

**Collective Bargaining
Agreement**

Between:

**The City of Jackson,
Missouri**

And

Jackson Fire Rescue

Shop of I.A.F.F. Local 1084

Effective Date:

April 20, 2026

PREAMBLE

This Collective Bargaining Agreement (“Agreement” or “CBA”) is entered into by and between the City of Jackson, Missouri (“the City” or “Employer”) and the Jackson Fire Rescue Shop of the International Association of Fire Fighters, IAFF Local 1084 (“the Union”); and the employees of Jackson Fire Rescue (“the Employee”). The purpose of this Agreement is to promote cooperation, mutual respect, and harmonious labor relations; to ensure the safe, efficient, and uninterrupted delivery of emergency services to the citizens of Jackson; and to establish clear, fair, and enforceable standards governing wages, hours, benefits, and other terms and conditions of employment.

ARTICLE 1 - RECOGNITION

SECTION 1.01: UNION RECOGNITION

The City recognizes IAFF Local 1084 as the sole and exclusive bargaining representative for all employees within the Jackson Fire Rescue bargaining unit, as recognized under Missouri Revised Statutes §§105.500–105.530.

1. Any changes in the titles of union officers will not affect the enforcement of this agreement.

SECTION 1.02: DISCRIMINATION

The City and the Union agree there shall be no discrimination, interference, restraint, or coercion against any employee because of union membership, non-membership, or lawful union activity.

ARTICLE 2 - MANAGEMENT RIGHTS

SECTION 2.01: MANAGEMENT RIGHTS

The Union recognizes that all management functions not specifically limited by this agreement are vested exclusively in the City. Any of the management’s rights, powers, functions, or authority which the City had prior to the signing of this agreement with the Union are retained by the City, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this agreement. Such rights and responsibilities shall include, but not be limited, the right to;

- Determine the overall mission of the Department;

- Maintain and improve the efficiency and effectiveness of the Department;
- Determine the required schedules and duties to be performed;
- Determine the services to be rendered, the operations to be performed, the technology to be utilized or the matters to be budgeted, and the priorities of same;
- Determine the overall methods, processes, means, supervisions, job classifications, or personnel by which the operation of the Department is to be conducted;
- Direct, supervise, and/or hire Employees;
- Promote, suspend, discipline, discharge, for just cause and with due process, transfer, assign, schedule, and/or retain, and/or layoff Employees.

It is the expectation that all management responsibilities will be managed and carried out fairly and equitably. Other than the conditions described in this document it is not the intent of the Union to interfere with the management of the department.

Any changes in the titles of City employees will not affect the enforcement of this agreement.

ARTICLE 3 - COLLECTIVE BARGAINING

SECTION 3.01: POLICY AND PRACTICES OF CITY AND DEPARTMENT

When the City or Department makes changes in policy or practice, or creates new ones, the Union shall have eleven (11) calendar days' advance notice to review and request negotiations if needed. The City may request the 11 day notice period be waived should the seriousness of the situation require fast resolution. Waiving the 11 day requirement is to be the exception, not the rule.

Upon receipt of such notice, the Union may request additional information including a meeting with the City to get clarification. A meeting for clarification and questions will not constitute the beginning of collective bargaining. The Union will issue a request to bargain separately.

Failure to request bargaining within eleven (11) calendar days after notification shall result in a determination that the Union has waived its right to negotiate and they accept the changes.

After the Fire Chief has met and conferred with the JLM (established in Section 4.01), as provided by this subsection, the Fire Chief may implement any such change.

ARTICLE 4 - UNION BUSINESS

SECTION 4.01: LABOR MANAGEMENT COMMITTEE

There shall be a Joint Labor Management (JLM) Committee for Jackson Fire Rescue consisting of, at a minimum, the Fire Chief, a Deputy Fire Chief, Local Shop Steward, and Department Rep.

The purpose of the committee is to provide a structure for the Shop and the Chief to discuss the concerns and work together to resolve problems before they become issues. Nothing discussed in the JLM can alter the terms of this agreement only to serve as advice to the department and Fire Chief.

Recognizing the City's Management Rights as addressed in Section 2.01 above, it is understood and agreed that all decisions of the Committee are advisory only, unless the result of that dialogue results in a written approved agreement or policy.

The JLM meetings will be chaired by either the Union or City. The minutes from each session will be recorded and made available as needed. If requested by either party, meetings should be held monthly, but should be held as often as necessary.

SECTION 4.02: PAYROLL DEDUCTION OF UNION DUES

The City shall deduct from the wages of each employee who has authorized such deduction, the Union dues for that month in an amount certified in writing by the Union and Employee as the amount of dues in effect. In addition to the foregoing deduction, the City shall deduct such other amounts which the Union certifies to the City in writing as assessments made by the Union (either the Local or the international association) against its members. These dues will be deposited into a bank account specifically designated for the collection of union dues and funds managed by Union officers. This account information will be provided to the City for the purposes of deposit.

