

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF REPUBLIC, MISSOURI



AND

**SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS
LOCAL 152**

**THE BARGAINING UNIT OF THE
REPUBLIC FIRE DEPARTMENT**



EFFECTIVE DATE: FEBRUARY 2, 2021

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PREAMBLE

This Collective Bargaining Agreement (“CBA”) is made to set forth the results of discussions between the City of Republic, Missouri, a Charter City and political subdivision of the State of Missouri, hereinafter referred to as “the City”, and the Bargaining Unit of the Republic Fire Department shop of the Southern Missouri Professional Fire Fighters Local 152, hereinafter referred to as “the Union.”

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City, the Union, and the City’s fire department employees covered by this Agreement (“Employees”); to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment. Unless specifically stated herein that a Section modifies or amends any Administrative Policy, Employee Handbook, Resolution, or Ordinance of the City, the Administrative Policy, Employee Handbook, Resolution, or Ordinance controls. Nothing contained in this Agreement shall modify any provisions of the City Charter.

ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS

SECTION 1.01 - JOINT LABOR-MANAGEMENT COMMITTEE

Also known as the DEPARTMENT RELATIONS COMMITTEE

There shall be a Department Relations Committee (DRC) consisting of at a minimum the Fire Chief, Shop Steward, the City Administrator or designee, and an equal number of elected Shop Officers and FD Officers. The DRC shall:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least quarterly to discuss all matters of mutual concern, including but not limited to all budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and processes that lead to the testing criteria of vacancies such as promotional processes. An agenda for DRC meetings shall be agreed upon in advance whenever possible and presented to each party within three business days prior to the agreed upon meeting date;
2. Review and analyze all reports of work-related accidents, deaths, illnesses (with the written consent of the Employee), and injuries (with the written consent of the Employee). Conduct detailed investigations of each accident, death, or injury to determine fundamental cause. Make written recommendations to modify and add fire department rules and procedures to further promote the avoidance of such incidents in the future;
3. The goal of DRC is to promote open communication and discussion, but in no way, shall impede management rights. Agreements may be reached which shall neither violate nor

- amend this CBA, City policies or the City Charter, and which do not impinge on authority vested in others; however, agreement on the resolution of DRC items shall not be required.
4. The DRC shall appoint members to serve as committee representatives on the following committees which shall meet as needed and make recommendations to the DRC only related to the fire department:
 1. Safety, health, wellness, and working conditions Committee
 2. Apparatus Committee
 3. Standard Operating Guidelines (SOG), Training, and Education Committee
 5. The DRC shall not have the ability to amend or alter this Agreement, or any other type of rule for the City, the Union, or Employees.

SECTION 1.02 - CLASSIFICATION OF BARGAINING REPRESENTATIVE

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 2016, as amended, and, limited to those requirements contained therein, the City hereby recognizes the Union as the exclusive bargaining representative in the unit as follows:

Bargaining Unit: For an appropriate unit consisting of full-time Employees (Firefighters, Engineers, Lieutenants, Fire Captains) of the Republic, Missouri Fire Department, but specifically excluding, Deputy Chiefs, Assistant Chiefs, and the Fire Chief.

The Union reserves the right to petition for other fire positions or future fire positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City pursuant to any applicable City Ordinance in effect. If recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.

SECTION 1.04 - PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS

Dues

The City shall deduct from the wages of each Employee's first two monthly paychecks, as determined by the City's pay schedule, who has authorized such deduction in writing, the Union dues, in a specific dollar amount, for that month in an amount certified in writing by the Union and the Employee as the specific dollar amount of dues in effect. All amounts deducted for monthly dues, initiation fees, and assessments shall be mailed to the Union's address within thirty (30) days.

Except for initial written certification of the amount of the monthly dues and the amount of the initiation fee, the Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee prior to the effective date(s) of same. The Union shall also provide written certification of any assessment prior to the effective date(s) of same.

Insurance

Qualified Employees pursuant to the City's Employee Handbook shall be entitled to apply for any group medical plan offered by the City at the same rates and terms as any other City Employee.

