

FIREFIGHTERS LABOR AGREEMENT

1 INTENT AND PURPOSE

This Memorandum of Agreement, effective on the 18th day of March, 2013 between the City of Kirksville, Missouri, hereinafter referred to as the "City" and Fire Department Employees' Local Union 2952 of the International Association of Firefighters, hereinafter referred to as the "Union" or "bargaining unit."

Whereas, it is the intention of the parties that this agreement will establish sound relations between the City and its employees which will promote harmony, genuine cooperation, and efficiency to the end that the City and its employees may mutually benefit; assure a full day's work for a day's pay; and to facilitate peaceful adjustments of differences which may arise from time to time between the City and any employees covered by this agreement.

Now Therefore, in consideration of the mutual promises and obligations assumed herein, the parties hereto agree as follows:

2 RECOGNITION

2.1 UNION RECOGNITION

The City agrees to recognize the Union as the exclusive representative of all full-time employees in the Fire Department. The City will not negotiate nor make labor agreements for any of the employees in the bargaining unit covered herein, unless it is through duly authorized representatives of the Union. Union membership is optional to all employees in the Fire Department. The job classifications of the City covered by this agreement within the Fire Department are defined below:

- Firefighter
- Firefighter II/EMT
- Fire Captain

2.2 EMPLOYEES EXEMPTED

The provisions of this agreement will not apply to the Fire Chief Assistant Fire Chief, Battalion Chief, clerical and administrative employees, Reserve Firefighters, part-time employees, temporary employees, and employees hired to fill temporary vacancies while a full-time employee is on injury or extended leave.

2.3 UNION INTERFERENCE

The City agrees that it will not sponsor or promote financially or otherwise, any group or labor organizations for the purpose of undermining the Union nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with his membership in the Union. The Union will not use any coercion or other such action that will require or force the recruitment of members into its membership not allowed by law.

2.4 UNION REPRESENTATIVE

Authorized representatives of the Union may have access to City facilities during working hours for discussion with employees for the purpose of investigating or handling grievances for a reasonable length of time, but will not hinder or interfere with the progress of work. The Union will notify the Fire Chief at least twenty-four hours prior to holding any meetings with employees at City facilities.

2.5 NEGOTIATIONS

The negotiating team for the Union for the purpose of negotiating labor agreement changes, wages and classification changes, will consist of not more than three current employees of the Kirksville Fire Department covered by this agreement who are members of the Union, and one international union representative if the Union elects to have international union representation. Additional persons may be added to the union negotiating team with the mutual consent of the City and the Union. The Union will furnish, to the City, written notification of employees/persons authorized to represent the local union.

3 MANAGEMENT RIGHTS

3.1 MANAGEMENT RIGHTS

Specific areas of responsibilities will be reserved to management, except as modified by this agreement, so that the public safety mission of the City can function effectively, to see that rules and regulations are to be administered fairly, consistently, equitably and without discrimination, and to assure that these rights will not be diminished by action of labor organizations and any related working agreements. Nothing contained in this agreement will be intended or construed as a waiver of any of the usual, inherent and fundamental rights of management.

3.2 SPECIFIC RIGHTS

The management of the City will have the following specific rights to:

3.2.1 Employee Related

Determine nature, scope and definition of the City organization including: classification; to promote, suspend, discipline or discharge; to reorganize, deploy, assign, or direct the working forces, to hire and assign or to transfer employees; determine methods, means, number of personnel to carry out the departments' mission; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons. This will include the right to assign employees to tasks and work in other departments and tasks which may not be related to fire suppression, fire protection, or fire prevention.

3.2.2 Operations Related

Determine the methods, means, tools and equipment, and personnel by which operations are to be conducted. This will include the right to assign employees to tasks and work in other departments and tasks which may not be related to fire suppression,

fire protection, or fire prevention.

3.2.3 Finance and Budget

The City Manager and Council have the sole authority to determine the purpose and mission of the City and the scope, priority and amount of budget to be allocated thereto.

3.3 STANDARD OPERATING POLICY/PROCEDURE/GUIDELINES

The City will have the right to make additional rules and regulations not in specific conflict with this agreement as it may from time to time deemed best for the purpose of maintaining order, safety, and/or efficient operation. The City agrees to the formation of a joint labor/ management committee that will meet to review departmental policies, procedures, and guidelines. The Union will insure equal representation from all shifts. Between meetings, the City agrees to meet and/or post for a minimum of seven days, a draft of new policies, procedures, and guidelines prior to implementation.

In the event the Union disputes the reasonableness of any such posted policy, procedure, or guideline the Union may within seven days request a meeting to discuss the proposed policy, procedure or guideline. If no comment is received from the Union on draft policies, procedures and guidelines within seven days, the City may conclude that the Union approves of the proposed change.

In the event of the necessity of immediate implementation, the policy, procedure, or guideline will be subject for review and/or amendment for a minimum of seven days following the implementation date. The right to implement new rules, policies, procedures and guidelines not in conflict with this agreement rests exclusively with the City.

The City agrees to pay overtime to off-duty employees serving on the labor/management committee. The Union may have up to four representatives serving on the committee. Only actual hours spent in formally called and convened meetings will be paid. Time spent in research and preparation for meetings will not be compensable.

3.4 WORKING CLASSIFICATIONS

The number of persons to be employed is at the sole discretion of the City. The fact that certain classifications and rates are established does not mean that the City must employ workers for anyone or all such classifications.

3.5 JOB DESCRIPTIONS

The City will provide job descriptions for each position covered by this agreement. The City may amend these descriptions at any time. The job description is not intended to be a comprehensive statement of all duties required by the City, nor will any part of a job description be interpreted as an employment agreement. The City will be free to make additional assignments to employees covered by this agreement as it considers appropriate in accordance with management rights.

4 EMPLOYMENT

4.1 JOB VACANCIES

Job vacancies will be posted for a period of not less than six calendar days. Employees' bidding on any posted vacancy will be notified within one month from the date such posting time limits expire as to the award or disposition of the job bid. The time limits set herein may be changed by mutual agreement.

4.2 INTRODUCTORY PERIOD

The introductory period is designed to give the City the opportunity to determine whether the employee is suitable and qualified for the work for which he or she was hired. All new employees will be considered an introductory employee and must successfully complete a twelve month introductory period before attaining regular employee status. Introductory employees will receive an employee evaluation on or near the midpoint of his introductory period.