The Union shall provide written certification, with a member signed form, of any change in the amount of the monthly dues and/or the amount of the initiation fee at least thirty (30) days prior to the effective date(s) of the same. The Union shall also provide written certification of any assessment at least thirty (30) days prior to the effective date(s) of the same.

The Union shall provide the City at all times with an up-to-date list of its members.

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages, or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City pursuant to the provision of this section or in reliance upon any other information provided by the Union to the City, including signature cards and list of members, which are provided for the purpose of complying with any other provisions of this section.

SECTION 4.03: UNION BUSINESS AND MEETINGS

The Union shall be permitted to hold meetings of Union members on the premises of the fire department at a time and place agreed upon by the Fire Chief and the Shop Steward for the purpose of conducting union business. Such meetings shall not interfere with the operation of the Department.

The City shall provide space for a union bulletin board in each fire house for the exclusive use of the Union. Fire Chief approved postings will be limited to only matters of great interest and reminders to Union members.

IAFF members may be granted release time during scheduled work hours to conduct union business within the City provided that such Union activity does not interrupt operations of the Department or cause Employer to need to add overtime Employees to maintain desired staffing levels. This provision does not apply to union business conducted outside the City.

Whenever practicable, Employees requesting release time shall provide advance notice to their immediate supervisor within the chain of command and the on-duty administration officer. Approval of such a request shall be subject to operational needs and staffing requirements. Release time may be granted provided that attendance does not disrupt daily operations and is approved by both the supervisor and the administration duty officer.

SECTION 4.04: DISPLAY OF UNION INSIGNIA

The IAFF Local 1084 insignia may be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters with the purpose of identifying themselves as Union members and take pride in this. It is understood that only active members of the IAFF will be permitted to place said logos.

The IAFF and/or Local 1084 insignia may be worn or displayed as follows:

Firefighting Helmet – Small (approximately 2”x2”) uniformed decal to be placed on back brim.

Baseball Hat / Stocking Cap – Small (approximately 2”x2”), multi-colored embroidery on the side or in the back, as dictated by limitations of embroider;

Class A Uniform – Small uniformed lapel style pin on right breast, centered over name tag.

Polo Shirts, Job Shirts – Small (approximately 1”x1”), multi-colored embroidery on sleeves, just above cuff;

T-Shirts - Small (approximately 1”x1”), single-colored screened on sleeves, just above cuff.

Apparatus – Small (approximately 4”x4”) uniformed decal to be placed in a location determined by the Fire Chief or his designee.

The Jackson Shop of Local 1084 or the shop members will cover the setup fees and additional fees that are required for the display of union insignia.

** Increased size of IAFF and/or Local 1084 insignia to be worn or displayed may be done after approval of the Fire Chief at time of order.

SECTION 4.05: POLITICAL ACTIVITY

All employees, as public servants, are required to uphold the Constitution of the United States, the Constitution of the State of Missouri, and the laws of the State of Missouri applicable to cities of the fourth class, as well as the ordinances of the City of Jackson. Employees shall also support all duly elected City officials in the lawful performance of their duties and serve the public interest impartially, without regard to personal political opinions or affiliations.

Any political views or thoughts of Jackson Shop of Local 1084 and its members should align with the requirements of the city and department policy.

ARTICLE 5 - CULTURE AND DISCIPLINE

SECTION 5.01: JUST CULTURE

Just Culture is a framework to promote accountability and fairness in dealing with human errors, incidents and accidents. The concept of Just Culture emphasizes the importance of balancing accountability for actions with the recognition that errors are often the result of systemic issues rather than individual failures.

Key concepts of a Just Culture include:

- **Accountability:** individuals are held accountable for their actions and decisions, especially when they deviate from established procedures or protocols. However, the focus is on accountability for behavior rather than blame for outcomes.
- **Learning and Improvement:** encouraging reporting of errors, incidents, and near misses to facilitate organizational learning and continuous improvement. This involves creating an environment where individuals feel safe to report without fear of retaliation.
- **Fairness and Justice:** ensuring fairness in the investigation and disciplinary process with a focus on understanding the context in which actions were taken and differentiating between human error, at-risk behavior, and reckless behavior.
- **Systemic Analysis:** recognizing that most errors result from systemic weaknesses rather than individual negligence, and therefore, addressing underlying organizational factors (such as procedures, training, staffing levels, and communication) to reduce the likelihood of recurrence.
- **Transparency:** promoting open communication about incidents and their causes, as well as actions taken to prevent similar incidents in the future. This helps build trust within the organization.
- **Leadership Support:** demonstrating commitment from organizational leaders to the principles of Just Culture, both through their words and actions. Leaders play a vital role in creating and maintaining a culture of safety and accountability.

INCIDENT REPORTING

Encourage and facilitate the reporting of all incidents, errors, near misses, and unsafe conditions.

