



COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE
ROBERTSON FIRE PROTECTION
DISTRICT

AND

I.A.F.F.
PROFESSIONAL FIRE FIGHTERS
OF EASTERN MISSOURI
LOCAL 2665

Monetary effective January 1, 2013 to December 31, 2013
Verbiage effective January 1, 2013 to December 31, 2013

PREAMBLE

This Collective Bargaining Agreement is between the Robertson Fire Protection District Board of Directors, hereafter referred to as "Employer," and the Professional Fire Fighters of Eastern Missouri Local 2665 of the International Association of Fire Fighters, AFL-CIO, hereafter referred to as the "Union," and will be as follows:

It is the purpose of this agreement to achieve and maintain harmonious relations between the employer and employees and their Union, to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment for the members of the Union. This document will supersede all general policies and/or rules and regulations.

Further, the Employer agrees to enact into law this Collective Bargaining Agreement, and all subsequent language or verbiage agreed to by the Employer and the Union, by enacting a resolution incorporating the agreements contained in this Collective Bargaining Agreement, thereby making this agreement binding on all parties.

The members of the bargaining unit are entitled to "Due Process".

TABLE OF CONTENTS

ARTICLE

NUMBER	NAME	PAGE
<u>UNION MATTERS</u>		
1.01	RECOGNITION	5
1.02	DISCRIMINATION	5
1.03	PAYROLL DEDUCTION OF DUES	5
1.04	AGENCY SHOP	5
1.05	UNION REPRESENTATION	5
1.06	SHOP MEETINGS	6
1.07	BULLETIN BOARDS	6
1.08	COMMITTEE'S	6
<u>COMPENSATION / ALLOWANCE'S</u>		
2.01	PROBATION	6
2.02	HOURS	7
2.03	SALARY	7
2.03.01	Allocation Adjustment Index	8
2.04	LONGEVITY PAY	8
2.05	OVERTIME	9
2.06	HOLIDAY PAY	10
2.07	EDUCATION BENEFIT	10
2.07.01	EDUCATIONAL REIMBURSEMENT	10
2.08	SICK LEAVE INCENTIVE	10
2.09	UNIFORM ALLOWANCE	11
2.09.01	PROCTIVE CLOUTHING AND EQUIPMENT	11
2.10	WORKING OUT OF CLASSIFICATION	11
2.11	MOVE UP GUIDE / CALL IN PAY / CODE "5000"	11
2.12	PAYDAY	11
2.13	FOOD ALLOWANCE	12
(LEAVE OF ABSENCE)		
2.14	VACATION LEAVE	12
2.15	PERSONAL LEAVE DAYS	13
2.16	SICK LEAVE	13
2.17	FUNERAL LEAVE	14
2.18	EMERGENCY LEAVE	14
2.19	JURY DUTY LEAVE	15
2.20	COURT LEAVE	15
2.21	UNION BUSINESS LEAVE	15
2.22	MATERNITY/PATERNITY LEAVE	15
2.23	COMPENSATORY TIME	16

TABLE OF CONTENTS
CONT.

ARTICLE

NUMBER	NAME	PAGE
<u>BENEFITS</u>		
(HEALTH & SAFETY)		
3.01	MEDICAL EXAMINATIONS	16
3.02	SUBSTANCE ABUSE	16
3.03	RECREATIONAL FACILITIES	17
3.04	HEALTH BENEFITS	17
3.05	LIFE INSURANCE	17
3.06	EMPLOYEE ASSISTANCE PROGRAM	18
3.07	DISABILITY INSURANCE	18
(RETIREMENT / SAVINGS PLAN)		
3.08	PENSION	18
3.09	DEFERRED COMPENSATION PLAN / 457 PLAN	18
3.10	HEALTHCARE REIMBURREMENT ACCOUNT / VEBA	18
<u>WORKING CONDITIONS / MISCELLANEOUS</u>		
4.01	GRIEVANCE PROCEDURE	19
4.02	RULES AND REGULATIONS	19
4.03	TRAINING	20
4.03.01	PARAMEDIC TRAINING MANNING	20
4.04	PERSONAL ACTIVITIES	21
4.05	SUPPLIES	21
4.06	SHIFT EXCHANGE	21
4.07	PERSONNEL REDUCTION	22
4.08	REVIEW OF EMPLOYEE FILE	22
4.09	PROMOTIONS	22
<u>SUMMARY</u>		
5.01	PREVAILING RIGHTS	22
5.01.01	DISCIPLINE AND DISCHARGE	23
5.02	SUCCESSORS	23
5.03	SAVINGS CLAUSE	23
5.04	DURATION OF AGREEMENT	23
5.05	MANAGEMENT RIGHTS	23
Appendix A	LONGEVITY PAY SCALE'S 2001	
Appendix B	PROBATIONARY PAY SCALE'S 2009	
Appendix C	RULES AND REGULATIONS	
Appendix D	ECONOMIC CONDITIONS	
Appendix E	48/96 TRIAL PERIOD AND CONDITIONS	

Article 1.01

RECOGNITION

The Union is the exclusive bargaining agent for all employees of the Fire District holding the rank of Fire Fighter, Engineer, Paramedic, Lieutenant, or Captain or Battalion Chief, and including all full-time (40 hour work week) support personnel (i.e., Administrative Assistant, Secretaries, Fire Marshall, Medical Officer, Fire Inspectors, etc.). Effective January 1, 2011 future full-time (40 hour work week) support personnel (i.e., Administrative Assistant, Secretaries, Fire Marshall, Medical Officer, Fire Inspectors, Deputy Chief, Assistant Chief, Chief, etc.) will not be in the bargaining unit.