PAC

In addition to the foregoing deduction, the City shall deduct biweekly a PAC fund contribution. This shall be consistent with the form in [Appendix A](#).

Roster

The Union shall provide the City, monthly, an up-to-date list of its members with deductions.

Indemnification

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, and actions taken by the City, pursuant to the provisions of this Section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

Retirement:

Employees who are eligible, shall be entitled to the Missouri Local Government Employees Retirement System ("LAGERS") as any other City employee at the same contribution level as other City employees.

Should the City obtain additional retirement benefits, union members will receive the same contribution level as other City employees.

SECTION 1.05 - UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS

A Republic Fire Department Employee elected to the position of the Union President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the Employee's leave time balances to attend Union meetings for the Republic shops, Executive Board meetings for the Republic shop, DRC meetings with the Republic Fire Department, scheduled meetings between the Union and City of Republic Management and/or Fire Administration, and to meet with a firefighter and/or immediate family members of a Republic Firefighter during the first 24 hours of a serious on-duty injury or line of duty death. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Republic Fire Department Employee elected to the position of the Union Secretary-Treasurer shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the Employee's leave time balances to attend Union meetings for the Republic shop, Executive Board meetings for the Republic shop, DRC meetings with the Republic Fire Department, and scheduled meetings between the Union and City of Republic Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

Republic Fire Department Employees elected or appointed to the positions of Vice President, District Vice President and/or a member of the CBA negotiating team shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count

against the Employees' leave time balances for all meetings which are mutually set by the City of Republic and the Union, and for attending scheduled Union-Management committee meetings, referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members.

Republic Fire Department Employees elected or appointed to the position of Shop Steward shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the Employees' leave time balances for attending scheduled Union-Management committee meetings, executive board meetings and shop meetings referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members. Employees working in an Out of Title capacity are not eligible to attend.

Said Employees shall notify their assigned supervisor of the need to be absent from duty at least 24 hours prior to its occurrence. Exceptions of less than 24 hours' notice must be approved by the Fire Chief or his/her designee.

Once per year (or under special circumstances under the approval of the Fire Chief), the Union shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Union elections. The Union shall be permitted to hold Union meetings in the Fire Stations with on-duty staff allowed to attend so long as it does not interfere with or distract from normal daily operations. Dates shall be mutually agreed upon seven (7) days in advance with the Fire Chief.

All Union officers shall be permitted to engage in reasonable Union-related telephone conversations and answer and send emails on their personal devices while on duty, as long as those actions do not interfere with or distract from the normal daily operation of the Fire Department.

The City shall furnish a bulletin board and provide space for it in designated non-public locations in each fire station for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. With the exception of fire stations used as polling places (where signage will be permitted on Election Day as permitted by law) no political campaign material is permitted at the Fire Stations, including on the bulletin boards.

SECTION 1.06 - DISCRIMINATION

The City shall not discharge or discriminate against, directly or indirectly, by intimidation or coercion, compel or attempt to compel any such Employee to join or refrain from joining the Union. There shall be no discrimination, or interference against any Employee for his or her activity or inactivity, on behalf of or membership in the Union. Anyone eligible for membership in the Union shall not be refused membership or, upon acceptance, be discriminated against because of race, color, creed, national origin, gender, sexual orientation, or by reason of disability.

SECTION 1.07 - UNION REPRESENTATION

Weingarten Rights

During an investigatory interview or any other meeting where a member Employee of the bargaining unit feels disciplinary action against said Employee or a fellow Employee could result, the Employee shall have the right to exercise Interview Rights as follows:

1. The Employee must make a clear request for Union representation before or during the interview. The Employee cannot be punished for making this request.
2. After the Employee makes the request, the City or its representative must choose from among three options:
 1. Grant the request and delay questioning until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the Employee.
 2. Deny the request and end the interview immediately; or
 3. Give the Employee a clear choice between having the interview without representation, or ending the interview.
3. If the City or its representative denies the request for Union representation, and continues to ask questions, the Employee has a right to refuse to answer. The employer may not discipline the Employee for such a refusal.