ASSESSMENT

Conduct an assessment to understand the nature and severity of the incident, as well as the context in which it occurred. This includes in person interviews and any documentation (e.g. incident reports), or video / eyewitness evidence. Consider factors such as individuals' level of training, policies and procedures, experience, workload, environmental conditions, and presence of systemic issues.

SECTION 5.02: UNION REPRESENTATION

The City recognizes that the Union has a legal obligation to represent all members of the bargaining unit - whether members of the Union or not - fairly, in good faith, and without discrimination. This duty applies to virtually every action that a union may take in dealing with the City, including collective bargaining, and handling grievances.

As the representative of the members of the bargaining unit, the Union requests to be notified first of any disciplinary situation or punitive action requiring a discussion or follow up with a member of the bargaining unit. The representative of the Union contacted will then contact affected member(s) and work with the City to arrange

meetings quickly and conveniently. The City will notify the representative of their requirements so that arrangements can be quickly arranged.

The Union is in full agreement with the City that situations requiring representation by the Union must be held quickly and at times that may not be convenient to all parties. The Union agrees not to intentionally slow or delay the process.

Both the Union and the City agree to comply with all applicable laws relating to Union Representation and agree to any future case law change of law, and amendment to reflect current law.

1. Recognizing this obligation, the City agrees to notify the Shop Steward or duty representative anytime there is a disciplinary situation, punitive action or investigation of any violation of procedures or rules.
 - a. Should a meeting with a member of the bargaining unit result in the discovery of a potential violation of procedure or rules, the meeting will be recessed and the union notified.
 - b. After the Union has been notified, a representative of the union will need to speak privately with the employee before the meeting can continue. This can be done either in person or by phone, whichever is more expedient.
 - c. Once the Union representative has spoken to the member in private, the meeting can continue with the representative in attendance by phone or in person.
 - d. The Union agrees to provide representation as quickly as possible with the intent of causing the least delay in the process.
2. Should a member of the collective bargaining unit request union representation for any reason the meeting will be paused and the Union notified per paragraph 1.
3. The Union agrees to provide the fire chief with a call list for representatives available to represent. The City recognizes that the representative may be traveling from Cape Girardeau should a local officer/representative not be available.

SECTION 5.03: DISCIPLINE POLICY

Should an incident rise to the level of needing punitive disciplinary action or termination, the Union reserves the right to pursue all due process necessary. The City will not interfere with the Union's legal responsibility to provide full representation to the aggrieved employee.

1. The City and the Union will complete a full investigation of the incident.
2. Should the City determine that punitive discipline, or termination is required the City will detail the charges and rationale in writing to the Union after the investigation is complete.

3. After receiving this document, the Union will then have appropriate time agreed upon by both parties to prepare a rebuttal.
4. If requested, a meeting with City Administration to discuss the outcome of the case may be scheduled within two weeks of the rebuttal being delivered to the City, or on a mutually agreed-upon date.
5. The Union reserves the right to request mediation when needed.
6. At the conclusion of this process, the Employee still retains all legal rights to appeal.

ARTICLE 6 – WORKING CONDITIONS

SECTION 6.01: PREVAILING RIGHTS

Providing emergency services 24 hours daily creates a unique work environment. Clear communications, planning and execution are required for success. The work environment is high pressure and time sensitive. Our job is the preservation of life and property. As such, good communications between labor and management are vital for our shared success. It is also vital for the safety of fire fighters and the public.

Prevailing rights for both management and the union form to context for communication leading to operational success.

Below are what the Union considers prevailing rights. This list is not exclusive.

1. When appropriate and achievable, All PPE, apparatus, and equipment shall meet the NFPA standards in place at the time of purchase;
2. All non-emergency work sites shall be as free as possible from chemical hazards, pathogens, and other sources of workplace diseases;
3. If required by City code or standards, permits will be obtained for all exterior training prop construction, and will be inspected by the city before use;
4. Good physical and mental fitness is necessary for operational success. Physical fitness equipment/facilities available to crews. The City shall maintain an EAP and peer counseling to protect firefighter mental well being;
5. The City will provide well maintained, stress free as possible, living quarters;
6. Safe, adequate, and reasonable training and education opportunities to maintain and improve knowledge, skills, abilities, and confidence to perform work assignments;
7. The Shop agrees to not use City WiFi for use outside City policy. The City agrees to allow the shop to access and use the City WiFi guest network. Employees may use non-emergency telephones for personal calls;

8. From the agreement date forward the City agrees to purchase gear that does not contain PFAS or other forever chemicals;
9. Reasonable ability to communicate and/or visit with family members, friends, and associates throughout their duty-shift, as long as it does not interfere with normal duties or emergency services;
10. Collective bargaining and Union representation language added to City and or Department Policies pertaining to the department and members;
11. Access to and continued City funding for the enrollment of qualified members for the Missouri FireFighters Critical Illness Pool.