Article 1.02

DISCRIMINATION

The Employer agrees not to discriminate against any employee for his or her activity on behalf of, or membership in the Union. The Employer and the Union agree that there will be no discrimination against any employee because of race, color, age, religion, gender or sexual orientation.

Article 1.03

PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct, in equal deductions consistent with and meeting the agreed upon monthly union dues as specifically authorized in writing by the employee and certified by the Secretary/Treasurer of the Local Union. This deducted amount will be withdrawn equally from each of the first two payroll checks issued in each calendar month, and applied to the total dues and assessments for the calendar month. The Employer agrees to submit the total monthly union dues by mail to the Secretary/Treasurer of the Union.

Article 1.04

AGENCY SHOP

Any present or future employee of the bargaining unit who is not a union member or does not apply for membership must pay a monthly service charge to the Union, equal to one (1) month's dues, as a contribution toward the administration of this agreement. The Employer agrees to deduct this monthly service charge from the pay of such employee as needed.

Article 1.05

UNION REPRESENTATION

If deemed advisable by the local 2665 president, the employees will have the right at all times to have Union representation, and/or legal counsel, at any meeting or hearing regarding his employment.

The bargaining unit shop steward or his designee may offer a "Shop Steward's Report" during Robertson F.P.D. board meetings. The Shop Steward and/or Union Vice President may also attend all closed board meetings pertaining to personnel disciplinary and reduction in force issues.

Article 1.06

SHOP MEETING'S

All equipment will be allowed to move into one engine house, preferably House 1, to conduct Union shop meetings. The shop will have use of the administration building if available.

Article 1.07

BULLETIN BOARDS

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in each station to be used by the Union. The Union will limit its posted notices and bulletins to such bulletin boards, removable only by the shop steward or shift representatives.

Article 1.08

COMMITTEES

The Union and the Employer agree to develop and maintain committees that will be comprised equally of representatives selected by the Fire Chief and the Shop Steward. These committee members will be elected democratically by popular majority vote among the shop members. The purpose of these committees will be to define the short and long term goals of the fire district, to include, but not be limited to, addressing labor/management issues, health and safety issues, equipment and manpower needs, policy development, rules and regulation development, operational guideline development, emergency medical services, public relations, budget, and employee benefit issues.

Article 2.01

PROBATION

All new employees will serve a probationary period with the fire district of twelve (12) calendar months. Their salaries will be as described in Article 2.03 and Appendix "B."

Union representation begins on the first day the probationary employee reports for duty.

WHEN BENEFITS BEGIN

The following items begin to accumulate for a new employee after he/she has worked for the district for 6 months:

Holiday Pay

Education Benefits

Uniform Allowance

Food Allowance

The following items are earned retroactive to the employee's starting date but may not be used by the employee until after he/she has been employed with the district for 6 months:

Vacation (Must also be taken within the calendar year of your anniversary)

Personal Leave Day (Must also be taken within the calendar year of your anniversary) except as noted in Article 2.15

Sick Leave

The following items are available to new employees on the 1st day they come to work:

Funeral Leave

Emergency Leave

Maternity/Paternity Leave

Employee and Family Health and Dental Insurance

Life Insurance

Article 2.02

HOURS

During the period covered by this agreement, the work week will consist of 53 hours.*

* (212 hours per 28 day cycle X 13 cycles per year = 2756 hours per year)
2756 hours per year / 52 weeks per year = 53 hours per week

One (1) shift day = twenty-four (24) hours

One cycle = twenty-eight (28) calendar days

Thirteen (13) cycles per year.

Battalion employees have completed the one year trial period as outlined in Appendix E, and have altered their working hours to forty-eight (48) hours on duty and ninety-six (96) hours off duty. (Refer to Appendix E.)

Each shift works:

Nine (9) days per cycle.

One hundred seventeen (117) days per year.

Two hundred sixteen hours (216) hours per cycle (212 regular + 4 overtime).

Two thousand eight hundred eight (2808) hours per year (2756 regular + 52 overtime).

Battalion employees will have the option of working their "extra-day / Kelly day".

Each shift works:

Nine (9) cycles of nine (9) shift days (212 regular + 4 overtime) = 81 days

Four (4) cycles of ten (10) shift days (212 regular + 28 overtime) = 40 days

121 days worked per year

Two thousand nine hundred four (2904) hours per year (2756 regular + 148 overtime)

Refer to Appendix E for maximum seventy-two (72) hour worked consecutively.

Article 2.03

SALARY

The Robertson shop recognizes that different ranks, qualifications, and house/equipment assignments may carry different levels of responsibility, sometimes above and beyond that of a basic fire fighter.

The following pay schedule encourages employees to attain advanced qualifications/specialties through formal education, self study, and in-house training. This pay schedule defines a clear career ladder through the ranks covered under this M.O.U., and ultimately rewards those with a pay differential that is reflected in the new hourly rates.