The introductory period required above may be adjusted upward so as to properly allow for any authorized leave of absence or other approved break in service. However, should any such leave of absence or break in service be greater than ten consecutive shifts the City may require that the entire introductory period be restarted at the time the employee returns to work.

The introductory period may be extended when the Fire Chief determines that such an extension is necessary to properly evaluate an employee's performance and determine whether or not he or she can completely and satisfactorily perform the job. In such case, the employee will be notified in writing of the reasons for the extension.

During the introductory period, the introductory employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the City, and the reason for the disciplinary action, discharge, lay off, or dismissal will not be the subject of a grievance.

In the case of a lay off, bumping and recall, there will be no seniority among introductory employees. Upon the successful completion of the introductory period, however, the new employee will attain regular employee status and receive all benefits normally afforded to regular employees, including seniority.

4.3 REHIRED/TRANSFERRED EMPLOYEE

Employees who are re-instated to a position inside the bargaining unit after being out of the bargaining unit for more than twelve months will be considered a new employee and will be required to complete a twelve month introductory period. Employees transferred from another division within the City will retain all employee benefits (*insurance, retirement, leave*) afforded to other employees with comparable longevity.

4.4 TRIAL SERVICE INTRODUCTORY EMPLOYEE

Any regular employee who is promoted (*other than on a temporary basis*) becomes a trial service

introductory employee upon the date of the promotion, and remains so until he or she has successfully completed a six month trial service introductory period.

The trial service introductory period required above represents a total cumulative service time, and may be adjusted upward so as to properly allow for any authorized leave of absence or other approved break in service. However, should any such leave or break in service be greater than ten consecutive shifts, the City may require that the entire trial service introductory period be restarted at the time the employee returns to work.

For the purpose of this agreement, a trial service introductory employee will be considered as, and entitled to all benefits of regular members of the bargaining unit.

If the trial service introductory employee fails to demonstrate that he or she can completely and satisfactorily perform the job within the trial service introductory period, the Fire Chief may return the employee to his former position classification, without any loss in seniority. Any other employees who were promoted following and as a result of this employee's promotion may also be returned to their former position.

4.5 TEMPORARY POSITIONS

Whenever an employee is on a leave of absence or on sick leave, it will be understood that any person filling his position fills it for the duration of the leave of absence, and will relinquish the position on return to work of the employee for whom such leave was granted.

4.6 SENIORITY

For the purpose of this agreement, seniority will be defined as an employee's length of continuous full-time service since his last date of hire. Seniority lists will be kept up to date and will be posted in a conspicuous place.

4.6.1 Determination of Seniority for Same Day Hires

Seniority will be computed from the first day of work. If more than one person is hired on the same day, then that person occupying the highest position on the appointment list will receive seniority preference.

4.6.2 Seniority Application

In all applications of seniority under this agreement the ability of the employee will mean the qualifications of the employee to perform the required work. Where qualifications to perform the required work are, among the employees concerned, relatively equal, seniority as defined above, will govern.

4.6.3 Termination of Seniority

An employee in the bargaining unit transferred to a position within the City which is excluded from the coverage of this agreement may return to the previous position and the bargaining unit within one year after date of transfer if an opening exists. However,

after one year, the employee will no longer accumulate seniority and will lose all seniority so far as the Union is concerned.

4.7 RESIDENCY REQUIREMENTS

Full time uniform employees of the Kirksville Fire Department will, as a condition of employment, reside within Adair County. Employees may be required to provide proof of residency (*i.e., rent or house payment receipt, a property tax statement, etc.*); if the supervisor believes the employee is not residing at their residence of record.

4.8 ADDRESSES AND TELEPHONE NUMBERS OF EMPLOYEES

Employees of the Fire Department will keep the City advised of their current physical address and a phone number. Any change in the physical address or telephone number must be reported to the City immediately. Failure to comply with the above requirements may be grounds for disciplinary action and repeated failure may be grounds for discharge.

4.9 MOONLIGHTING

Employees are required to inform the City in writing of the nature and extent of all outside employment, and changes in outside employment. Moonlighting by an employee, or holding a second part-time or full-time job with another employer, may be prohibited when it interferes with normal working hours, emergency call-in requirements, holdover, or the efficient performance of duties.

4.10 LAY OFF

Whenever it becomes necessary to lay off an employee, due to a lack of funds, the City will notify the employee and the Union fourteen calendar days in advance of such lay off. The layoff will be made within the department in inverse order of the employees' seniority, unless this system of layoff releases an employee with special training and skills which the City determines are required to maintain the fire suppression/prevention mission of the department.

4.10.1 Exercising Seniority

In exercising seniority, an employee may go to a job in the same wage rate as his present job or to a lower rated job in the department.

4.10.2 Laid Off Recalled Employee Seniority

Employees who have been laid off for reasons beyond their control, who are recalled within one calendar year from the date of a lay off, will retain City seniority. If the employee is on a continuous lay off for less than one year and the City directs a notice of recall to work to the employee's last known address and the employee fails to report for work within ten days of being called by the City, the local union will be given seventy-two hours in which to locate the employee and arrange for him to report to work. Responsibility for informing the City of the employee's-current address and telephone number rests solely with the employee and the Union.

If an employee is laid off for less than two weeks, the employee will be expected to return to work at the time specified by the City. The City may make exception to these time limits for sufficient reason. An employee will not be paid for holidays during the lay off period, nor will they accrue leave.

4.11 RECALLED

When recalling lay off employees, they will be recalled in the same group in the reverse order, if available, provided they are physically qualified to return to work based on a pre-employment physical. An employee on lay off status for less than three months may not be required to take the pre-employment physical. Employees laid off for a period exceeding one year will not be recalled under this article, but may be rehired as a new employee.

Upon recall from a lay off an employee will be eligible for all benefits enumerated in this agreement. An employee will be eligible for insurance benefits the first day of the month following thirty days of employment. In the event, an employee elects COBRA coverage upon separation, insurance reinstatement may be immediate.

4.12 NON-DISCRIMINATION

The City and the Union agree not to discriminate against an employee for his activity or lack of activity, membership or lack of membership in the Union.

The City and Union agree that there will be no discrimination against an employee on the basis of race, religion, color, national origin, gender, sexual orientation, age, disability, or on any other basis that would be in violation of any applicable federal, state, or local law.

Whenever a male gender is used in this agreement, it will be considered to include male and female employees unless biologically infeasible.

4.13 DRUG SCREENING PROGRAM

The law charges the City with the responsibility to insure a "drug free workplace." The City reserves the right to implement a drug free program within the constraints of the law. The City agrees to meet and confer with the Union prior to implementing program changes, except those mandated by Federal or State law.