SECTION 6.02: HOURS OF DUTY

Each duty shift is 24 hours beginning at 7:00 AM and ending at 7:00 AM the following day. All employees shall be in their assigned station on their scheduled duty day, in full uniform, and ready to work at 7:00 A.M. Members will remain ready to respond to emergency calls at all times for the remainder of their shift.

The schedule in place at ratification of this document should remain in place for the duration of the contract.

Employees shall not work more than 72 consecutive hours on duty without 24 hours off duty except during declared emergencies.

Employees will maintain readiness to respond to and carry out their duties at all times.

SECTION 6.03: PERSONNEL REDUCTION

1. The City agrees to notify the Union at the earliest possible time if there are considerations that might require the layoff of fire department personnel and will meet with The Union at least one (1) month prior to expected layoffs. The Union will treat this as privileged information and will not communicate or otherwise act on this information other than to help protect our fire fighters finances.
 - a. If reductions are necessary, layoffs shall be on the basis of seniority, with the least senior in service being the first laid off, provided the employees retained on the payroll are qualified to perform the available work. Regarding reemployment, the most senior employee in service shall be the first recalled, providing they are qualified to perform the available work without further training.
 - b. Laid off employees will maintain their seniority and recall rights for a period of two (2) years as long as EMT license and Firefighter 1&2 Certifications are kept current. No Employee will lose seniority through layoff provided Employee notifies the City within thirty (30) days after receipt of notice of recall sent by certified mail to Employee's last address

- shown on Employee's current personnel file, and reports for work within fifteen (15) working days after receipt of notice of recall.
- c. Employees detained from reporting because of an emergency or situation beyond their control shall not lose seniority providing they present reasonable proof for delay in reporting.
2. Break in service with resulting cancellation of seniority will result from any of the following:
 - a. justifiable discharge
 - b. resignation or other termination of service by voluntary act of employee
 - c. taking another job while on leave of absence or on sick leave
 - d. failure to report after notice of recall as outlined above
 - e. layoff for a period of two (2) years in accordance with the above language

SECTION 6.04: HIRING AND PROMOTIONS

HIRING FIRE FIGHTERS: The Union recognizes management's right in final decision making regarding new hires and promotions. The City agrees to provide the proposed hiring list to the Shop Steward for the Union to review and comment on before any decision is made and job offers are extended.

PROMOTIONS: Before a promotion process is announced or begun, the City agrees to provide the criteria and details to be used during the process to the Shop Steward. The Shop Steward will review this information and provide comments in a reasonable time frame. The Union also reserves the right to observe the process.

After the promotion process the City agrees to provide the proposed hiring list to the Shop Steward for review and comment. The Union will provide all comments within 48 hours of receiving the list.

When necessary, temporary appointments to any positions will be made from the appropriate eligibility list.

Minimum and required qualifications for each position will be detailed in the department policy manual and referenced on the job position announcements at time of promotional opportunity.

SECTION 6.05: PERSONNEL TRANSFERS

The City will assign all personnel to one of three shift crews (avg. 56-hour week) based on the operational needs of the Fire Department. In the event any changes are made to an Employee's assignment, the Fire Chief, or his designee, shall give reasonable notification of the change and work with the affected Employee(s) to minimize adverse impacts on their scheduled leave time. Such transfers shall not result in any loss of pay to the Employee.

Employees may request to transfer to a different job assignment (crew) at any time. Should an investigation be warranted, it should be performed with mutual respect by the City and the Union.

The City shall have the right to change permanent shift assignments to meet the needs of the Fire Department.

SECTION 6.06: LOSS OF SENIORITY

Seniority of Employees shall be determined by date of hire. In the event Employees have the same date of hire, seniority will be determined by their placement on the hiring eligibility list.

Seniority and years of service of Employees shall not be lost if a full time employee moves to the status of a part time employee and later returns to a full time employee status so long as the time period of two years has not passed between full time employee status and certifications are kept current. However, seniority as measured by years of service will not continue to accrue while on part time employee status.

The seniority of an employee shall be considered broken for the following reasons, and the Employee shall be considered terminated:

1. If the Employee resigns voluntarily and has left employment for a period greater than thirty (30) days. An Employee choosing to return to employment with the City within thirty (30) days of separation will have the opportunity to do so after being determined by the Chief to have left in good standing and an asset to the Department. Each individual will be case by case decision and the Employee will only have the option to return one (1) time.
2. If the Employee is discharged and such discharge is upheld through the Due Process procedure.
3. If the Employee is laid off and fails to report to the City within 15 (15) working days of the date of the City's notice that he is being recalled.
4. If the Employee is on layoff status for a period of more than two (2) years.

SECTION 6.07: SHIFT EXCHANGE

Employees may exchange their duty hours with another employee, provided they are equally qualified. Members must use correct means to request shift exchanges, and once completed, Fire Administration will review for approval based on completion of documentation and scheduling. In the event a shift is left uncovered, responsibility shall rest with the Employee who voluntarily accepted the assignment.