The combined salary/longevity pay grade schedule will be attached to this agreement and referred to as Appendix "A." The probationary pay grade schedule will also be attached to this agreement and referred to as Appendix "B." All new employees will be compensated at level PPG-1 (Probationary Pay Grade), progressing one probationary pay grade per year, until reaching the base rate at the employee's third anniversary/start date. The probationary pay grade schedule will apply to employees hired after September 21, 1998.

During the period covered by this agreement, the probationary starting hourly rates, as reflected by pay grade PPG-1 will be as follows:

September 21, 1998

Fire Fighter/EMT \$12.10 per hour

Fire Fighter/Paramedics \$15.75 per hour

During the period covered by this agreement, the base hourly rates for shift personnel, as reflected by pay grade PG-1 will be as follows:

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Firefighter	\$25.28/hr.	\$26.28/hr.	\$26.28/hr.	\$26.28/hr.
Engineer	\$26.28/hr.	\$27.28/hr.	\$27.28/hr.	\$27.28/hr.
Paramedic	\$26.28/hr.	\$27.28/hr.	\$27.28/hr.	\$27.28/hr.
Lieutenant	\$27.03/hr.	\$28.03/hr.	\$28.03/hr.	\$28.03/hr.
Captain	\$27.66/hr.	\$28.66/hr.	\$28.66/hr.	\$28.66/hr.
Battalion Chief	\$28.66/hr.	\$29.66/hr.	\$29.66/hr.	\$29.66/hr.
Fire Marshall		\$43.39/hr.	\$43.39/hr.	\$43.39/hr.
Administrative Assistant		\$28.58/hr.	\$28.58/hr.	\$28.58/hr.

*** Fire Marshall and Administrative Assistant hourly salary reflect a 40 hour work week.**

Article 2.03.01

Allocation Adjustment Index

Employees of the Robertson Fire Protection District may be granted a salary adjustment of a minimum of \$1,500.00 which is given the first payday in December. This adjustment shall reflect economic conditions in maintaining parity with the top (5) Fire Protection Districts within St. Louis County Missouri. This article shall be retroactive as of January 1, 2008.

Article 2.04
LONGEVITY PAY

Employees hired prior to September 21, 1998

After three (3) years of service, a longevity rate of 1% is earned. An additional 1/2% is earned for each year thereafter. Refer to appendix "A."

Employees hired on or after September 21, 1998

After six (6) years of service, a longevity rate of 2.5% is earned. An additional 1/2% is earned for each year thereafter. Refer to appendix "B."

Article 2.05
OVERTIME

Any Hours worked by Battalion employees in excess of two hundred twelve (212) hours in a twenty-eight (28) day cycle will be paid at their time and a half base hourly rate plus longevity.

The time spent by an employee on an authorized vacation day(s), Compensatory time or personal leave day(s) during such 28 day cycle will be regarded as actual hours worked for the purposes of this Article.

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

1. Absence due to tardiness
2. Absence due to not reporting for duty
3. Absence due to discipline/suspension
4. Absence due to sick leave
5. Absence due to worker's compensation

If a need for overtime occurs in the Fire District, such overtime will be voluntary, except as provided herein. When the need for overtime occurs, the Battalion Chief/Act BC on duty will determine whether it will be performed by a captain, engineer, paramedic, or fire fighter. The overtime assignment will be offered to the most senior qualified employee with the least amount of overtime hours worked in the current calendar year. Declining overtime will not be held against the employee. The employee will remain in their current place on the list. When an employee accepts they will be placed on the list according to the amount hours taken in a calendar year. The overtime list resets, based on seniority at the beginning of each calendar year.

If the employee eligible for overtime is at the fire station, he or she will be verbally invited to accept the overtime. If the eligible employee is not at the fire station, the Battalion Chief/Act BC will telephone the employee using the current "overtime phone list" located at house one. If the

eligible employee is not "home," does not answer "mobile phone," or does not return a "pager" call, the employee will be considered unavailable to accept the overtime assignment, the Battalion Chief/Act BC will then assign the overtime work to the next senior qualified employee.

In the event no employee accepts the overtime work needed by the district, the Battalion Chief/Act BC will assign the overtime to qualified employees in the reverse order of seniority. Overtime work assigned on this basis is mandatory. An employee may not decline or refuse to work the mandatory overtime. The employer agrees to compensate the overtime employee, who is required to work mandatory overtime on a district recognized holiday, at two (2) times his normal rate of pay for each hour worked.

Unscheduled overtime worked by employees on weekend days (Saturday and/or Sunday), or district recognized holidays, will be compensated at a rate of two (2) times their normal rate of pay for each hour worked.

Article 2.06 **HOLIDAY PAY**

Effective January 1, 2001: Employees will be entitled to compensation in the amount of \$200.00 per day for the following twelve (12) holidays: New Years Day, Christmas Eve, Christmas Day, M.L. King Birthday, Memorial Day, Independence Day, Labor Day, Easter Sunday, Thanksgiving Day, Veteran's Day, Columbus Day and Washington's Birthday. This will be paid annually, no later than the first payday in December.

Article 2.07 **EDUCATION BENEFIT**

An employee will be paid \$1.00 dollar monthly for each hour of college credit completed. This benefit shall be given to employees pursuing an Associates/Bachelors/Masters degree in Fire Related, EMS Related, and or Business Management / Business Administration degree programs offered at any accredited college/ university. Maximum benefit: 150 combined credit hours / \$ 150.00 per month.

