

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

EFFECTIVE
JANUARY 1ST, 2016

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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.”

This Collective Bargaining Agreement (herein after "Agreement") is entered into by and between the Lake Saint Louis Fire Protection District (herein after "District") and Local 2665, International Association of Firefighters (herein after "Local 2665"). It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and Local 2665 and those represented by Local 2665; to provide for equitable and peaceful adjustment of differences that may arise; and to establish proper standards of wages, hours and others conditions of employment of all District career full-time Firefighters, Engineers, and Captains for whom the Union is the certified exclusive bargaining agent (Firefighters). This document shall supersede all Standard Operating Guidelines and Policies that specifically conflict with the content of the articles contained herein. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. It is the responsibility of each Firefighter to be aware of the Policies and SOG's and if a question arises regarding the context or information contained in this Agreement, the Firefighter should consult his or her Executive Shop Steward. The District agrees to work with Local 2665 when developing, revising, amending, and adopting all District Policies. All Policies and SOG's will be made available to all Employees.

ARTICLE 2 – RECOGNITION

Mutual Recognition and Effects of the Agreement

Pursuant to § 105.500(2), Revised Missouri Statutes, Local 2665 has been certified by the Missouri State Board of Mediation as the exclusive bargaining representative for all full-time Firefighters, Engineers, and Captains. "The Meet and Confer Law," § 105.520, Revised Missouri Statutes, is the basis of formal discussions held with representatives of the Firefighters, Engineers, and Captains for the purpose of arriving at agreements on proposals concerning salaries and other conditions of employment. 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. This agreement constitutes the final, full and complete agreement between the District and Local 2665. This agreement contains and records all agreements arrived at between the representative of the District and Local 2665 following a series of meetings and discussions held between representatives of the District and Local 2665.

ARTICLE 3 – MANAGEMENT RIGHTS

The Firefighters' representative agrees that the Employer has complete authority over policies and administration of the Fire Department which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including all statutory and inherent managerial rights, prerogative and functions. Any matter involving the management of department operations except as expressly restricted by a specific provision of this Agreement remains within the exclusive province of the Employer. Should the union object to any work rule or regulation as being in violation of this Agreement, it may resort to the Grievance Procedure outlined in this Agreement.

ARTICLE 4 – EQUAL EMPLOYMENT OPPORTUNITY

It is the continuing policy of the District to provide equal opportunity in all areas of employment including hiring, promotion, discharge, pay and fringe benefits without regard to race, color, national origin, ancestry, familial status, religion, sex, age, disability, veteran status, or to its Firefighters as well as those persons applying for employment with the District, all in accordance with applicable law. No Firefighter and no representative of the District, no matter his or her title or position, have the authority, expressed, actual, and apparent or implied, to unlawfully discriminate against another Firefighter of the District. This Article applies while on the job and during any District-related activity. The District agrees not to unlawfully discriminate against any Firefighter who is a member of the Union for lawful activity on behalf of, or membership in, the Union.

The District does not tolerate harassment in the workplace or during any District-related activity. The District provides internal procedures for victims of such harassment to report such harassment and disciplinary penalties for those who commit such harassment. No Firefighter and no representative of the District, no matter his or her title or position, have the authority, expressed, actual, and apparent or implied, to commit or allow such harassment. This Article applies while on the job and during any District-related activity.

There shall be no discrimination, interference, restraint, or coercion by the District against any Firefighter for his/her activity on behalf of, or membership in, the Union.

ARTICLE 5 – DEFINITION OF SENIORITY

Seniority for shift Firefighters shall be defined as Firefighter's length of continuous full-time service since his or her date of hire unless Seniority terminated, in which case, Seniority runs from the Firefighter's length of continuous full-time service since re-hire after Seniority terminated. Seniority continues to accrue during period of lay-off if a recall occurs. Seniority continues to accrue during periods of

approved leave of absence without pay (unless otherwise agreed by the District). In the event that Firefighters have the same date of hire, Seniority will be determined by the alphabetical order of each Firefighter's last name.

For purposes of vacation requests, Seniority from the highest to lowest will prevail.

Seniority terminates when an Firefighter:

- (i) Quits;
- (ii) Is discharged;
- (iii) Is laid off and fails to report for work (no call, no show) within four (4) shifts (8 calendar) days after recall;
- (iv) Retires.