SECTION 6.08: EXTREME WEATHER

Fire Department Employees must sometimes operate in extreme weather conditions; and therefore, should be adequately prepared and equipped to do so. It is further agreed that besides incident response and certain special circumstances, routine training and other non-emergency work activities are typically not so essential as to warrant exposing personnel.

Unsafe Conditions: The Department will use good judgement when weather conditions require crews remain in shelter such as during a tornado or hail storm. In periods of extreme weather the Department will evaluate mutual aid needs to ensure adequate and safe staffing.

Outdoor training shall be conducted when conditions are reasonably safe as determined by the Department, consistent with the applicable safety standards. The Department's priority will always be emergency response.

Hot Conditions: Any firefighting or HAZMAT training drills or exercise should be carefully monitored when Apparent Temperature exceeds 90 F, and modified or suspended when Apparent Temperature exceeds 105 F. If protective clothing (fire or HAZMAT) is worn, an adjustment factor of 10 F should be added to the environmental temperature before the Apparent Temperature is calculated. The standard to determine whether it is safe to train in hot weather will be The CDC/NIOSH Heat Index tool (<https://www.cdc.gov/niosh/topics/heatstress/heatapp.html>) should be used when planning outdoor work activities based on how hot it feels throughout the day. It has a real-time heat index and hourly forecasts specific to your location.

Cold Conditions: Non-essential work activities in cold weather shall only be conducted if all members participating have proper PPE to protect against cold exposure and frostbite. During emergency operations additional staffing will be requested to ensure on scene safety. Non-essential work activities in cold weather should be suspended when the Actual Temperature is 32 F or less.

Other Conditions: (If conditions are reached, command, Admin, and the JLM Committee would evaluate to consider)

- Wind Speeds over 40 mph
- Any National Weather Service issuance of a weather warning

It is agreed that the Fire Chief, with input from the JLM Committee, will develop and implement an Extreme Weather Policy and related procedures, to address related issues.

SECTION 6.09: MINIMUM STAFFING

Staffing levels and budgets are the prerogative of the City. The City is solely responsible for determining the number of fire fighters on shift and the fire ground. The Union advises the City they should strive to follow NFPA 1710 for staffing.

Effective upon the signing of the CBA, the City agrees that newly hired full-time members who do not hold at least Firefighter I certification and Medical First Responder qualifications will not be counted toward minimum daily full-time staffing levels. In the event daily staffing falls below the minimum staffing level for a period greater than four (4) hours, and a member assigned to a required position lacks the required certifications, the City shall assign a member possessing Firefighter I and Medical First Responder certifications to fill that position.

SECTION 6.10: PHYSICAL AND MENTAL FITNESS AND WELLNESS

The City and Union recognize and agree that physical and mental health, fitness, and wellness is of mutual benefit to both parties. All JFR members will have access to appropriate gym facilities at no personal cost while on duty to ensure ability to maintain optimal physical and mental wellness.

A Joint Health and Fitness Committee shall be maintained, consisting of one chief officer, two Union representatives, and one certified Peer Fitness Trainer to discuss and advise the Fire Chief regarding items related to health and wellness, including but not limited to:

1. Pre-employment physical ability testing
2. Pre-employment health screening process including a psychiatric/mental health evaluation
3. Annual health and fitness screening and physicals that meet NFPA Standards
4. Ongoing health and fitness education and training following the IAFF Peer Fitness Program
5. Employee assistance Program
6. The Center for Excellence will be the mental health facility of choice for members of the Union

SECTION 6.11: EMPLOYEE PERSONNEL RECORDS

Employees have the right to view their individual personnel records, this may be done by scheduling an appointment with the Fire Chief or designee. This may be done during normal business hours only.

ARTICLE 7 – COMPENSATION

SECTION 7.01: SALARIES

JFR employees will remain on the City's already established pay scale and expected scale increases set by City leadership. If discussions are warranted, the Union will submit a proposal for wage and benefit changes to the Fire Chief for discussions before budgeting is due for the next physical year.

SECTION 7.02: OVERTIME

Overtime is defined as any hours worked by an Employee beyond their normal scheduled 56-hour duty week. Two times the Employee normal hourly rate shall be paid for overtime hours worked on Sundays and City observed holidays regardless of having off hours in that work pay period. Duty time exchanged by Employees is considered scheduled work hours and not subject to overtime.

Minimum Staffing Overtime: When necessary, off-duty employees will be called in to work overtime for the purpose of maintaining minimum staffing levels. In these cases, the intent is to fairly distribute such overtime opportunities to all eligible and appropriate personnel. For this purpose, an overtime list shall be maintained by the chiefs which tracks overtime worked by each Employee. Specific guidelines for issuing all overtime will be outlined in department policy. It is further agreed by both Union and management that management reserves the final decision when issuing overtime. This does not dismiss that all efforts to fairly distribute overtime shall be made given the circumstances.