Article 2.07.01 **EDUCATION REIMBURSEMENT**

Employees shall be reimbursed for educational or tuition costs, textbooks and other necessities required for schooling, upon successful completion of the class with a grade of "C" or better. To receive reimbursement, the employee shall submit a copy of their grades, tuition and book receipts, and other course required expenses to the employer. Any employee wishing to utilize educational reimbursement shall submit a request containing approximate hours and cost prior to enrollment. The request shall be submitted to the Board of Directors. The Board of Directors along with the Fire Chief shall determine if a class is qualified to receive reimbursement. This reimbursement shall be given to employees pursuing Associates / Bachelors /Masters Degree in Fire Related, EMS Related, and or Business Management / Business Administration degree programs. All material purchased by the District will remain property of the District upon completion of the class by the employee. Reimbursement of class materials shall be submitted in the same manner and time frame as reimbursement of tuition.

Article 2.08

SICK LEAVE INCENTIVE

The time period for this article shall start December 1 through November 30 of the calendar year.

The district will pay to the employee on the first pay day in December, the amount of:

\$2,000.00 for 0 sick leave incidents taken

\$1,000.00 for 1 sick leave incidents taken

Article 2.09

UNIFORM ALLOWANCE

All employees will receive One Hundred (100) dollars per month to purchase and maintain district uniforms.

Article 2.09.01

PROTECTIVE CLOTHING AND EQUIPMENT

The District shall furnish NFPA approved bunker pants, bunker coat, boots, gloves, helmet, hood, suspenders and respiratory apparatus without any cost to the employee. Items of uniform equipment damaged in the course of emergency operations will be replaced at the District expense. If the employee is careless, or thoughtless in the care of their uniform gear it is then the employee responsibility to maintain or replace the uniform gear. All uniform gear or equipment shall be made in the U.S.A. whenever possible.

Article 2.10

WORKING OUT OF CLASSIFICATION

An employee who accepts responsibilities and carries out the duties of a position or rank above that which he normally holds, will be paid at the rate for that position or rank, including longevity, for a minimum of (4) hours, while so acting. If an employee of a higher position or rank works at a lower position or rank, he will receive his regular higher rate of pay.

Article 2.11

MOVE UP GUIDE / CALL IN PAY / CODE "5000"

The Employer agrees to compensate personnel who respond to the District while off duty to act in the capacity of a move up guide. This employee will be compensated at his normal rate of pay, OT rate if applicable, for a minimum of four (4) hours. The Employer also agrees to pay any employee a minimum of (4) four hours for reporting for duty when he is ordered to report for duty, but is later released due to sufficient manpower.

Article 2.12

PAYDAY

Employees will be paid, at the latest, every other Wednesday for work performed during the previous two weeks.

Article 2.13

FOOD ALLOWANCE

In so far as the Employer requires each member to contribute and to congregate meals in the fire house at a charge equal to the value of meals, irrespective of whether the employee chooses to eat the meals. The Employer will grant each employee a food cost reimbursement allowance, of not less than \$250.00, payable annually, no later than the first payday in December.

Article 2.14

VACATION LEAVE

During the period covered by this agreement, vacation entitlement and vacation for all Union battalion/support employees of the Robertson Fire Protection District will be:

	<u>Battalion</u>	or	<u>Support staff</u>
One (1) year.....	4 shift days	or	7 calendar days
Two (2) years.....	6 shift days	or	12 calendar days
Three (3) to seven (7) years.....	9 shift days	or	17 calendar days
Seven (7) to Nine (9) years	10 shift days	or	19 calendar days
Ten (10) to Fourteen (14) years.....	11 shift days	or	22 calendar days
Fifteen (15) to nineteen (19) years.....	14 shift days	or	27 calendar days
Twenty (20) to twenty-four (24) years.....	15 shift days	or	29 calendar days
Twenty-five (25) to twenty-nine (29) years.....	16 shift days	or	31 calendar days
Thirty (30) to thirty-four (34) years.....	17 shift days	or	33 calendar days
Thirty-five (35) to thirty-nine (39) years.....	18 shift days	or	35 calendar days
Forty (40) to forty-four (44) years	19 shift days	or	37 calendar days
Forty-five (45) to forty-nine (49) years.....	20 shift days	or	39 calendar days
Fifty (50) +	21 shift days	or	41 calendar days

Shift personal are allowed to take ½ (12 hours) vacation days from 0800-2000 or 2000-0800.

Support staff is allowed to take ½ (4 hours) vacation days and hourly time off when they have comp time accumulated.

Scheduled vacation of any employee will not constitute disqualification from overtime pay.

If pay day(s) falls on an employee's vacation, he or she will be entitled to receive, at the beginning of his or her vacation, compensation due on the regular pay day(s).

A vacation day may be posted sixty (60) days prior to the requested day and approved by the officer in charge of that shift, only when sufficient manpower exist. After a vacation day had been approved, the district cannot change it.

Article 2.15

PERSONAL LEAVE DAYS

Each employee will receive three (3) personal leave days (PLD)'s per year. Employees may utilize the leave in hourly increments with a minimum of four (4) hours per leave. A PLD may be posted up to sixty (60) days prior to the requested day and approved by an officer in charge of that shift only when sufficient manpower exists. After a PLD has been approved, the district cannot cancel it.

One PLD will be guaranteed regardless of manpower. A guaranteed PLD cannot be used on a district recognized holiday unless sufficient manpower exists.