ARTICLE 6 – UNION REPRESENTATION

The District agrees that a Firefighter shall have the right to have Union and/or legal representation present in meetings, interviews, or hearings, in which the Firefighter is asked to attend, or does attend, where disciplinary action could be recommended or taken against the Firefighter. During any meeting, interview, or hearing in which the Firefighter feels could lead to disciplinary action, the Firefighter 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 Firefighter's choosing and at the Firefighter's sole cost.

ARTICLE 7 – UNION BUSINESS

Firefighters elected or appointed as Union officers (i.e. executive officer, stewards, shift reps) 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 Firefighter's immediate supervisor and Fire Chief. 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. It is understood that the District will not assume any financial or legal responsibility while Firefighters 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. The Fire Chief shall be notified prior to the commencement of the meeting. Such notification may be made by email, phone or sending a text to the Fire Chief's cell phone.

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.

Except for policies that permit or encourage it, no Firefighter, except for the Executive Shop Steward or their designee, may contact the Board of Directors in regard to District Business. However, this restriction does not apply to any contacts protected by applicable Missouri or Federal law.

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 a Firefighter believes he or she has a grievance the Firefighter must obtain a grievance form (see Appendix A) from the Shop Steward. The Firefighter 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 Firefighter must sign the Grievance Form. Firefighters 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 Firefighter 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 Firefighter 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. If the grievance is not settled during the Step 1 and the Firefighter's immediate supervisor is the Fire Chief, then if the Firefighter wishes to proceed with the grievance, the Firefighter shall skip Step 2 and proceed to Step 3.

Step 3:

If the grievance is not settled during the proceeding steps, the Firefighter 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 Firefighter(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 Firefighter(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.

Step 4:

If the grievance is not settled in the preceding steps the aggrieved Firefighter may request arbitration within 15 business days of the date of the Board's written decision. Arbitration may only be requested if the grievance involves suspension, demotion, or termination and if arbitration is approved by a majority of the Executive Board of Local 2665.

Step 5:

All arbitrations requests will be in writing and addressed to the board. If the arbitration is timely requested, the Federal Mediation and Conciliation Service shall be requested to submit a panel of 7 arbitrators located within Greater St. Louis Metropolitan Area. Local 2665 shall first strike 3 names from the list and then the District will strike 3 names, leaving the sole remaining arbitrator to hear the case. Any, and all, expenses of the arbitration, except attorneys' fees, but including fees, costs, and expenses charged by the FMCS, will be paid by Local 2665, regardless of the outcome.

Step 6:

The arbitrator shall conduct a hearing for the purpose of hearing evidence and legal arguments relevant to the subject of the dispute. Both the District and Local 2665 shall have the opportunity at the hearing to present evidence, examine and cross examine witnesses, and argue the issue(s). Briefs shall be allowed and either party may request transcripts of the hearing. The arbitrator shall have the authority to interpret this agreement and must use the standard of just cause. The arbitrator shall issue his or her findings no later than 45 days from the conclusion of the hearing and the decision will be binding on all parties.

Step 7:

The time limits required by this procedure may be suspended or changed at any time by agreement of Local 2665 and the District.

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 District agree that no permanent, non-probationary, Firefighter bound by this agreement shall be disciplined or discharged without just cause and “due process”. “Just cause” shall include personnel reduction as permitted by this Agreement. “Due process” as used in this Article shall mean the grievance procedure provided by this Agreement. 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 Firefighter who has not successfully completed their probationary period and has not been appointed as a permanent Firefighter. The District furthermore agrees to hold a hearing within ten weekdays to investigate administrative charges against an Firefighter that result in a reduction of rank, reduction in pay, suspension, or termination; provided that the Firefighter makes a written request for the hearing. No Firefighter shall be given discipline that will result in a reduction or rank, leave without pay for more than 24 hours, or termination without an investigation and an opportunity to present evidence to the District on his or her behalf. Before such hearing, the District shall notify the Firefighter and the Union of the charges against the Firefighter, 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 District and the Union. The Firefighter shall have the right to be accompanied and represented by the

Union and/or legal counsel of the Firefighter's choosing and at the Firefighter's sole cost. During the term of this agreement, all notations of discipline that are placed in an Firefighter's file shall be signed and dated by the Firefighter, with the Firefighter receiving a copy of the said document.

Types of Discipline

Corrective or disciplinary action shall be based on the seriousness of the offense, the Firefighter's work history, and the District's history in similar situations. The following are some types of Discipline or corrective action:

- Verbal Counseling Session
- Verbal Reprimand
- Written Reprimand
- Suspension
- Demotion
- Termination
- Disciplinary Probation (which may be added to Verbal Reprimands, Written Reprimands, Suspensions and Demotions)

When appropriate, the Discipline may also include education or training.