If the Employee is to have legal representation (who will only be permitted to act as an observer) during any meeting with the City, the Employee shall inform the City of this decision at least 24 hours before the meeting.

Garrity Warning

For the purpose of questioning a bargaining unit member Employee to obtain information which will assist in the determination of whether disciplinary action is warranted and where the Employee's direct or indirect actions or failure to act could lead to criminal proceedings, an Employee may make a written request for a Garrity Warning. The Employee, once given a Garrity Warning, shall answer the questions directed towards them in the matter. The City shall have the right to discipline the Employee for refusing to answer the questions.

During the course of the questioning or meeting in which a Garrity Warning is given, even if the Employee discloses information which indicates that he or she may be guilty of criminal conduct in the matter, unless the information was disclosed in a public forum or is otherwise required to be disclosed by process of law or court order, neither the self-incriminating statements nor the fruits thereof, shall be used against the Employee in any criminal proceeding.

SECTION 1.08 - DISPLAY OF UNION INSIGNIA

The IAFF Maltese Cross insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform.

The IAFF Maltese Cross insignia may only be worn or displayed as follows:

1. Class A, B, and C Dress Shirts – Small red and gold IAFF Maltese Cross worn approximately one inch above the name tag, if the Union Employee chooses to do so;
2. Firefighting Helmet – Small (approximately 2"x2") decal to be placed on back brim, if the Union Employee chooses to do so;
3. Apparatus – No more than 2 IAFF decals (approximately 3" x 3") placed on windows, one on either side of the engines, trucks, rescues, and staff vehicles that have a Union member assigned to that vehicle. Chief officer apparatus and staff vehicles assigned to non-Union members would be exempt;

4. Picture Boards - The insignia (approximately 3"x3") shall appear on each picture board; and
5. Plaques and Certificates - Shall be displayed tastefully in fire stations at the Fire Chief's discretion;
6. Breast Cancer Awareness - Pink shirts worn during October each year for breast cancer awareness and fundraising shall display the Union insignia and can be worn by Union and non-Union members.

The IAFF Local 152 insignia or the IAFF insignia may be displayed on the left sleeve on uniform T-shirts at the Employee's discretion and with the approval of the Fire Chief.

SECTION 1.09 - POLITICAL ACTIVITY

The Employees shall comply with Federal and State laws and unless otherwise superseded by law, current administrative policy and all provisions of the City Charter, regarding political activity.

SECTION 1.10 - RESIDENCY

The City shall not impose residency requirements for Employees within the bargaining unit of the Union.

SECTION 1.11 – PERSONNEL POLICY CHANGES THAT EFFECT BARGAINING

The City policies for the City of Republic, and as may be amended from time to time, control and will remain in force and effect. Should the City's policies be changed that impact this Section, the City agrees to give the Union 30 days written notice unless the change is initiated by the City Council then the City shall give the Union notification within 3 business days after it learns of this Council initiated change.

SECTION 1.12 - IMPACT BARGAINING

If the City makes changes under the discretion of Management Rights, the City will provide the Union with 30 days' advance notice.

Upon written request from the Union, the City will bargain with the Union over the impact of the change on the wages, benefits, and other terms and conditions of employment for Employees in the bargaining unit.

Upon receipt of such notice, the Union may request additional information.

Failure to request bargaining within 14 days after notification shall result in a determination that the Union has waived its right to negotiate over the impact of the changes.

ARTICLE 2 – WORKING CONDITIONS

SECTION 2.01 - PREVAILING RIGHTS

All Employees shall have the same rights to all appropriate health, safety, and welfare rights as any other City employee under the Employee Handbook with the understanding that fire Employees work a 24-hour

shift and as such, the fire house is similar to a house which requires certain extra amenities usually not found in other City departments. The City agrees to keep all current amenities in place at the time this Agreement is entered into and in good working condition and to replace obsolete equipment at equal or better quality as determined by the City.