5 ATTENDANCE AND LEAVE

5.1 WORK DAY

The beginning of a work day for employees will be 7:00 a.m. and end at 7:00 a.m. the following day. A normal work schedule will be twenty-four hours on duty, followed by forty-eight off duty. The work performed by employees working on Saturday, Sunday and holidays will be identical in time and nature of work as that performed other days of the week.

5.2 PASS-ALONG

For the purpose of improving communication between shifts, the City will approve fifteen minutes of overtime to pass along pertinent information to out-going and incoming employees. A shift officer will be in charge of preparing and presenting pass-along information with input from employees. It is incumbent upon employees to gather in the training room at 7:00 a.m. for pass-along.

5.3 WORK CYCLE

For the purpose of computing overtime due under the Fair Labor Standards Act, employees will be paid overtime for hours worked in excess of two hundred and twelve hours in a twenty-eight day work cycle to coincide with fourteen day payroll periods. After the first fourteen days of the pay cycle employees covered by this Agreement will be paid for scheduled hours worked at straight time, and unscheduled overtime (*call-ins and shift extensions*). After the second fourteen days of the pay cycle employees covered by this Agreement will be paid for time worked in the second half of the cycle, and FLSA scheduled overtime, and unscheduled overtime (*call-ins and shift extensions*). The work cycle will begin on the same day for all employees.

5.4 TIME ACCOUNTABILITY

The City will have the right to establish policy with regard to providing accurate mechanical or manual accountability for employees' time. It is incumbent upon the employee's honor not to abuse this policy. Otherwise it will necessitate that the City take appropriate action to eliminate abuse. Meal times are to be taken at times convenient to the efficient operation of the City with employees recognizing that he or she will not be able to take his meal breaks until the urgent or critical aspect of his work has been completed.

5.5 VACATION LEAVE

Employees covered by this agreement will be entitled to accumulated vacation time in accordance with the following schedule:

Years of Service	Monthly Accrual	Annual Accrual
1 year		120 hours
01 - 5 years	14 hours	168 hours (seven shifts)
06 - 16 years	18 hours	216 hours (9 shifts)
17- (+) years	24 hours	288 hours (12 shifts)

5.5.1 Vacation Eligibility Requirements

Every employee will be eligible to take paid vacation after one year of employment with the City. Employees will begin to accumulate vacation credit as of his date of employment. Employees will not accrue vacation leave for any pay cycle during which they are on a lay off or other leave of absence without pay.

5.5.2 Vacation Utilization

Employees are required to schedule **96** hours of vacation leave prior to the first day of January and take additional vacation leave equal to one-half of their annual accrual each year.

Vacation leave may not be taken in less than one-hour increments. Approval of unscheduled time off will be subject to minimum manpower requirements and may not result in a call-in. All requests for vacation leave are subject to approval of the Battalion Chief or higher chief officer.

5.5.3 Maximum Vacation Accrual

Employees may accrue up to a maximum of **400** hours of vacation leave. Attendance records will be reconciled annually. Accrued vacation leave in excess of the maximum allowed amount on December 31, will be forfeited.

Upon termination a lump sum payment of accrued vacation leave up to the established maximum will be payable (provided all uniforms and equipment are returned).

5.5.4 Request for Vacation

In order to assure the orderly performance and continuity of those fire/municipal services provided by employees, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible of the requested vacation period. The City will provide a list to all employees of the days that are not available by November 15. Employees should submit their vacation requests by December 1 of each year in order to better assure that their vacation may be scheduled when they want it.

All employees should be prepared to come together as a shift to submit their vacation requests. Vacation requests will begin with the most senior employee on each shift. That employee will place their first choice (*one or more consecutive 24 hour shifts*) on a calendar provided by the City. The process will continue until each employee by seniority on each shift has been given the opportunity to select vacation leave.

Once complete, the Battalion Chief will forward the calendar to the Assistant Fire Chief for review to insure adequate staffing, and the preparation of the approved vacation schedule for posting. The Assistant Chief will provide a list of changes to each Battalion Chief, who will be responsible for notifying any employee affected by a change.

The City will post an approved vacation schedule by January 1 of each year. When employees request vacation after this time, requests will be considered in the order received with a minimum of forty-eight hours notice.

In the event an employee cancels an approved day, that employee who had chosen the day as a tentative vacation day will be considered for approval before any other employee is allowed approved leave.

Request for vacation will be granted upon approval of the Battalion Chief or the Assistant Fire Chief; unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of municipal service. Such requests however will not be arbitrarily denied.

5.6 SICK LEAVE

Employees will accumulate sick leave credit as of their date of employment, and will be eligible for said sick leave compensation once they have completed six-months of continuous service. The sick leave accumulation rate will be **eight** hours of sick leave for each completed month of service.

Employees will not accrue sick leave for any month during which they are on leave of absence without pay, for five shifts or more per month.

5.6.1 Maximum Sick Leave Accrual

Employees will be allowed to accumulate sick leave credit up to twelve hundred (1200) hours.

5.6.2 Sick Leave Notification

An employee who is requesting accrued sick leave will notify the ranking shift officer of the **reason for requesting sick leave, probable duration of absence, and changes in their condition during an extended absence** therefore at least an hour before the time specified for the beginning of his work day, or as soon as is reasonably possible.

If an employee becomes sick or ill during his work shift, he must notify his ranking shift officer. Sick leave may be taken in increments as needed, but not less than one hour.

In the event no sick leave notification is made, the employee's ranking shift officer will consider and handle the employee's absence as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the employee's ranking shift officer.

5.6.3 Sick Leave Utilization Requirements

An employee with accrued sick leave credit will be allowed to utilize such sick leave for the following purposes:

5.6.3.1 Non-Duty Illness or Disability

An employee who has contracted or incurred personal illness or disability and is suffering from any non service connected sickness or disability, which renders him unable to perform the duties of his position, will be eligible to receive accrued sick leave. This includes periods during which the employee is under an

enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

5.6.3.2 Duty Disability or Illness

An employee who is injured in the course of and arising out of his employment or who incurs an occupational disease compensative under Missouri Worker's Compensation Act may utilize his accrued sick leave to offset the cost of benefit deductions following a duty injury. Said sick leave may be used at a rate not to exceed compensation needed to cover benefit deductions.

5.6.3.3 Family Illness or Disability

An employee will be eligible to receive accrued sick leave when there is a sickness or disability involving a spouse, child, parent or other dependent which requires his personal care and attendance, provided that requiring him to report for work would cause a serious hardship on the family member suffering from the illness or disability. The determination as to whether or not there exists a hardship will be made by the ranking shift officer.