Definitions

Demotion — The movement of a Firefighter to a classification having a lower maximum rate of pay. A writing stating the beginning dates and the disciplinary cause of the demotion, signed by the Firefighter, is placed in the Firefighter's personnel file.

Disciplinary Probation — A probationary period for disciplinary purposes not to exceed 12 months. A writing stating the beginning and ending dates of probation for disciplinary purposes and the disciplinary cause of the probation, signed by the Firefighter, is placed in the Firefighter's personnel file.

Suspension — Time off without pay for a specified period of time. A writing stating the beginning and ending dates of suspension without pay for disciplinary purposes and the disciplinary cause of the suspension, signed by the Firefighter, is placed in the Firefighter's personnel file.

Termination — The separation of an Firefighter from service for cause. A writing stating the date of termination and the cause for termination is placed in the Firefighter's personnel file.

Verbal Counseling Session — Counseling by a superior to make a Firefighter aware of unacceptable conduct or performance and outlining a course of action to remedy the

problem. A written statement of the date, time and substance of the Verbal Counseling Session, signed by the Firefighter, is placed in the Firefighter's personnel file.

Verbal Reprimand — A Verbal Reprimand is a disciplinary action by a superior made orally to an Firefighter to ensure the Firefighter is aware of unacceptable conduct or performance and outlining a course of action to remedy the problem. A written document stating the date, time and substance of the Verbal Reprimand, signed by the Firefighter, is placed in the Firefighter's personnel file.

Written Reprimand — A Written Reprimand is a writing directed to the Firefighter and stating the date, time and substance of unacceptable conduct or performance of an Firefighter and outlining a course of action to remedy the problem.

ARTICLE 10 – PERSONNEL REDUCTION

If it is necessary to reduce the number of Firefighters of the District (a “lay-off”), the Fire Marshal shall be laid-off prior to any fire suppression personnel and efforts shall be made to reduce discretionary expenses associated with other District operations. In the case of reduction in workforce, the Firefighter with the least seniority regardless of rank shall be laid-off first and shall be placed on a re-employment list. In the restoration of the fire suppression personnel such Firefighters shall be recalled in reverse order from the re-employment list. Notice of recall shall be by certified mail to the Firefighter’s last known address. No new Firefighters shall be hired until all Firefighters on the re-employment list have been given an opportunity to accept recall to the workforce. When returning to work from the re-employment list, the Firefighter shall not be considered as having suffered any break in service for purposes of seniority.

ARTICLE 11 – MEDICAL INSURANCE

The Employer agrees to provide medical insurance for all Firefighters and their dependent spouse and dependent children, at the benefit levels stated in the attached plan brochure. 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 \$2,500.00 each plan year into each Firefighter’s Health Savings Account to reimburse the Firefighter for the Firefighter’s first \$2,500.00 of documented out of pocket medical insurance deductible and costs (excluding co-pays which shall not be reimbursed). The contribution is to be made during the 1st week of

January each year. Thereafter, the District will reimburse the Firefighter for documented out of pocket medical insurance deductible and costs (excluding co-pays which shall not be reimbursed), that exceed the initial \$2,500 for that given year, up to a maximum of the insurance deductible for the Firefighter, which deductible is \$4,000. Therefore the maximum reimbursement to the Firefighter after the initial \$2,500 deposit into the HSA account will be \$1,500. To receive this reimbursement, the Firefighter must present documents showing that the initial \$2,500 in deductibles have been exceeded by the Firefighter, as well as the additional deductibles incurred.

ARTICLE 12 – VISION INSURANCE

The District agrees to provide vision insurance for all Firefighters and their dependent spouse and dependent children, at the benefit levels existing immediately prior to the effective date of this Agreement. If the District 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 District agrees to provide dental insurance for all Firefighters and their dependent spouse and dependent children, at the benefit levels existing immediately prior to the effective date of this Agreement. If the District 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 District agrees to provide both short-term and long-term disability insurance for all Firefighters at the benefit levels existing immediately prior to the effective date of this Agreement. If the District 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 District 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 Firefighters with a 457(k) Qualified Retirement plan that is a means of long-term savings for the Firefighter's retirement.

The Firefighter 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 Firefighter's review, shall govern. If the Firefighter has any questions regarding this plan, the Firefighter must contact the plan administrator.