For the purposes of F.L.S.A overtime calculations, hours taken as personal leave will be counted as hours worked. Thus, no loss of overtime will occur when an employee works overtime in the same pay cycle that a PLD is taken. PLD's will not accumulate from year to year, and are not redeemable for pay if unused. However a guaranteed PLD may be carried over until no later than March 31st of the following year. If still unused at that time the employee will forfeit this day. When an employee carries a guaranteed PLD day over to the next year the carried over PLD is no longer a guaranteed PLD.

Article 2.16

SICK LEAVE

Battalion employees will receive twelve (12) sick days per year. Maximum accumulation of sixty-eight (68) days. Two may be taken annually without a physicians excuse. Support Staff will receive twenty-four (24) sick days per year. Maximum accumulation of one hundred-forty (140) days. Four may be taken annually without a physicians excuse. After the occurrence of two (2) completely separate sick leave incidents (See below paragraph for incident definition), four (4) incidents for support personnel, employees shall not be granted a monthly sick day for accrual purposes for any incident thereafter where sick days are taken. For all sick leave taken after the second sick leave incident, four (4) incidents for support personnel, the employee shall lose the monthly sick day accruals in an amount equal to the amount of sick leave used. All incidents shall be documented from January 1 through December 31 on an annual basis.

An incident shall be defined as any number of consecutive sick days taken.

Whatever current sick days battalion personnel went over to support staff with will be doubled.

*In the transitional period the Fire Marshall and the Medical Officer will be given 140 sick days and the Admin. Asst. will be prorated to amount of time worked from beginning day of employment to present.

Article 2.17

FUNERAL LEAVE

Employees will be provided with three (3) shift days off with pay for the purpose of funeral leave involving the death of an immediate family member listed below:

Spouse, X-spouse, mother, father, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, spouse's grandparents, stepparent, stepchild, and grandchild.

Support staff: 5 working days for immediate family

Employees will be provided with two (2) shift days off with pay for the purpose of funeral leave involving the death of family members/relatives listed below:

Uncle, aunt, nephew, niece, brother-in-law, sister-in-law.

Support staff: 3 working days for members listed above.

The employee must notify a Battalion Chief/Act BC prior to death days being granted.

Special Funeral Leave requests will be reviewed by Chief for possible approval.

In order to be paid the employee must provide upon returning to work stationary with the funeral homes name in the letterhead and the date attended and your relationship to the deceased.

Exempt from this documentation is employee's spouse, son, daughter, and stepchildren.

Article 2.18

EMERGENCY LEAVE

When an emergency situation arises that requires an employee to leave, emergency leave with pay may be taken, up to six (6) hours, with notification of the Battalion Chief/Act BC. The employee may be allowed to leave his station without waiting for a relief person. This time will not be charged to his sick leave. The employee must phone the shift officer within the first four (4) hours of his emergency leave, to inform the officer of his emergency status and his ability to return or not return to work, or if said employee has obtained a stand in. If it becomes necessary for the employee to remain off duty past the provision for the first six (6) hours, the additional absence from duty will be considered "leave without pay." The Chief will review all circumstances of the present emergency leave and the record of the employee's emergency

leave. If the employee has not shown excessive or frequent use of this emergency leave, the amount of hours in excess of the first six (6) hours will be deducted from any personal leave days, accumulated vacation leave, or sick days that the employee has remaining for the current year. If the employee does not have any remaining personal leave days, accumulated vacation leave, or sick days, the current hourly rate as applied to the most current working agreement will be deducted for the appropriate time the employee was absent from duty for beyond the first six (6) hours of this provision.

Article 2.19

JURY DUTY LEAVE

The Employer agrees that all employees called for jury duty will receive their regular daily rate of pay for each day they are absent for this duty. Employees must remit a copy of any monies paid by the court system. The district will make up the difference. The employee will notify the Chief's office within forty-eight (48) hours of receiving notification of jury duty. Employees will return to work after being released by the court, with documentation of the date and times held for jury duty.

Article 2.20

COURT LEAVE

When an employee is required to appear before a court, judge, justice, magistrate, deposition hearing, or coroner to give witness to the facts as they pertain to his or her direct actions or observations while functioning as an employee of the Robertson Fire Protection District, he or she will be duly compensated, hour for hour, at his or her normal hourly rate of pay, reduced by the amount paid to the employee as per diem for giving testimony.

This article will not apply when the employee testifies in his or her own behalf in actions against the district.

Article 2.21

UNION BUSINESS LEAVE

Employees elected to union offices will be granted time off to perform their union functions. Furthermore, the Employer agrees to furnish elected union officers, shop steward and crew representatives with up to forty-eight (48) hour's leave with overtime fill-in to attend departmental meetings, and official union functions.

Article 2.22

MATERNITY/PATERNITY LEAVE

Employees will be provided with three (3) shift days off with pay for the purpose of maternity/paternity leave, involving the birth of a child by the employee, spouse, or significant other. In order for an employee to qualify for Maternity/Paternity Leave, the employee must be named as the Father or Mother on the child's birth certificate.

