Likewise, if the District proposes any changes in the terms of this Agreement, the District shall submit those proposed changes to the shop in writing on or before July 1st, 2012. Upon the notification of request to modify the agreement be either party, both parties agree that the contract shall remain in full force until the modified agreement is adopted.

For the Employer:

David Monahan Date
Chairman

Michael A. Schell Date
Treasurer

Ralph Clark Date
Secretary

For the Union:

Justin Darnell Date
Shop Steward – Local 2665

Witness Date