ARTICLE 18 – FAMILY MEDICAL LEAVE ACT

The District 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 Firefighters are eligible for paid vacation time. Vacation is calculated according to the calendar year. During the Firefighter's initial year of employment, the Firefighter will earn vacation on a prorated basis to be taken the following year. The Firefighter's supervisor will inform the Firefighter of the number of vacation hours and the date on which the Firefighter becomes eligible. Captains, or the shift supervisor at the time, shall be responsible for filling shifts for Firefighters granted vacation, including maintaining overtime lists and properly applying voluntary and mandatory overtime procedures. All requests for vacation must be submitted no later than 24 hours prior to the beginning of the shift (excluding actual or observed holidays) prior to the proposed day off. Thereafter, the Firefighter receives vacation as follows:

After 1 full calendar year, the Firefighter shall be entitled to 168 hours paid vacations.

After 5 full calendar years, the Firefighter shall be entitled to 216 hours paid vacation.

After 10 full calendar years, the Firefighter shall be entitled to 288 hours paid vacation.

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

If conflicts exist among the Firefighters 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 Firefighter's last scheduled shift day prior to their vacation leave. The conclusion of the Firefighter's vacation leave shall end on the beginning of their next scheduled shift day, following their vacation leave.

Firefighters' vacations will be chosen by the following method:

The Firefighter who has the most seniority can select up to 48 consecutive hours of vacation at a time. All Firefighters in order of seniority can then also select up to 48 consecutive hours of vacation. Firefighters 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. Only the shift with 3 assigned personnel will be able to cause overtime with vacation leave. Any persons assigned to a 4-person crew cannot cause overtime using vacation time.

Firefighters with one year of service or more who terminate shall receive terminal vacation based on the number of days accrued at 100% of the hourly rate. Firefighters with less than one-year service receive no terminal vacation or vacation pay.

Vacation leave must be used in minimum 4 hour blocks. Up to six days of vacation time may be carried over to the next year, provided that the Firefighter shall have the option to buy back 1 to 6 of the vacation days being carried over by being reimbursed for such days at the Firefighter's normal rate of pay and provided further that the District shall have the option to buy back up to half of any days being carried over by a Firefighter by paying the Firefighter for such days at the normal rate of pay. The District's buy back option shall only be exercised if and to the extent such buy backs are necessary to reduce the cumulative number of vacation days being carried over by all Firefighters to no more than 33 total vacation days.

ARTICLE 20 – SICK LEAVE

The purpose of a paid sick leave program is to provide the Firefighter a benefit at a time when most needed. The Firefighter 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 Firefighter is not eligible for short or long term disability.

An Firefighter'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.

Firefighters with less than twelve (12) months service shall receive no paid sick leave. Upon the Firefighter's first year anniversary date, the Firefighter will have accrued 96 hours of sick leave. Thereafter the Firefighter will be credited 96 hours of sick time on January 1st of each year.

Sick leave shall not be considered as a privilege that an Firefighter may use at their discretion, but shall be allowed only in case of necessity and actual sickness or disability of the Firefighter. Firefighters 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 Firefighter's immediate supervisor must approve sick leave. A physician's note and/or release may be required for time off in excess of 48 consecutively scheduled work hours for the Firefighter 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 Firefighter is to be off, and the date of return.

Any Firefighter 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.

A Firefighter should call in as early as possible to report their disability or illness to their supervisor. Upon return to work, the Firefighter must complete a sick leave form in order to receive compensation. Firefighters returning to duty following a period of sick leave shall consent to a medical examination if requested, which must indicate that the Firefighter 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 a Firefighter's prolonged leave of absence due to disability, illness, or injury the District will attempt to maintain the Firefighter's position unless or until, in

the opinion of the Fire Chief, the operations require a replacement Firefighter be hired or position abolished. Firefighters on sick leave more than ten (10) consecutive days will not accrue vacation, or continue to accrue additional sick leave. If a Firefighter is absent due to an injury or illness attributable to work, benefits will be awarded consistent with the Workers' Compensation statute.

Firefighters are not paid annually for any unused sick time. However, if the Firefighter does not use the Firefighter's sick time during the year, the Firefighter can carry it over from year to year up to 864 hours. Retiring Firefighters are paid for earned but unused sick time up to 864 hours at the rate of 100% of their rate of pay at the time of separation.