Pregnant employees of the District may be assigned to Maternity duty when the employee and the employee's physician give notification along with written explanation as to why the Maternity

duty is required. Employees assigned to Maternity duty will not suffer any lost of pay or benefits other than the payment in the tenth day cycle that would normally be worked on the employee's regular shift. The employee will not be charged sick leave hours for hours missed due to the adjusted schedule for Maternity duty. When the employee is no longer able to participate in the Maternity duty per physician order the employee will be allowed to use sick, vacation, and / or comp time for the remainder of the Maternity duty. Post birth the employee will receive three (3) days paid off. The Maternity period shall cease six (6) weeks post normal delivery and eight (8) weeks post cesarean delivery. During this period the employee may use sick, vacation, and/ or comp time. The Maternity duty shall count as one sick leave incident. Employees on Maternity duty shall report to work 0830 hrs-1630 hrs.

The following may be a list for maternity duty:

Answer phones

Filing

Inventory supplies and equipment

Any other items, the chief deems necessary

Reference: RFPD Handbook – Maternity Leave

Article 2.23

COMPENSATORY TIME

Employees will have the option of accruing compensatory time at the rate of one and one-half times, or double time (weekends and holidays), the amount of actual hours worked. This accrued time can be in lieu of monetary compensation for any scheduled or unscheduled overtime worked in an employee's 28 day cycle. Once accepted as compensatory time it remains as such. Employees may utilize compensatory time in hourly increments with a minimum of four (4) hours per leave. Compensatory time may be posted up to sixty (60) days prior to the requested day and approved by a Battalion Chief/Act BC of that shift only when sufficient manpower exists. After compensatory time has been approved the district cannot cancel it.

Compensation for overtime may be divided between monetary and compensatory reimbursement for the period of unscheduled/ extra day overtime worked.

Article 3.01

MEDICAL EXAMINATIONS

The Employer agrees to jointly develop and adopt a program of systematic medical testing for potential work-related illnesses or disabilities that may arise because of the nature of the work process and the exposure of the employees to dangerous substances. The program will be carried out without cost to the employee. All medical records will be kept confidential from the Employer, except upon written consent of the employee.

Article 3.02

SUBSTANCE ABUSE

The employer agrees to provide assistance toward rehabilitation for any employee who seeks the districts help in overcoming addiction to, dependence upon, or problems with alcohol or drugs.

Article 3.03

RECREATIONAL FACILITIES

The Employer agrees to purchase recreational and fitness equipment for all engine houses. The Employer also agrees to repair or replace equipment as needed, due to normal wear or breakage. This will include all department owned furnishings in all engine houses.

Article 3.04

HEALTH BENEFITS

The employer agrees to provide major medical/dental/vision insurance to all active duty employees, their spouses and eligible dependents. The District will pay 100% of the coverage's premiums.

Upon retiring from the Robertson Fire Protection District, members who meet the age and/ or service requirements for successful retirement will retain all health and dental insurance benefits afforded to the employee. The district will provide these benefits until the retired employee reaches the age he or she is eligible for Medicare benefits. Spousal coverage shall cease 30 days after the spouse is eligible for Medicare benefit. When the spouse eligibility occurs prior to the employee's eligibility for Medicare the spouse shall be entitled to extend coverage under Federal COBRA laws when a qualifying event occurs.

An active duty employee who becomes disabled shall be eligible for health/dental insurance along with their spouse and eligible dependents until the employee receives Medicare Insurance coverage or is no longer considered disabled under the Districts Disability Insurance coverage. A disability for permanent insurance coverage purposed is defined as, being certified as a disability within the meaning of the Social Security Act by the Social Security Administration; have continued for a period for (6) consecutive months, and must according to a qualified physician be permanent and continues during the remainder of such participant's eligibility for insurance coverage.

All disabled employees receiving coverage under the disability insurance provisions of this agreement shall be required to submit medical verification annually as to their disability status. In the event of a change in the disability status of a covered employee and the disability is no longer verified and the employee has not applied for and received Medicare eligibility, the insurance benefits shall cease.

In the case of the death of an active or retired covered employee, the spouse and dependents of an active employee or the qualified spouse of a retired employee will remain covered for a period of 90 days and then shall be covered under COBRA law.

The employee insurance benefit "package" will be jointly reviewed annually by the pension/insurance committee.

Article 3.05

LIFE INSURANCE

The Employer agrees to maintain life insurance of twice the employees' base annual salary not to exceed \$250,000 dollars. The life insurance will be provided for each active employee. The Employer agrees to pay one hundred percent (100%) of the premium cost of life insurance for active employees. Life and accidental death & dismemberment reduces as follows: (1) 35% at age 65, 70, 75, (2) to 25% of original benefit at age 80, 85, 90, and 95 and (3) terminates at retirement.

Article 3.06

EMPLOYEE ASSISTANCE PROGRAM

The Employer agrees to provide an Employee Assistance Program for all employees to utilize in a confidential manner. The E.A.P. will provide at a minimum, services designed to assist employees in the areas of drug, alcohol, and gambling addiction, psychological and emotional problems.

Article 3.07

DISABILITY INSURANCE

The employer agrees to adopt and maintain a long term disability insurance policy. This policy will provide protection to any employee in case of permanent disability or illness.

Article 3.08

PENSION

The Employer agrees to maintain a defined contribution and or a defined benefit or a combination of the above pension plans for all employees following the appropriate Revised Statutes of the State of Missouri. The plan participants will have the right to elect two (2) of its members to the pension committee that will meet with the Board of Directors annually to review said pension plan.

In case of decreasing pension revenues, as measured by individual employee account distributions, the employer agrees to seek additional tax funding at the next available election.