5.6.3.4 Maternity/Paternity Leave

Employees covered by this Agreement will be eligible to receive maternity and paternity leave benefits in accordance with rules and policies promulgated for all employees of the City of Kirksville and contained in the City's Administrative Policy Manual and/or employees' handbook.

5.6.3.5 Bereavement Leave

In the event of the death of a husband, wife, mother, father, or child or other dependent living in the household, an employee may request up to forty-eight hours of accumulated sick leave for bereavement leave.

5.7 FAMILY AND MEDICAL LEAVE

It is the policy of the City to provide family and medical leave in accordance with applicable law, including the Family and Medical Leave Act. An employee who has worked for the City for twelve months or more and has at least 1,250 hours of service with the City during the previous twelve months is eligible for family and medical leave of absence. An eligible firefighter will be required to provide medical certification pursuant to the FMLA for any sick leave absence in excess of 24 hours.

An eligible employee may take up to twelve workweeks of unpaid leave during any twelve month period because of the birth of the employee's son or daughter and in order to care for such son or daughter; or the placement of a son or daughter with the employee for adoption or foster care.

An eligible employee may take up to twelve workweeks of unpaid leave during any twelve month period to: care for his spouse, son, daughter, or parent, if that family member has a serious health

condition; or care for himself, if the employee has a serious health condition that makes him unable to perform the functions of his position.

If the absence is eligible for paid sick leave (*Sick Leave Utilization*), he or she will be required to exhaust accrued sick leave, in addition to accrued vacation leave. The additional weeks of leave necessary to attain the twelve workweeks of leave will be provided without pay.

The complete provisions, definitions, certification and requirements of the Family and Medical Leave Act are provided in the Administrative Policy Manual.

5.8 SICK LEAVE ABUSE

The Union agrees that it will aid the City in every way possible to eliminate abuses of the sick leave provision as described. An employee whom the Assistant Fire Chief/Battalion Chief suspects is abusing sick leave provisions will be reported to the bargaining committee who in turn will take the matter up with the suspect employee.

In the event the sick leave provisions are continuously abused, the union recognizes that the City will have the right to impose strict controls on sick leave use during the life of the agreement.

If it appears that an employee is abusing sick leave, the employee will be counseled that continued abuse of sick leave will result in a requirement to furnish a medical certificate for each subsequent absence of sick leave regardless of duration.

An employee who abuses sick leave will be subject to disciplinary action up to and including termination and in any event will be required to furnish proof of sickness through a medical certificate whenever required by the City and for any length of illness.

5.9 SEPARATION FROM SERVICE

An employee who separates from service will receive vacation and sick leave benefits as described below. The amount of payment will be calculated based upon the employee's regular straight time hourly rate of pay in effect for his regular job on the last workday of his employment.

5.9.1 Vacation Benefits

An employee, who is laid off, resigns, retires, or is otherwise separated from the service of the City, will receive vacation pay for all of his accrued vacation, up to the specified maximum, upon his separation from employment with the City.

5.9.2 Sick Leave/Retirement Benefits

Employees hired prior to January 1, 2013 will be paid for fifty percent of their accrued sick leave up to a maximum of 600 hours, upon their retirement from the City. Employees hired after January 1, 2013 will not be eligible for sick leave upon retirement. Retirement as defined in the LAGERS retirement program.

5.10 HOLIDAYS

Employees will receive 24-hours of holiday pay for an approved holiday. Holiday pay will be paid at the employee’s regular hourly rate and will not be counted as hours worked in the pay cycle for overtime purposes.

1	New Year’s Day	5	Truman’s Birthday	9	Veteran’s Day
2	Martin Luther King JR Day	6	Independence Day	10	Thanksgiving Day
3	President’s Day	7	Labor Day	11	Christmas Day
4	Memorial Day	8	Patriot’s Day		

The City agrees to give firefighters any additional holidays received by other non-represented or represented employees of the City for the life of this agreement.

5.11 WORK ON HOLIDAYS

Fire service employees are required to work holidays when scheduled, unless an emergency arises or an approved leave is granted unless an excused absence is granted.

5.11.1 Excused Absence

Acceptable reasons for absence are as follows: death in immediate family, jury duty, approved vacation or sick leave, scheduled days off, personal days, trade time and a catastrophe such as destruction of home. Absences, other than those referred to above, occurring on a holiday (when scheduled to work) will disqualify the employee for holiday pay.

5.11.2 Un-excused Absences

Employees absent without leave, on unpaid leave of absence, or on worker's compensation leave on a scheduled (*holiday*) work day will not be deemed to be eligible for holiday pay.

5.11.3 Other

Absences, other than those referred to above, occurring on a holiday (*when scheduled to work*) will disqualify the employee for holiday pay.

5.12 FUNERAL LEAVE

In the event of a death in your immediate family including spouse, child, parent, sibling, grandparent, grandchild; spouse’s parents, child, grandparent, sibling, or grandchild you will be given time off to attend the funeral. An employee may be granted up to twenty-four hours funeral leave at their current regular rate of pay. Employees are expected to discuss with their supervisor the amount of time that is actually needed. Funeral leave does not count as hours worked in the work cycle for overtime purposes.

Time off to attend other funerals will be considered on an individual basis, with vacation leave

used for this purpose.

5.13 JURY DUTY AND COURT APPEARANCES

Any employee covered by this Agreement who is required to perform jury service during his normal working hours in a City, County, or Federal Court will be paid his regular straight time hourly rate for the period of such service. Employees receiving a summons for jury duty must notify their immediate supervisor promptly or as soon as possible after receiving such notice. Any employee failing to make such notification will not be paid for the period of said absence. An Employee Absence Report form must be completed by the employee with a copy of the court summons attached and must be approved prior to payment of such time off.

Any employee who is excused from jury duty during his normal work hours must report to his immediate supervisor to work the remainder of his normal work schedule.

Any employee covered by this Agreement who is required to appear in a court of law during his normal working hours in response to a legally valid subpoena, will be paid his regular straight time hourly rate for those hours absent from work, overtime if applicable, provided that either the employee is required to testify on behalf of the City, or, that the City be a party of the case and the employee is required to testify because of conduct arising out of an in the course of his/her employment with the City while actually on duty; and provided further that in no other case action will employees covered by this Agreement be paid by the City including any case where the Union or the employee is a party to the case directly or as a member of a class action. Employees receiving such subpoena must notify their immediate supervisor promptly and submit evidence of such service as a witness. Any witness fee which the employee receives will be endorsed and promptly transmitted by the employee to his supervisor for forwarding to the Finance Department.