ARTICLE 21 – FUNERAL LEAVE

Any Firefighter covered by this agreement shall receive up to 48 consecutive hours 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 District agrees to provide Firefighters any combination of 120 hours maximum of paid military leave per calendar year as long as the requested leave time is during an Firefighter's regularly scheduled shift or shifts. Military leave will only be granted when all required leave requests are submitted prior to the actual leave date with a minimum of 24 hours notice unless ordered for an official military emergency that gives the Firefighter less than 24 hours notice. All paid military leave requests must be accompanied by official military orders or official documentation specifying the dates of military service. The District agrees to provide the Firefighters with unpaid military leave for any military leave in excess of the paid 120 hours of military leave already accumulated as may be required by law. Unpaid military leave will be granted when all required leave requests are submitted prior to the actual leave date with a minimum of 24 hours notice unless ordered for an official military emergency that gives the Firefighter less than 24 hours notice. All unpaid military leave requests must be accompanied by official military orders or official documentation specifying the dates of military service. Firefighters may use any available vacation or personal leave time if they wish during military leave as long as it does not interfere with any other Firefighter already utilizing vacation leave at the same time.

Firefighters may also utilize trade time to cover the Firefighter's regularly scheduled shifts in accordance with the exchange of duty article. Firefighters who are actively on military orders are exempt from the mandatory recall procedure as spelled out in Article 31 – Overtime. Any Firefighter on official military orders upon return from said orders will be reinstated to the same position and rank as previously held and to the current rate of pay for said position.

ARTICLE 23 – JURY/COURT LEAVE

Jury Leave: The District agrees that any Firefighter called to serve on a petit jury shall receive their regular daily rate of pay for each day they are absent from duty. The Firefighter must remit any money received from the court to the District. Upon release from jury duty the Firefighter 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 Firefighters' immediate supervisor when received, and he/she will forward to the Fire Chief.

Court Leave: Any Firefighter, 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 District agrees to pay all actual expenses incurred for parking, mileage and hotel for said appearance.

Any Firefighter 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 Firefighters' work schedule does not provide time while off duty to vote, the District agrees to provide adequate paid leave to allow the Firefighter to do so.

ARTICLE 25 – EXCHANGE OF DUTY

Firefighters shall be permitted to trade scheduled work time provided that the exchange does not interfere with the operation of the District. The affected Firefighters' supervisors must approve all trades. The Firefighter desiring the shift trade must contact their supervisor as reasonably in advance of the exchange as possible. Exchanges may only be between Firefighters. All shift trades must be documented in the daily log once approved. The Firefighter 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 – VOLUNTARY LEAVE PROGRAM

If a Firefighter is sick, but does not have any other sick time, vacation time, or personal time available, the sick Firefighter may use the accrued sick days of another Firefighter if the other Firefighter wishes to do so. A Firefighter may give any of their accrued sick days to other Firefighters. In order to receive accrued sick days from another Firefighter, the sick Firefighter must first produce a letter from the sick Firefighter's treating physician detailing the circumstances of the illness. The agreement between the Firefighters 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

2014

<u>Rank</u>	<u>Base Hourly Rate</u>	<u>OT Rate (1.5 x Base)</u>
FF (1 st Year Service)	\$16.64/hr	\$24.96/hr
FF (2 nd + Yrs Service)	\$17.82/hr	\$26.73/hr
Eng (1 st Year Service)	\$18.03/hr	\$27.05/hr
Eng (2 nd + Yrs Service)	\$19.48/hr	\$29.22/hr
Capt (1 st Year Service)	\$21.58/hr	\$32.37/hr
Capt (2 nd + Yrs Service)	\$22.54/hr	\$33.81/hr
Capt 2 nd + without EMT)	\$22.35/hr	\$33.53/hr

ARTICLE 28 – LONGEVITY PAY/COST OF LIVING ADJUSTMENT

After completing ten (10) years of employment, Firefighters will receive Longevity Pay based on their Year Base Rate as spelled out in Article 27 as follows:

1. After ten (10) years of employment – two (2%) percent.
2. 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 Firefighter's regular paycheck.

For the Contract Year of 2016, each Firefighter shall receive a cost of living adjustment of \$3,000 payable by January 15th of 2016.

ARTICLE 29 – PAYROLL DEDUCTION

The pay period is fourteen (14) days long. All Firefighters 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 Firefighter will be paid on the last working day before the holiday. All Firefighters will receive their pay via direct deposit into their bank account through the direct deposit program.