Article 3.09

DEFERRED COMPENSATION / 457 PLAN

The Employer agrees to administer a deferred compensation (457 Plan) for any employee who so elects to participate. The Employer will deduct any amounts certified by the employee, from his or her biweekly payroll checks. The Union pension committee will meet with the Board of Directors annually to review the said plan. All action's and/or changes to the plan will be agreed to by the union pension committee. The union pension committee will obtain a majority vote of the shop on all changes to the current plan.

Article 3.10

HEALTHCARE REIMBURSEMENT ACCOUNT / VEBA

The employer agrees to set up a Voluntary Employee's Beneficiary Association VEBA account for all employees at the starting rate of \$300.00 per employee. The Board of Directors and the Union agree to meet and agree on future funding of this plan. An employee shall be reimbursed the cash value of unused sick time in their VEBA account upon normal retirement. Normal retirement shall be defined as in the Robertson Fire Protection Pension plan document. The total number of sick days shall not exceed the agreed amount as defined in Article 2.16.

Article 4.01

GRIEVANCE PROCEDURE

A grievance is a difference of opinion between an employee or the Union and the Employer regarding the interpretations of the contents of this agreement, departmental rules and regulations, and general personnel policies, including reduction of rank. All grievances must be settled in the following manner:

Step 1: The employee concerned may, within (7) days of the occurrence, with the option of the shop steward or union representative presence, submit a grievance to the office of the Fire Chief, who shall render a written decision within seven (7) calendar days after the receipt of the grievance. If the Fire Chief is unavailable, the grievance shall be handled by the Acting Chief.

Step 2: If the grievance is not settled at Step 1, the grievance shall be submitted to the Board of Directors within seven (7) calendar days, who shall hold a hearing and render a decision at the next regularly scheduled board meeting. The Board of Directors agrees to forward a written copy of their decision to the shop steward within seven (7) calendar days.

Step 3: If the grievance is not settled at Step 2, the grievance may be submitted to arbitration if the following considerations are met by the Union. The Union has fourteen calendar days to request the arbitration. The arbitration request shall include the signatures of the majority (51%) of the Robertson bargaining unit, and signed by the Local President or his representative.

The Union shall request a list of five (5) independent arbitrators from the Federal Mediation and Conciliation Service. The parties shall, within seven (7) calendar days after receiving the list of arbitrators, select a single arbitrator. The party requesting arbitration has the option of who initiates the elimination process. The selected arbitrator will hear the grievance and render a decision within fourteen (14) days. The cost of the arbitrator will be born equally by both the District and the Union.

The arbitrator's decision will be binding for all termination cases. In all other issues, the decision of the arbitrator will be advisory in nature.

Step 4: If the arbitrator renders an advisory decision, contrary to the decision of the Board of Directors in Step 2, the Union and the District Board of Directors will meet at the next regularly scheduled board meeting to discuss the advisory arbitration decision.

Article 4.02

RULES AND REGULATIONS

The Rules and Regulations of the Robertson Fire District concerning the conduct of employees shall become part of the resolution and denoted as Appendix "C".

The Rules and Regulations of the fire district shall be reviewed annually by the planning committee. Upon the creation or amending of a rule or regulation, the Employer agrees to meet with the planning committee prior to the implementation and adoption by the Board of Directors.

Article 4.03

TRAINING

Training to be held not more than three (3) hours a day, Tuesday through Friday, between the hours of 0800 and 1200. Mondays shall be utilized for vehicle and equipment maintenance. Special training programs may cause a need to deviate from the afore mentioned times. In that event, the Chief Training Officer shall contact the shop steward to address the conflict. Agreement must be reached for training outside standard training hours. Any working fire lasting 2 hours or more will be considered training for the day.

No outside training shall take place if the National Weather Service (441-8467) reports an official:

1. Temperature / heat index of ninety (90) or greater,
2. Temperature / wind chill of forty-five (45) or below.

Outside training will also be canceled due to adverse weather conditions, such as rain or snow. The Employer and Union equally recognize that it is in the best interest of the organization and the population served to encourage employees to further their education and training. However, the Employer shall provide, within the budgetary constraints of the fire district per uniformed employee covered under this agreement per calendar year an adequate opportunity for an Employee to receive the necessary training to prepare the Employee(s) for duties or responsibilities for which he/she may be required to perform or is summoned. Each said employee shall be granted two thousand five hundred dollars (\$2,500.00) annually for Fire Academy training, Seminars, Federal mandated classes and other related course items that have reference to the Fire and EMS field. This article shall also be in conjunction to article 2.07.01 educational reimbursement. The Board of Directors and the Chief of the department understands that special circumstances and situations may occur and grant additional funding to employees.

ARTICLE 4.03.01

PARAMEDIC TRAINING MANNING

If the employee attends an approved PACS, PALS OR PHTLS class while on duty and minimum manning of nine (9) is met the employee will not need to get a trade time. If minimum manning cannot be met then it will be that Employees responsibility to supply his/her own trade time for said hours. ACLS is a required class for Missouri paramedics; the district will allow employees to attend this class on duty regardless to district manning. If two or more Firefighters wishes are to attend classes on the same day and manning is met, then seniority will prevail on

a rotational basis. If the same class is offered multiple nights then it will be the employee's responsibility to provide a trade time for said hours if he/she wishes to attend that day.