Incident Recall Overtime:

When necessary, off-duty employees may be recalled to work in the event of working incidents that result in the commitment of all on-duty personnel, or specialized incidents that require off-duty personnel with specialized training. In these cases, the intent is to get the closest appropriate available personnel into the stations as quickly as possible.

Scheduled Overtime:

When necessary, off-duty employees may need to report to work a designated activity such as training, meeting attendance, or special details or events. In these cases, the intent is to simply notify the affected employees of the need in a timely manner.

Half-time Overtime:

Each Employee working a 56-hour duty schedule (resulting in 192 hours in a 24-day work cycle) will receive ten (10) hours of additional half-time pay for the difference between 192 hours scheduled and the 182 hour threshold outlined in FLSA.

Overtime Minimums:

An Employee who is called in to work hours not scheduled shall be guaranteed a minimum of two (2) hours overtime. An Employee who voluntarily reports for department scheduled overtime (meetings, training, special events, etc.) shall be guaranteed a minimum of one (1) hour of overtime. This includes attending Administration approved meetings via zoom or phone.

An Employee who works additional hours due to responses to emergency calls, before or after, but in continuation with their scheduled work hours shall not be guaranteed any minimum number of hours and shall be paid overtime only for their extra hours worked.

Employees working overtime for minimum shift coverage or scheduled overtime will be paid from the time they arrive for duty until the time they are released by a chief officer. Employees working overtime for incident recall will be paid from the time they arrive at the station until the time they are released by a chief officer. Employees accepting overtime will report for duty as soon as possible, without delay.

SECTION 7.03: PARAMEDIC PAY / A-EMT

The City and Union agree that employees who obtain, practice, and maintain an EMT-P or an A-EMT license, and whose positions are not currently reflected on a salary schedule, shall be eligible to be compensated with a one-time additional pay scale step bump of current annual base salary compensation once certification is obtained and approved in budget.

For certification from the Missouri Department of Health and Senior Services, Bureau of Emergency Medical Services for an EMT-Paramedic and A-EMT License.

1. One-time additional pay scale step bump is figured on top of the Employee's base pay on the established payscale.
2. Employees may gain and lose this pay based on obtaining and maintaining eligibility.
3. It is the Employee's responsibility to keep their certification current and to make sure the Human Resources Office has a copy of the current certificate. Additional pay will not be paid retroactive due to certifications being turned in late.

SECTION 7.04: OUT OF RANK PAY / HSRT MEMBER PAY

When a member steps into the role of a Lieutenant, Captain or Duty Officer their job duties change with increased responsibility. This also goes for Lieutenant filling in as a Captain. Specialty pay when filling in for these roles, for a minimum of 8 hours, will earn a minimum \$2.00 hr. increase on their base hourly salary as an out of rank pay for their hours worked out of rank.

Homeland Security Rescue Team Specialty Pay:

A member assigned to the Homeland Security Rescue Team shall receive specialty pay provided the member remains in good standing with the team. Good standing is defined by meeting attendance, performance, and qualification standards as established by Command Staff. Specialty pay is contingent upon maintaining eligibility and may be awarded or revoked based on the member's compliance with these requirements.

SECTION 7.05: PAID HOLIDAYS

Due to the nature of twenty-four (24) hour duty assignments, Firefighter personnel are required to work on designated holidays. Accordingly, such personnel shall receive additional compensation in recognition of both the holiday and the associated personal day. Holiday compensation shall be governed by and administered in accordance with the holiday pay provisions set forth in the City's Manual.

SECTION 7.06: PENSION AND RETIREMENT

The City will provide a defined benefit pension plan (LAGERS) for uniformed public safety employees as outlined in the City Policy Manual. The City will pay the total normal cost of the pension as prescribed annually by the designated actuary.

SECTION 7.07: HEALTH, DENTAL, AND VISION INSURANCE

The City will provide group health insurance for all regular and temporary full time employees at no cost to the employee. The members of the CBA would like the City to offer plans that will not limit the choice of what hospital they can use.

Employees desiring additional coverage for their spouse and/or dependent children may purchase it through bi-weekly payroll deductions.

Employees may opt to purchase vision and dental insurance coverage through payroll deductions. Details of those benefit levels are provided online through the insurance carrier or employees may contact Human Resources.

SECTION 7.08: LIFE INSURANCE

All full-time employees will be covered by a life insurance policy provided by the City of Jackson through the City approved insurance carrier. The policy also provides a double indemnity accidental death and dismemberment (AD&D) policy for each regular full-time employee. The amount and terms of coverage may change annually. Coverage is

effective on the first day of the month following thirty (30) consecutive days of employment with the City.

SECTION 7.09: EMPLOYEE ASSISTANCE PROGRAM

Both the City and the Union agree that the City provides an Employee Assistance Program (EAP) to eligible employees. These benefits are subject to the provisions of the City's designated provider EAP Agreement.

If budget and schedules allow, the City agrees to pay for work hours missed and allow time off for up to two (2) members annually selected by the Union and administration to attend IAFF Peer Counseling Training.