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 Firefighter).
8. Shop Dues (provided a written request is submitted by the Union member Firefighter).
9. Cafeteria Plan contributions
10. Short-Term Disability
11. Long-Term Disability

Union and Shop Dues shall be deducted only from those Firefighters 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 District 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 Firefighter as current by the local shop steward. The District must receive these certifications at least twenty days in advance of the paycheck issuance date for which it is effective. The District shall remit the Union dues that were actually deducted from the Firefighters' pay, to the Union's Secretary-Treasurer once a month. The District shall remit the Shop dues that were actually deducted from the Firefighter'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 Firefighter 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 – HOLIDAYS

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

1. New Year's Day
2. Martin Luther King Jr. Day,
3. President's Day

4. Memorial Day,
5. Independence Day (4th of July)
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Firefighters also receive 48 hours of personal holiday time each year, which must be taken in 24 consecutive hour blocks in one shift day. Firefighters may take personal holiday time without restrictions on staffing. There will be no split holiday.

The shift beginning at 7:00 a.m. will be awarded the Holiday. 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. Firefighters that physically work on a holiday shall be compensated at a flat rate of an additional \$75.00 for the holiday shift. To be eligible for the additional compensation the Firefighter 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.

When the same shift is assigned to work both Christmas Eve and Christmas Day the shift assigned December 22nd and 23rd will trade their second day (December 23rd) with the following shifts first day (December 24th).

Example: A,A, B, B for the dates December 22 – 25 would instead be A, B, A, B

ARTICLE 31 – OVERTIME

There will be times when a Firefighter will need to work overtime to fulfill the needs of the Fire District. Firefighters 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.

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

Firefighters attending departmental committee meetings during their days off shall be compensated with compensatory time off at the rate of time and one-half hours off for each actual hour of attendance.

It is standard in non-emergency situations that Firefighters will be given three calendar days written notice of mandatory meetings and classes called by the district. Firefighters attending mandatory departmental meeting or classes shall be compensated

with compensatory time off at the rate of time and one-half hours off for each actual hour of attendance.

Compensated time can only cause over time on a crew with 3 persons normally assigned to it. Only one person per shift may use compensatory time.

Non-Mandatory Overtime

The District 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 Firefighter involved at the next available opportunity to correct the inequity.

No Firefighter 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 Firefighter with the most seniority will be contacted and advised that overtime hours are available. The supervisor on duty when the need for overtime is created will make the contact. If the overtime has not been filled by the end of that supervisor's shift, then the next shift's supervisor will continue to make the contacts until the overtime is filled.
2. The supervisor(s) shall continue calling each Firefighter until a replacement can be found.
3. At thirty (30) minutes prior to the start of the shift, the supervisor on duty at that time may at their discretion switch to the **MANDATORY OVERTIME RECALL PROCEDURE** to secure coverage.
4. If all eligible Firefighters decline, the District will assign mandatory overtime by following the procedures outlined in **MANDATORY OVERTIME RECALL PROCEDURE**.
5. Once an Firefighter accepts an overtime shift, it is deemed to be a scheduled shift.

Mandatory Overtime

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 a Firefighter 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 or inability to perform services or the Firefighter is located more than 60 minutes from District's boundaries given normal driving conditions at the time the Firefighter is contacted.

If a Firefighter 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 Firefighter to report to a District selected physician.

The District agrees to maintain a "Recall Log" that lists the accumulative number of mandatory overtime assignments to date that Firefighters 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 Firefighter, Firefighters with the least number of mandatory overtime assignments to date will be recalled first.

The District agrees that no Firefighter 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 time.

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

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

Any Firefighter 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 are greater than two (2)).

Emergency Operations Overtime

If the District begins operating under Emergency Operations as declared by the District, the overtime procedures for Non-Mandatory Overtime and Mandatory Overtime will be followed as the situation allows. Overtime procedures may be broken to meet the needs of the District.

ARTICLE 32 – EDUCATION /TUITION REIMBURSEMENT

The District agrees to provide a tuition assistance program at the following rates. To be eligible for reimbursement the Firefighter 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 District agrees to fully reimburse any Firefighter who completes a short course (1-80 hours) that pertains to fire district training.

Missouri Fire and Rescue Training Institute

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

Higher Education

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

Travel Expenses

The District agrees to pay travel expenses as per the IRS current limit, lodging costs, and mileage for any Firefighter attending any course covered in Professional Education or Missouri Fire and Rescue Training. The Firefighter 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)

Training

Firefighters voluntarily pursuing professional development/training off-duty will not receive pay. Payment for Firefighters who attend classes or training sessions that the District requires them to take on their days off, shall be governed by the requirements of the FLSA.