5.14 WORKER'S COMPENSATION LEAVE

Employees of the City are extended workers' compensation coverage as covered under Missouri law. An injured employee will be excused from work without the loss of pay, vacation or sick leave in order to obtain medical attention on the day the accident occurs and any subsequent treatment related to that injury during days the employee is working.

This will only apply to an employee who is injured in the course of and arising out of his employment or who incurs an occupational disease compensative under the Missouri Worker's Compensation Act and hereinafter referred to as an "injured employee." All such absences will be limited to the time required to obtain the necessary medical attention. An employee is required to furnish satisfactory proof of such medical attention.

Upon the recommendation of the attending physician, the employee may be excused from work without the loss of pay, vacation or sick leave for the balance of the day on which the accident occurs or the balance of the day medical attention is first required. During the waiting period (*three days*) immediately following an on the job injury or illness when payments under workers' compensation are not payable, the absence may be carried on the regular payroll.

5.14.1 Worker's Compensation Extended Injury Leave

Upon doctors' certification, and subsequent to a permanent disability determination, an employee's worker's compensation leave may be extended until the employee is released to return to work or for a maximum period of one (1) year.

5.14.2 Employee Injury Verification

The City will have the right to require an employee on workers' compensation leave to have physical/mental examinations at times periodically designated by the City to determine the need for the employee to stay on leave. The City will designate the physician and pay all costs related to the doctor's examination.

5.14.3 Seniority Accumulation While on Injury Leave

An injured employee who is unable to return to work and who has been granted a leave of absence will continue to accumulate City seniority and retirement credit. Trade Time

Trade time will be allowed upon approval of shift supervisor. The City of Kirksville will not be held accountable for non-compensated trade time.

5.15 LEAVE DONATION POLICY

The City has established a leave donation policy allowing full-time employees the opportunity to donate a limited amount of vacation leave from their leave banks to the sick leave bank of another full-time employee who has exhausted all of his own leave banks due to an absence caused by a catastrophic, non work related illness or injury. A recipient employee's income will continue to be supplemented with available donated leave during his period of disability.

5.15.1 Definitions

Serious Health Condition – means a serious health condition of an employee or family member (*as defined by the Family and Medical Leave Act*).

Medical Certification -- documentation from the employee's physician stating that, due to a serious health condition, the employee/family member is unable to perform his normal job duties. The certification must also provide the nature of the serious health condition, the expected period of absence and the expected date of return to work. FMLA documentation is acceptable.

Donor -- the employee voluntarily donating his leave to another employee.

Recipient – the employee accepting leave donations from another employee(s).

5.15.2 Criteria for Donating Leave

Employees may voluntarily donate accrued vacation days to an employee who is eligible to receive donated leave. A donor is required to have taken a minimum of ninety-six

hours vacation leave in the previous 12-months, and such use will be verified by the donor's department. Donors may only donate leave already accrued and will be responsible for ensuring there is sufficient leave in his bank at the time of donation. Sick leave may not be donated.

Donations must be donated in eight hour increments, which will be transferred hour-for-hour in the recipient's sick leave bank.

All donations must be voluntary. No employee may be threatened or coerced by any other employee with respect to donating or receiving leave under this policy. Likewise, no employee will receive remuneration of any kind for leave donated. Requests to donate leave must be in writing and must be signed by the donor.

Leave donations should be requested prior to the exhaustion of the recipient employee's own leave banks. However, at the discretion of the department head, donations may be applied retroactively to the point the recipient first exhausted his leave banks.

The total amount of leave donated to an employee in any calendar year may not exceed the recipients twelve week Family and Medical Leave entitlement.

5.15.3 Criteria for Receiving Donated Leave

The recipient, a fellow employee or supervisor acting on the recipient's behalf, will submit a written request for leave donations, upon or just prior to the recipient exhausting all sick and vacation leave, to the recipient's department head.

Medical certification must be provided by the recipient to his department head when the request for leave donations is made. The recipient may be required to provide medical evidence of continuing disability upon the request of the supervisor.

The recipient must not be receiving Worker's Compensation benefits.

The recipient must not be engaged in any other employment while receiving leave donations, and may be required, at the City's discretion, to sign a form verifying the same. Such outside employment will subject the recipient to a disqualification of further benefits being donated into his leave bank.

5.15.4 Administration

The employing department and Human Resources Director have jurisdiction over the leave donation process. All requests for leave donations will be received first by the department head, who will approve or deny any request. Denial will be based on excessive use or for abuse of sick leave within twelve months prior to the request. Any approved request for leave donation will be sent by the department head to the Human Resource Director for final approval.

Donations will be in writing on a standardized form developed by the Human Resource Office.

Donations will be processed out of a donor's bank(s) upon receipt of the form by Human Resources. Donations are irrevocable. Recipients will not be allowed to transfer leave benefits back to the donor. Absences will be classified as sick leave benefits for payroll purposes. The recipient will be allowed to continue to accrue leave benefits as long as they are on paid leave status in accordance with leave accrual policies as well as other applicable benefits provided to employees out on paid sick leave.

Donations will be applied to a single serious health condition, except when the absence will be on an intermittent basis for ongoing treatments. This will be certified by the recipient's physician. A new process may be pursued for a subsequent qualifying illness or injury.

5.15.5 Exceptions

Family and Medical Leave approved absences not covered by the City's sick leave policy are ineligible for leave donations.

5.16 UNAUTHORIZED ABSENCE

An employee who is absent from work without approval from supervisory personnel for a 24-hour shift or more will be considered absent without authorized leave. In such cases, the City will regard the job as abandoned and the employee automatically terminated, unless the employee can provide the City with acceptable and verifiable evidence of extenuating circumstances.

Employees who are absent without notice or authorization for less than 24-hours, and who subsequently report to work, will provide a detailed written reason for such absence and, regardless of stated reasons, may be subject to disciplinary action including termination. Unauthorized leave or unexcused absence will not be compensated in any form by the City.

6 COMPENSATION

6.1 CITY PAY PLAN

All workers employed pursuant to this agreement will be classified and paid in accordance with the Personnel Pay Plan adopted by the City. The City reserves the right to amend the Pay Plan or its provisions, regulations or conditions thereof, in keeping with the needs of the organization. The City agrees to meet and confer with the Union prior to implementing major revisions to the Pay Plan.