SECTION 7.10: EDUCATION AND PROFESSIONAL DEVELOPMENT

The City and Union agree that it is mutually beneficial to the City, the individual Employees, and ultimately the citizens we serve, for the Employees to support and receive advanced training, education, and certifications, beyond the minimum requirements for the job position held. While the City and the citizens benefit from a more knowledgeable and skilled workforce, the Employee benefits through the opportunity to advance themselves professionally and personally. Therefore, there are shared responsibilities associated with education and professional development.

Mandatory Training Requirements: The City shall pay for all training classes deemed mandatory by the Employer for a member's assigned position. Such payment shall include registration fees, reasonable lodging, reasonable travel expenses, and the daily per diem in accordance with City policy. Members who attend mandatory training while off duty shall be compensated for all required classroom and instructional time at the appropriate rate, and the City shall provide shift coverage, as necessary, for on-duty time spent in such training.

If a member fails to maintain certifications previously paid for by the City, the City shall not be required to compensate the member for the cost of obtaining the same certification again.

The City agrees to seek opportunities and offer training classes in-house at reduced or no-cost to the Employee that leads to advanced certifications deemed beneficial to the mission of the Fire Department and aides with Continuing Education Units (CEUs) required to maintain such certifications. Voluntary attendance to such training will not be subject to any overtime.

CEU Trainings: The City agrees to assist Employees receive CEU training necessary to maintain advanced certifications, and attend outside training courses and professional conferences, including paying registration fees, reasonable lodging, reasonable travel expenses and daily per diem allowed by City Policy. In the event a staff vehicle is available, Employees may be approved to use the vehicle for travel. No overtime will be paid for off-duty time spent in such training. Written requests for such training will be made by the Employee and subject to approval of the Fire Chief, or a designee. Such approval will be based on availability of funding, needs of the Department, participation of the Employee in activity related to the certification, and the ability to obtain national/state certification. Denial of a written request for such training must have a reason for denial returned to the requester.

The Union agrees its members will attend and fully participate in any training they are provided, representing both the City and the Union in a positive, professional manner; and, that their members will utilize their training and certifications, as assigned, to advance the mission of the Fire Department.

Members may request tuition reimbursement following the established guideline in the city manual and must abide by city contracts if agreed upon equally by both parties.

SECTION 7.11: UNIFORMS & CLOTHING ALLOWANCE

Each covered Employee shall receive a clothing allowance covered at the departments cost in the amount and under the conditions as follows:

1. Clothing allowance allotted per Employee can be used for any item pertaining to uniform apparel or items needed for day to day job duties, including but not limited to:
 - a. Short sleeve shirts - 4
 - b. Long sleeve shirts - 4
 - c. Polos - 3
 - d. Duty Pants - 4
 - e. Dress Pants - 1
 - f. Duty shorts - 1
 - g. Duty boots - 1
 - h. Belts - 1
 - i. Hats - 2
 - j. Winter Coat - 1
 - k. High-Vis Winter Coat - 1
 - l. Job Shirts - 2
 - m. Sock Cap - 1
 - n. Tie - 1
 - o. Class A jacket, dress shoes and dress hat for rank of Captain - 1
 - p. Safety Clear Glasses - 2

q. Safety Sun Glasses - 2

2. A new employee shall be entitled to place a full uniform order upon employment.
3. A uniform committee shall determine the City's uniform recommendations, approved by the Fire Chief.
4. The City will endeavor to purchase union produced apparel whenever feasible.
5. The Union will assist the City in policing its ranks to make sure that all members' uniforms are always neat, clean and in good presentable condition every duty day.
6. From Memorial Day through Labor Day, members shall be afforded the opportunity to wear department-approved uniform shorts for designated events, public education activities, specialized work sessions, and public relations functions, provided such wear complies with uniform guidelines established by the Administration in consultation with the Joint Labor-Management (JLM) Committee.
7. Uniforms shall be ordered annually and be able to order uniforms no later than August 1st.
8. Duty Boots with toe protection and protective insoles.
9. Specialty uniforms needed for HSRT Team members, Special Event Shirts or any additions will be covered by the City and provided when needed or requested when reasonable.
10. Damaged, destroyed or contaminated uniforms caused during on duty wear will be replaced and covered by the City after being returned to Administration.

ARTICLE 8 – LEAVE AND EARNED TIME OFF

SECTION 8.01: SICK LEAVE / EMERGENCY LEAVE

The City will provide sick/emergency leave to all regular and temporary full-time employees at their regular pay. Details and monthly accrual rates are outlined in the City Policy Manual.

An employee requesting sick leave should do so as soon as possible. Employees must request sick leave authorization through their assigned chain of command, as well as administration notification.

Employees must keep the administration informed of their ability to work if their absence is for more than one (1) day.

The City will recognize and acknowledge that Jackson Fire Rescue employees typically work shifts of 24 hours. Therefore hours of sick leave will be adjusted accordingly so that one sick day allows for a full 24 hour shift and not as an 8 hour work day.