Article 4.04

PERSONAL ACTIVITIES

Employees shall be allowed to pursue their own interests after 1400 hours during scheduled work days or earlier if the work day is determined to be completed by the house Captain or Battalion Chief. When the battalion is scheduled to work on Saturday, Sunday or any public holiday, the employees shall be permitted to pursue their own interests after the required emergency check out of all equipment, and daily house cleaning duties have been completed. Any assignment, such as public relations/community service programs, outside the normal working hours, shall be posted at each affected station prior to the assignment, as soon as possible.

Article 4.05

SUPPLIES

The Employer agrees to let employees obtain supplies and/or food while on duty. All units and personnel must remain in full radio service at all times.

Article 4.06

SHIFT EXCHANGE

Employees shall have the right to unlimited exchanges of duty for up to twenty-four (24) hours of a shift with another employee is paid back within a total of three 28-day work cycles including the cycle in which the original exchange was made. Exchanges not paid back by the end of the third 28-day cycle shall be charged to a stand in account set up for each employee.

Employees shall have the right to have other employees stand in for them up to a total limit of two hundred eight-eight hours (288) in a calendar year from January 1 to December 31. If a total of two hundred eighty-eight (288) hours of stand in time is accumulated in a given year without being paid back, the employee will no longer be allowed to use the stand in policy for the remainder of the year. In the event that an employee has encountered some unforeseen circumstance or is approaching the two hundred eight-eight (288) hours, the employee may consult with the chief for additional approval.

Employees may be allowed to utilize their own leave time while working for another employee on a stand in or exchange of duty without causing overtime. The employee that agree to the exchange of duty or a stand in with another employee with a properly completed and signed shift exchange form, will assume full responsibility for any hours of that shift exchange not worked. An employee who fails to report for an agreed upon shift exchange shall be charged any time not worked out of their accrued time (i.e. vacation, PLD, comp time). If that employee does not have the time available he or she may be granted permission by the chief to charge against future installments. If an employee who call in sick prior to the agreed upon shift exchange shall be charged the equivalent incurred cost to the District out of their sick leave bank of hours (i.e. over time replacement of 24 hours equates to 36 hours of sick leave). If no overtime is incurred the employee will be charged sick leave at the regular rate. If the employee

has no sick leave or any other time to be charged against he or she may be docked pay for those hours not worked. An exchange of duty may be cancelled if the employee responsible for that trade is not able to fulfill the shift because of (approved FMLA, workers compensation, Funeral leave, sick leave, jury duty leave, court leave, maternity/paternity leave, or union business leave).

Probationary employees shall not be granted stand in's but may use the exchange of duty as long as it does not interfere with the training or weekday schedules. It is against district policy for an employee to subcontract their scheduled shifts to another employee. All exchanges must not interfere with the operation/cost of the district.

Article 4.07

PERSONNEL REDUCTION

In 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 will be hired until all laid-off employees have been given the opportunity to return to work.

Article 4.08

REVIEW OF EMPLOYEE FILE

An employee has the right at any time to request a review of his/hers official employment file/record. This request must be made to the chief, who will set an appointment that is mutually agreeable. The chief or his/her designee will be present during the review.

Article 4.09

PROMOTIONS

The current promotional procedures on file will be kept in the Fire Chiefs office and will be adhered to fill vacancies in rank for all bargaining unit employees.

Article 5.01

PREVAILING RIGHTS

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

Article 5.01.01

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. The only exception to this provision shall be to a probationary employee who has not successfully completed his or her probationary period and has not been appointed as a permanent employee. The Employer shall notify the employee and the Union of the charges and evidence against the employee, and shall make this information available prior to any due process hearing.

Article 5.02

SUCCESSORS

This contract shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Article 5.03

SAVINGS CLAUSE

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

Article 5.04

DURATION OF THE AGREEMENT

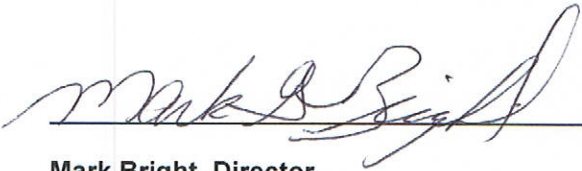
This agreement shall be effective as of January 1, 2012 to December 31, 2012 for monetary issues and January 1, 2012 to December 31, 2012 for all verbiage issues. This agreement shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least sixty (60) days prior to the anniversary date that it desires to modify this agreement.

Article 5.05

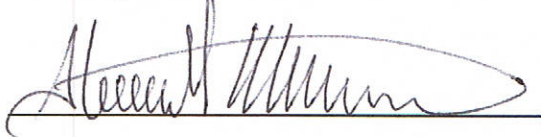
MANAGEMENTS RIGHTS

Except as limited by the other article of this agreement, or supplemental agreements, the District shall have exclusive right to manage the business and direct the employees. These rights include, but not limited to, the right to plan; direct and control operations; to determine the operations or services to be performed by the employees of the District; to schedule the working hours; to adopt Rules of Conduct; to hire, promote, transfer, suspend, discipline or discharge for "just cause".

For The Robertson Fire Protection District:



Mark Bright, Director



Steve Neuner, Director



Joan Noel, Director




Chief of the Department
David Tilley

For I.A.F.F. Local 2665
Robertson Bargaining Unit:



Steve Fischer,
Shop Steward



I.A.F.F. Local 2665
Jeff Proctor, 2nd District
Vice President