6.2 WAGES AND BENEFITS

Employees covered by this agreement will receive the same salary increases and benefits (*insurance and retirement*) as other City employees. Such salary increases will be in addition to all

in range step increases to which employees may be eligible on their anniversary dates during the term of this Agreement.

Either party may reopen this agreement one time during the contract period to discuss wages. Written notice to reopen must be made 60 days prior to the start of the fiscal year.

6.3 HOURLY RATE

The firefighters covered by this agreement are paid on an hourly basis and nothing contained in this agreement or its addendum will be construed as a guarantee of hours of work per day or per week, or of days of work per week. The hourly rate is based on the position classifications within the Pay Plan (*as amended*) divided by 2,756 hours per year.

6.4 PAY CHECKS

Payday will be every two weeks. Pay periods will close at 7:00 a.m. on alternate Sundays. Paychecks will be issued on alternate Thursdays following the close of each pay period. The payroll date may be adjusted to Wednesday or Friday at the discretion of the City when a pay date coincides with a holiday. Employees will receive their check by 11:30 a.m., if possible, and in the event this cannot be done, paychecks will be issued as soon as possible. Along with the employee's paycheck, the City will submit to the employee a check stub, indicating gross pay, authorized and mandated deductions, and unused leave hours.

6.5 OVERTIME

Overtime will be compensated at the rate of one and a half times the regular rate of pay for all hours worked in excess of 212 hours in the work cycle. Examples of regular overtime include: training, public education, driving truck to be repaired or in parades, holdovers or shift extensions, general shift coverage, etc.

6.6 EMERGENCY OVERTIME

Emergency overtime will be compensated at the rate of two times the regular rate of pay for all emergency call-ins (e.g., general alarms, vehicle wrecks, mutual aid, hazmat, truck 506 response, or additional firefighters to assist in an emergency response). Emergency overtime is guaranteed overtime and will not count as hours worked in the pay cycle for overtime purposes. In addition, employees will receive a minimum of three hours work or three hours of overtime when responding to emergency calls.

6.7 EMERGENCY RESPONSE

The City needs firefighters to respond to emergency calls when off-duty to ensure the safety of fellow firefighters and the citizens of Kirksville. Off-duty employees will be required to maintain availability via a personal cell phone to respond to requests for additional personnel and emergencies. The City will pay firefighter's \$80 per year (the second pay period each January) for limited business use of their personal cell phone.

This policy is not intended to be so restrictive as to prohibit personal activities where a response

may not be reasonable, practical or appropriate (e.g., while outside the limits of Adair County, when consuming alcoholic beverages, while attending a funeral, or while attending training where cell phones are prohibited, or while participating in water related activities, etc.).

6.8 WORK-OUT-OF-CLASS (TEMPORARY UPGRADE PAY)

To assure the orderly performance and continuity of municipal service, the City may be required to temporarily upgrade employees on an acting basis to a position of a higher classification. For the purpose of this article, it is understood that temporary upgrading may be required in order to fill or compensate for temporary position classification vacancies, which may exist for any of the following reasons:

1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee, and a short period of time is required so as to proceed with and complete the normal appointment procedure.
2. A position classification is temporarily vacant, although permanently filled, because the regular employee is on an approved leave of absence.

6.8.1 Selection for Temporary Upgrading

The selection of an employee for temporary upgrading will be made at the discretion of the Fire Chief or the Assistant Fire Chief, taking into consideration the applicable qualifications and requirements of the position to be filled, and the seniority (*time-in-grade*), qualifications, and job performance of those employees eligible for the temporary upgrading. If assigned, employees must accept an upgrade assignment.

6.8.2 Temporary Upgrading within the Bargaining Unit

Compensation for "temporary upgrade" will be granted when an employee has been assigned and authorized to serve as a "company officer" or "acting position" of a higher classification. For the purposes of this section, "company officer" will be defined as a Firefighter II/EMT who has been assigned the responsibility of supervising a single company operation (*routine inspections, training, investigations, and emergency responses*), typically consisting of no less than two but no more than five shift personnel. "Acting position" will be defined as a Firefighter II/EMT who has been assigned the responsibility of supervising a multi company operation, shift training responsibilities and emergency scene operations officer.

Employees' assigned "temporary upgrade" will receive a three percent hourly increase as "company officer" and a six percent hourly increase in an "acting position." Temporary pay will begin with the start of the assignment. Temporary upgrade assignments are not automatic.

6.8.3 Temporary Upgrade to Battalion Chief

A worker may be upgraded to an exempt position outside the bargaining unit upon

approval of the Fire Chief to cover temporary vacancies or absences. Temporary appointments cannot fully assume all responsibilities of the incumbent and therefore are not eligible for exempt pay status. The employee will receive an adjustment of fifteen percent and will be eligible for overtime compensation at the higher rate. The Fire Chief may make an interim appointment in cases of an extended leave of absence. Interim compensation would be paid at Step A of the exempt range and the employee would be exempt from overtime compensation.

The City reserves the right to determine the need for temporary upgrading of employees to a classification outside the bargaining agreement in times of vacations, sick leave, leave of absences, or vacancies.

6.9 USE OF PERSONAL VEHICLES

Employees who are authorized to use their personal vehicle in the course of City business will be reimbursed for mileage at the current City reimbursement rate pursuant to the provisions of the Administrative Policy Manual.

7 TRAINING AND CERTIFICATION

7.1 MANDATED CERTIFICATION REQUIREMENTS

The City and Union recognize that there are certain certifications and licenses required for the performance of job responsibilities. These certifications and licenses are listed in each job description. The employee will not lose pay for time spent keeping these qualifications up to date while attending authorized schools. The employee will be given the necessary amount of training needed to meet and retain the qualification for a certification or license (*except a driver's license*). The costs of mandated training and some approved specialized training will be paid by the City.

The failure of an employee to obtain or maintain a license or licenses, required under his classification, may cause the City to pursue progressive discipline. In the event the employee has not been given an ample opportunity to test for the certification(s) or license(s) within the time period allotted, he will be given an extension of time to do so.

7.2 NON-MANDATED EDUCATION/TRAINING

The City will endeavor whenever practicable to train and school employees in the operation of various types of equipment in order to assist employees, in various classifications in advancement through the bidding procedures to higher rated classifications. Selection of employees for this training or schooling may be at the request of the employee subject to City approval. If two or more employees request training or schooling, selection will be made on the basis of seniority, qualifications, and number of hours previously spent in training or schooling so as to equalize training and schooling hours. All training will be subject to budgetary approval.