Employees may be required to submit a doctor's certificate for any hours missed. An employee shall personally ensure all doctor excuses and medical records are submitted directly to fire administration. Employees have 48 hours unexcused sick time.

Employees returning to work from sick leave will conform to the City Policy Manual for Return to Work Medical and Fitness Evaluations.

Employees shall be granted emergency leave immediately following notification and approval of the administration.

SECTION 8.02: COMPASSION LEAVE

A regular full-time employee who has a member of their immediate family taken by death shall receive up to three days off with pay, per occurrence, as bereavement leave to arrange and/or attend funeral activities. Regular part-time and temporary employees will be entitled to bereavement leave without pay. Bereavement Leave will not extend beyond the date of interment. Leave, not to exceed four hours, may be granted to employees to attend the funeral of a City employee, retired City employee, or other relative not specified as "immediate family". "Immediate family" shall be defined as spouse, mother, father, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Details and definitions on covered family members are outlined in the City Policy Manual.

An employee requesting compassion leave should do so as soon as possible.

Employees must request compassion leave authorization through their assigned Captain or other designated person. Employees must keep their administration informed of their ability to work if their absence is for more than one (1) shift.

SECTION 8.03: VACATION LEAVE

The City will provide vacation leave to all regular and temporary full-time employees at their regular pay. Details are outlined in the City Policy Manual.

Fire Administration will provide crew assignments, available vacation lists per crew, and individual vacation accrual totals prior to the announced vacation selection dates.

It is agreed that the Fire Chief, with input from the Union will develop and implement a Vacation Selection Policy and related procedures, with the stated purpose to ensure fair

and appropriate selection and use of accrued vacation time while balancing the needs of minimum staffing. The policy shall address all issues related to vacation selection and use created by the unique work schedule and staffing requirements of the Fire Department.

Employees assigned to a forty-hour per week work schedule will make vacation requests through their immediate supervisor as soon as practical.

Employees may carry over vacation time into the following year. For employees who accrue vacation on a calendar year basis, carryover applies to the next calendar year. For employees who accrue vacation based on their year of employment, carry over applies to their next employment year. Carry over requires prior approval from Administration.

SECTION 8.04: PREGNANCY/MATERNITY LEAVE

1. The Employer will offer non-hazardous duty for pregnancy from the time the pregnant employee provides written notification. The pregnant employee will be on non-hazardous duty from the time of acceptance of such duty until maternity leave begins.
2. Non-hazardous duty shall mean an assignment within the City in which the pregnant employee will not be exposed to bloodborne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor.
3. Acceptance of non-hazardous duty shall not result in a reduction in pay, an adverse effect on time in service, or ability to promote.
4. Following the birth, the City will allow the employee time to bond with their child and assist with childcare, pursuant to City policy.

ARTICLE 9 – CONDITIONS OF THE AGREEMENT

SECTION 9.01: GRIEVANCES

The Union and employees retain the right to grieve violations of this Agreement. All grievances shall be processed consistent with Just Cause and Due Process.

In defining just cause under the terms of this contract, the following points should be considered:

- The employee was given clear rules and expectations.
- The employer conducted a fair, objective investigation before issuing discipline.
- The investigation found credible evidence that the employee actually committed the alleged misconduct.
- Rules were applied consistently to everyone.
- The level of discipline was reasonable and proportionate to the offense.

- The employee had an opportunity to respond to the allegations.
- The employer considered any mitigating factors (such as length of service, past performance, and context).

SECTION 9.02: IMPASSE RESOLUTION

In the event of bargaining impasse, the parties shall proceed to mediation. If unresolved, the dispute shall be submitted to final and binding arbitration through a mutually agreed neutral arbitrator.

SECTION 9.03: TERM

This Agreement shall be effective for a term of three (3) years from execution.

1. Notwithstanding the three (3) year term of this Agreement, the City of Jackson and Local 1084 shall annually review and discuss minimum staffing levels and the number of members on duty, including consideration of any proposed changes.

SECTION 9.04: EVERGREEN CLAUSE

Upon expiration, this Agreement shall remain in full force and effect until a successor agreement is reached or lawful impasse procedures are concluded.

SECTION 9.05: SAVINGS AND SEVERABILITY

If any provision of this Agreement is found to be unlawful, the remainder shall remain in full force and effect.

SECTION 9.06: RATIFICATION

This Agreement shall be subject to ratification by the Union membership and approval by the City.

Shop Steward

Department Rep.

Local President

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the City of Jackson.

Mayor

Fire Chief

Human Resource Manager

Extra

Effective August 25, 2023 by majority vote held by the State Board of Mediation of the International Association of Firefighters (IAFF), the Department of Jackson Fire Rescue is officially recognized as a Collective Bargaining Unit of the Local 1084 IAFF Union.

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 1978, as amended, and, limited to those requirements contained therein, the City agrees to recognize.