Requests to attend training while on-duty for Re-Certification Courses or Re-Certification Education Classes may be granted at the District's discretion with the following provisions: Permission may be granted for Re-Certification Courses and Classes as long as the number of personnel on-duty that day does not fall below minimum staffing requirements. A training request form must be completed and approved by the Fire Chief. A time off during workday request form must be completed and submitted with the training request form. Authorization may be granted for **time off** for the time in class and

travel time for local classes. Authorization may be granted for the entire shift for out-of-town classes requiring overnight stays. Re-Certification Courses and Classes may be authorized if they meet the needs of the District and the Firefighter.

After approved time off during the work day to attend training, the Firefighter must return to the District immediately upon completion of the training event and report to duty as soon as possible after returning to the District, and in no event later than two hours after returning to the District.

ARTICLE 33 – UNIFORM ALLOWANCE

The District is not responsible for the upkeep of the Firefighter's uniform. In any event, each Firefighter 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 Firefighter's sole responsibility at their cost to have the IAFF LOCAL 2665 logo (as shown below) embroidered on the following uniform items as described, provided that the District shall pay to have such logo embroidered on the Firefighter's Carhartt Coat or Coats at the same time other insignia is being embroidered:

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, Polo 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.

Carhartt Coats: IAFF 3 inch patch to be displayed on the right shoulder of the coat.

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



LOCAL 2665

ARTICLE 34 – PENSION

The Lake St Louis Fire Protection District has adopted a “Qualified Prototype Nonstandard Profit Sharing Plan” to provide the Firefighters with additional income for retirement. A five-member pension board will be established in January of each year. The Board of Directors will be presented with three names from members in the plan, and the Board will select the remaining two members from this list pursuant to RSMo. § 321.800.

ARTICLE 35 – BULLETIN BOARD

The District will provide wall space in the living quarters in each station for a Local 2665 sponsored bulletin board not larger than 24" x 36". The bulletin board shall be bought and maintained by the Union. No Local 2665 posting will be allowed anywhere on District property other than the Local 2665 designated bulletin board. No defamatory, harassing, or libelous items will be allowed. The Local 2665 is responsible for posting and removing material on its bulletin board and for maintaining the area in an orderly and neat fashion.

ARTICLE 36 – HOURS OF WORK

Shift Firefighters shall work within the platoon system and shall be assigned to either A, B or C Shift. Under the current level of staffing, each shift will work two consecutive 24-hour shifts on, 96 hours off and then repeat. All shifts will begin at 7:00 a.m. and end at 6:59 a.m. the following day. Shift Firefighters must be fit for duty and in uniform by 7:00 a.m. at the beginning of day one of the Firefighter’s rotation and fit for duty until the end of the rotation. The FLSA pay cycle consists of 28 calendar days. The normal number of hours worked during a 28-day cycle is 216. Any hours worked over 212 during the 28-day cycle is paid at time and one-half.

Firefighters shall be allowed to take recuperation and recovery time at the discretion of the Captain on the duty unless a call or other unanticipated urgent matter arises. However, Firefighters are required and expected to participate in any PR assignments or other department activities scheduled during recuperation and recovery time. When a shift falls on any recognized holiday or on Sunday the Firefighters 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 Firefighters and to cancel recuperation and recovery time as he/she deems necessary as may be in the best interest of the District

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.

The Daylight Savings Time change will not affect shift change, Firefighters will be compensated on a twenty-four (24) hour basis. No work hours will be gained or lost.

ARTICLE 37 – PROBATIONARY STATUS

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

Probationary Firefighters 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 Firefighters are not covered by the Grievance Article of this contract.

ARTICLE 38 – STAFFING

The District 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, Firefighters may be subject to mandatory recall. Normal "minimum staffing", shall mean three (3) full-time Firefighters, except that in emergency situations, or potential emergency situations, the "minimum staffing" number may be temporarily increased as may be necessary.

ARTICLE 39 – ETHICS

Firefighters 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 Firefighter shall accept any gifts or gratuity if the Firefighter knows or has reason to believe the said gift or gratuity is being offered to influence the performance of said Firefighter's duties or responsibilities.

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

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

Unless prior approval is received from the Fire Chief, no Firefighter 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.

Firefighters 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 a Firefighter who, in good faith, reports violations of this policy or participates in the investigation of such violations.