Employees wishing to obtain further job related education/training may do so at their own time

and expense. Time off for education/training is subject to the approval of the Fire Chief. If two or more employees request time off for education/training, approval will be based on a first come basis.

8 SAFETY AND HEALTH

8.1 PHYSICAL STANDARDS

To ensure that employees remain healthy and fit for duty, the City requires that all fire service personnel undergo an annual physical examination at the City's expense. The physical examination will include a medical examination and a physical agility test relevant to fire service activities.

The Fire Chief/designee will arrange for the examinations and notify eligible employees when exams have been scheduled. The medical exams will be performed by a city-appointed physician.

If the City physician determines that an employee is physically unable to perform his job, the Fire Chief will be advised by the City physician and together they will determine the best course of action under the circumstances.

If a course of treatment is recommended following this examination, the employee will be required to seek medical treatment with his private physician at the employees' expense. The employees' physician must satisfy the City physician that minimum physical requirements have been met before the employee is released by the City physician.

Employees who cannot meet minimum physical standards will be given a written warning and counseling and may be retested in six months. Failure to meet minimum physical standards may result in progressive disciplinary action.

The City will utilize the Physical Fitness and Safety Committee established in this agreement to maintain minimum medical and physical agility standards to assure Firefighters' fitness-for-duty set forth in standard operating procedures.

8.2 PHYSICAL FITNESS AND SAFETY COMMITTEE

Labor and management agree to continue to provide the most positive environment possible for obtaining and maintaining physical fitness by uniformed members of the department. There will be a Physical Fitness and Safety Committee established consisting of two members appointed by the Fire Chief and two members appointed by the union president. The Risk Coordinator will chair the committee, but will serve as a non-voting member. The department and the union may each designate alternate committee members who may attend meetings of the committee, and may vote in the absence of their respective members.

1. The Physical Fitness and Safety Committee will review current practices establishing fitness for duty and make recommendations to the Fire Chief.

2. Proposed physical fitness initiatives and programs designed to aide employees to maintain or improve fitness for duty will be considered by the Fire Chief.
3. The Physical Fitness and Safety Committee will review and recommend updates (*as needed*) to the Return to Work Evaluation forms and current job descriptions to insure an accurate reflection of current physical standards.
4. The City will utilize the Physical Fitness and Safety Committee to review, develop and update minimum fitness standards, assess employee fitness for duty, and to insure firefighters' fitness-for-duty set forth in standard operating procedures and as established by this committee.
5. The Physical Fitness and Safety Committee will make recommendations to the Fire Chief in the provision, maintenance and repair of protective devices and equipment reasonably necessary to properly safeguard the health of the employees and protect them from injury.
6. The programs recommended by the Physical Fitness and Safety Committee and implemented by the Fire Chief will become part of the departmental standard operating procedures. Modifications thereafter will be by the same procedures adopted for SOP modifications. In addition, based upon data gathered throughout the program, there will be an annual review of the program by the Physical Fitness Committee.
7. Allotted time for physical fitness will be established by the committee and subject to the Fire Chief's approval, and may be adjusted for the following non-emergency exceptions: (1) training which requires out of department instructors, (2) certification or re-certification training.
8. The Physical Fitness Committee will establish its own rules subject to approval of the Fire Chief.
9. The Fire Chief will submit a written answer to the Physical Fitness Committee for each written suggestion.
10. The Physical Fitness Committee will meet a minimum of once each quarter and will schedule additional meetings at the request of either party. Such meetings will occur within two weeks of the request.
11. The union and the Fire Department will (*whenever possible*) submit to the Risk Coordinator items for a written agenda of the topics to be discussed, and provide oral and/or written presentations upon request.

12. The minutes of all committee meetings will be transcribed and submitted for review and adopted at the following meeting.
13. The Physical Fitness Committee will be allowed to research possible fitness initiatives or procedural problems that exist related to the committee's role and responsibilities as long as the research does not interfere with day-to-day operation of the Fire Department. Such research may be done during the employee's work shift with the prior approval of the employee's immediate supervisor or on the employee's day off without compensation.
14. Copies of other relevant records and reports related to employee fitness for duty will be made available to the extent possible.
15. The committee may seek the advice, opinion and suggestions of experts and authorities on health and fitness matters. The cost of obtaining such assistance will be stated in writing and submitted to the Fire Chief for approval prior to any expense or liability being incurred.

8.3 PROTECTIVE CLOTHING AND DEVICES

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device will be furnished by the City. The cost of repairing and maintaining the protective clothing and protective devices in proper working condition will be paid by the City. For the purpose of this article, protective clothing and protective device will mean those items which are required, as determined by the City, to protect employees from existing or potential safety hazards. When purchasing new protective gear the City will follow the current NFPA standards.

8.4 UNIFORMS

The City will provide all fire service employees with work clothing. The City reserves the right to determine the manner in which this work clothing is provided, to select the uniform vendor, and to select the style and color of the work clothing and to provide station wear on an as needed replacement basis.

Black leather footwear will be worn and purchased at the expense of the employee and subject to approval of the City.

8.4.1 Wearing of Uniforms and Clothing

All employees who are provided with uniforms or work clothing, as set forth above, are required to wear these uniforms and work clothing and report to work with them being clean and neat in appearance. Employees will not be permitted to wear uniforms and work clothing during off-duty hours.

8.4.2 Return of Uniforms and Clothing

All items as provided above, including protective clothing and protective devices, remain

the property of the City and are only to be used in accordance with departmental work rules. Upon separation, all items, other than those worn out through normal use, must be returned (*or paid for*) by the employee before his/her final paycheck will be issued.

8.4.3 Clothing Maintenance

The City agrees to give each employee covered under the agreement a \$100 clothing maintenance allowance in January of each calendar year for the cleaning of department issued winter coats and uniforms.

9 GRIEVANCE PROCEDURE

9.1 GRIEVANCE DEFINED

A grievance will be defined as any dispute regarding the expressed and not implied meaning, interpretation or application of the terms and provisions of the labor agreement or the Administrative Policy Manual.

9.2 TIMELINESS

The parties may mutually agree to refer a grievance to a higher step of the procedure for disposition instead of hearing it at a lower step. Any grievance not appealed by the Union in writing within the time limits established in the grievance procedure will be considered settled on the basis of the City's last answer, unless prior modified time limits are agreed upon by both parties.

9.3 WITHDRAWAL OF GRIEVANCE

The Union may withdraw any grievance without prejudice as to that grievance at any step of the grievance procedure. The Union will do so in writing. In the event the City does not answer a grievance within the time period provided, the grievance will be automatically advanced to the next step of the grievance procedure, except no grievance will automatically be advanced to Step 4 without the consent of the City Council. The parties may agree to modify the time limits for good cause.

9.4 GRIEVANCE COMMITTEE

Members of any union grievance committee will not contain more than three employees (*one from each shift*) of the City who must also be members of the bargaining unit covered by this agreement. No overtime pay will be given for time spent in resolving grievances nor will the City be required to call-in additional personnel to maintain minimum staffing as a result of a grievance meeting.

9.5 GRIEVANCE REPRESENTATIVE

In the event that more than one aggrieved employee is involved in the grievance, one of the aggrieved employees will be designated as the representative to meet with the Union grievance committee and the Fire Chief.

9.6 EMPLOYEES EXEMPTED FROM GRIEVANCE PROCEDURES

The grievance procedures of this article will not be available to employees in the following situations:

1. Temporary employees, defined as those individuals retained by the City on a limited, indefinite basis and have no benefits, seniority, grievance, or appeal privileges.
2. Introductory employees will be excluded from grieving any disciplinary action, including suspension or dismissal. They will be excluded from grieving any actions which are deemed as management prerogatives as spelled out in the Management Rights article.

9.7 INVESTIGATING/PROCESSING GRIEVANCE

The employee, grievance committee or witnesses will not lose pay during the first three steps of the grievance procedure as outlined in this agreement. The grievance committee will be allowed a reasonable amount of time during working hours to investigate and handle grievances after receiving permission from his Battalion Chief. Such permission will not be arbitrarily denied. Both parties agree not to abuse this article.

9.8 GRIEVANCE PROCEDURE

9.8.1 Step 1 - Assistant Fire Chief

An employee who believes he has a grievance must discuss his complaint, supported with written documentation, with the Assistant Fire Chief within six calendar days after the occurrence of the event upon which the grievance is based. If such employees had no knowledge of such events within a six calendar day period, he must discuss his complaint within six calendar days after he does have knowledge thereof or within six calendar days after conditions were such that the employee should have known of such occurrence.

The Assistant Fire Chief will give the aggrieved employee an oral answer within six calendar days after the complaint has been discussed with him, supported with written documentation. The employee may request that a union officer be present when he submits his complaint orally to the Assistant Fire Chief. In the event the grievance is not settled in this manner, the following procedure will apply.

9.8.2 Step 2 - Fire Chief

In the event the Union desires further consideration of the grievance, it will briefly, in writing, state the facts upon which the grievance is based, when it occurred and what relief is sought, and submit the same to the Assistant Fire Chief within five calendar days after the Oral Step.

Within five calendar days after receipt of the written grievance, the Assistant Fire Chief will transmit to the Fire Chief the grievance, and the Fire Chief will, within ten calendar days of receipt of the grievance, set up a meeting with the aggrieved employee and the Union grievance committee for the purpose of finding full facts regarding the grievance.

The Fire Chief will within five calendar days after the meeting, make a decision on the issue presented by the grievance, in writing, and deliver a copy of such transmittal to the employee submitting the grievance and the local Union.

9.8.3 Step 3 - City Manager

In the event that the Union desires further consideration of the grievance it will, within ten days after receipt of the Step 2 decision, identify the grievance and submit a written request to the Fire Chief that the grievance be considered by the City Manager.

Upon receipt of the request for further consideration of the grievance as aforesaid, it will be the duty of the City Manager, within fifteen calendar days of the receipt of the written request, to call a meeting with the aggrieved employee or the representative of a group of aggrieved employees, the Union grievance committee, and an international representative who may not be a City employee covered by this agreement before his decision is made.

The City Manager will then give his decision in writing and the same will be delivered to the employee, grievance committee and international union representative not later than fifteen calendar days from and after the aforesaid meeting.

9.8.4 Step 4 - City Council

If the decision of the City Manager is unsatisfactory to the Union, the Union will have the right to request a hearing before the City Council by serving notice on the City Manager, in writing within twenty calendar days after the decision of the City Manager is rendered.

The City Council reserves the right to hear or refuse to hear any grievance not settled by Step 3. The decision of the City Council will be in writing to the employee with a copy to the Union representative. The decision of the City Council will be final and binding on the employee and City Manager. The decision of the City Council, though written by the City Manager, will be counter signed by the Mayor. This does not prevent the employee or Union from seeking action through the courts.

10 SAVINGS CLAUSE

10.1 BARGAINING RESPONSIBILITIES

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this agreement. Therefore, the City and the Union, for the life of this agreement, each voluntarily and without qualification waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matters not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

10.2 ENTIRETY OF AGREEMENT

The provisions herein contained and the appendixes attached hereto constitute the entire agreement between the parties. It is expressly understood, however, that neither contained herein will be construed to prohibit the parties hereto from entering into supplemental agreements if they mutually desire to do so.

10.3 LOCK-OUTS

The City agrees that so long as this agreement is in effect there will be no lock outs. The closing down of the operations or any part thereof or curtailing any operation for economic reasons will not be construed to be a lockout.

10.4 OTHER RIGHTS

Nothing contained in this agreement will be construed so as to prevent either party from exercising any rights which it might have under local or State law. Nor will the agreement be construed so as to prevent recourse to any court of competent jurisdiction, either law or equity, for enforcement of or for breach of the contract.

10.5 INVALIDATION

In the event that any provision of this agreement will at any time be declared invalid by any court or administrative agency or competent jurisdiction, the decision will not invalidate the entire agreement, it being the express intention of the parties that all other provisions will remain in full force and effect.

10.6 APPLICABILITY TO ADMINISTRATIVE POLICY MANUAL

Any subject, item or issue not otherwise covered by this agreement will be handled under the Administrative Policy Manual of the City. If any subject, item or issue covered by this agreement is in conflict with the Administrative Policy Manual, then this agreement will prevail.

10.7 TERM

This agreement will be in effect from _____ and will continue in full force and effect until _____ and will continue year to year thereafter unless written notice to change, revise or terminate the agreement is served by either party upon the other at least ninety days prior to the anniversary date of this agreement.

Approved by the City Council on the 18th day of March, 2013.

**International Association of
Firefighters Local Union #2952**

City of Kirksville, Missouri

Jeremy Davis, Union President

Mari E. Macomber, City Manager

Date

Date

Union Secretary

Randy Behrens, Fire Chief

Date

Date

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