ARTICLE 40 – RESIDENCY AND PERSONAL INFORMATION

All full-time Firefighters 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 Firefighters shall promptly report to the District any changes concerning:

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

All Firefighters of the Fire District shall maintain a telephone at which they can be reached when off duty. The District may designate certain Firefighters who will be required to carry and use Fire District communications devices so they may be contacted if necessary.

Firefighters 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.

Firefighters 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 Firefighters in the performance of duty.

Firefighters 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.

Firefighters 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. Firefighters will be permitted to review records related to their qualification for employment, compensation and disciplinary action. Firefighters are not permitted access to any letter of reference maintained by the District or items considered closed to the public. Firefighters will not be allowed to make copies of the contents of their personnel files, nor shall Firefighters be allowed to remove their file or its contents from District property. If an Firefighter disagrees with the accuracy of any statement in their records, and no correction can be agreed upon, the Firefighter is limited to submitting an explanatory statement that will be attached to the records.

ARTICLE 41 – FIRE DISTRICT VEHICLES

Accidents involving a Fire District vehicle must be reported to Firefighter's Supervisor and the Fire Chief immediately. Depending on the severity of the accident the Firefighter 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 Firefighter(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 Firefighter 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 will be taken under the District's disciplinary policies.

Firefighters 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 42 – ANNUAL PHYSICAL EXAMS

As a condition of continued full-time employment each full-time Firefighter 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 Firefighter’s choosing. Said statement/note must be dated and presented between January 1st and March 31st of the current year. To satisfy this requirement, each Firefighter shall participate in the annual physical given under the IAFF/IAFC Fire Service Wellness-Fitness Initiative and the District shall pay the cost of the physical in excess of the amount covered by the medical currently provided by the District.

ARTICLE 43 – ACCIDENT AND INCIDENT REPORTING

Any duty-related accidents must be reported immediately to the Firefighter’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 Firefighter who witnesses, discovers, or is involved in an accident, must make a report.

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

In the event a Firefighter 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 Firefighters who are transported to a hospital or other medical facility for treatment.

ARTICLE 44 – VOLUNTARY TERMINATION

An Firefighter 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 Firefighter to leave immediately, but if the Firefighter is asked to leave, the Firefighter shall be paid for the remainder of the two-week period. However, the Firefighter shall still be subject to all performance obligations under this Agreement.

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

ARTICLE 45 – TOBACCO USE

The Fire District is committed to providing a safe and healthy environment for Firefighter and visitors. To accomplish this, tobacco use is allowed only in outside designated areas.

ARTICLE 46 – TATOOS/BODY PIERCINGS

Firefighters shall not have visible tattoos on their head, face, or neck areas above the collar of their class A/B uniform. Firefighters shall also not wear any visible ear, nose, face or other visible body piercings while on duty. Firefighters shall not have to cover or conceal with clothing or otherwise tattoos that are located on their arms or legs unless the Chief, subject to Board review, determines that such tattoos are potentially offensive to members of the public and should be covered while the Firefighter is on duty. Firefighters may seek from the Chief or Board a pre-determination of whether a specific tattoo would need to be covered prior to having it applied. Such pre-determination shall be recorded and permanent for the Firefighter's entire period of service to the District.

ARTICLE 47 – EMERGENCY LEAVE

Firefighters 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 Firefighter 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 Firefighter'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 Firefighter must utilize "Emergency Leave".

ARTICLE 48 – SAVING CLAUSE

If any provision of this Agreement, or application of such provision, should be rendered or declared invalid by any court action or by any reason of existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The District and the Union agree that in the event of such an occurrence they will meet and confer as soon as reasonably possible

thereafter for the sole purpose of discussing changes made necessary by the applicable court ruling or enacted legislation.

ARTICLE 49 – LIGHT DUTY POLICY

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

ARTICLE 50 – NO STRIKE

The Union and all Firefighters agree that neither the Firefighter 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 51 – DURATION OF AGREEMENT

This Agreement shall become effective on 12:01 a.m. January, 1st, 2016 and shall remain in full force and effect until midnight December 31st, 2016. It shall be automatically renewed from year to year thereafter, unless either party shall have notified the other in writing that it desires to change the Agreement. 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, 2016. 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, 2016. Upon the notification of request to modify the agreement by either party, both parties agree that the contract shall remain in full force until the modified agreement is adopted.

For the District:

For the Union:

Michael Pendergast Date
Chairman

Brad Leffeler Date
Shop Steward – Local 2665

Rick Thurwachter Date
Secretary

Cory Hogan Date
District 6 Vice President, Local 2665