While it is impossible to define and codify every possible right currently afforded to Employees, the following is a partial list that shall serve as a framework and definition of those issues covered by this section:

1. Employees may use non-emergency telephones for personal local calls, Departmental computers and public Wi-Fi, for personal use, subject to network bandwidth limits as deemed necessary by the City for the City to conduct official business, provided such use is in compliance with the City's policy as applied to all other City employees: The City of Republic has implemented wireless network configuration policy using Quality of Service protocols to ensure the Fire Department and its employees receive priority access to City Network bandwidth. This means in the event of reduced available bandwidth from our provider, or other internal limitations, the Fire Department devices will be placed at a higher priority to receive a higher minimum percentage of available bandwidth. Additionally, continual efforts will be made to improve Wi-Fi speed and reliability.
2. Each station shall have at least one bunker gear locker for each Employee, and shall have at least one locker in the bunk room for each Employee (to store uniforms, bedding, hygiene items, personal items, etc.);
3. At each fire station the City shall provide fitness equipment consisting of at least one treadmill, one rowing machine, one bench press with bar and weights, one set of kettlebells, and dumbbells ranging from ten (10) pounds to sixty (60) pounds in five (5) pound increments (Or as mutually agreed to during the DRC process), to allow all members on duty to exercise during the defined exercise time period;
4. In the bathrooms the City shall provide toilet paper, soap, paper towels, toilets, sinks, towel racks, showers, and shower curtains/doors. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place. Reasonable accommodations will be made for male and female Employees;
5. City shall provide suitable parking spaces at no charge to the Employees. The parking area is to have adequate lighting;
6. City shall provide transportation for on-duty Fire Department business and daily grocery shopping for on-duty meal preparation;
7. Employees may eat meals and prepare them at customary times when it does not interfere with the provision of Fire Department emergency services. Employees shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department activities;
8. After 5:00 pm on Monday through Saturday, on Sundays, and Holidays designated by the City in the City policies, Employees may be allowed personal visitors at the firehouse (except in the bunk rooms) for up to 90 minutes (prior to 5:00 pm on Monday through Saturday it is 30 minutes), provided the visitors do not interfere with departmental activities. In no case will visitors be allowed in the station past 9:00 pm. Visits of longer duration may be approved by the on-duty Lieutenant or Captain on a case-by-case basis;
9. After daily work duties are done on Monday through Saturday, on Sundays, and Holidays designated by the City in the City policies, Employees may use the day room and television, prepare and eat meals, sleep in bunk rooms only, work on individual interests, exercise, use personal computers and other electronic devices, read, or work on other non-defined

personal projects, so long as it does not interfere with Fire Department activities and does not violate other City rules;

10. City shall furnish all badges, name tags, and collar brass. All the above items shall be replaced as needed except in cases of negligence or deliberate destruction. An Employee shall surrender his or her badge, name tags, and collar brass upon termination,
11. Employees shall be provided training in the use of standard fire department and emergency medical equipment. The introduction of a totally new device, equipment, or procedures shall not be done until training has been provided and the Lieutenant and/or Captain feels staff is adequately trained under their command;
12. E.A.P. shall be provided to Employees by the City within the current E.A.P as provided by the City to all other City employees.;
13. For Employees in the operations division, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, particulate hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any turnout gear. Turnout coats, pants, and suspenders shall be replaced, regardless of wear, at least every six (6) years. The replaced gear, if still considered safe, shall become the Employee's back-up gear. Once the coat and pants are ten (10) years old, they shall be retired. Each fire station shall be furnished with an extraction washer;
14. The Employer shall not cause a loss of base pay due to a transfer required by the Employer;
15. Due to the result of a mandatory transfer, the Employee shall be guaranteed leave time up to either two calendar days before or two calendar days after any leave previously scheduled before the transfer, unless the Employee decides to waive the leave time;
16. An Employee may accept outside employment in accordance with the City's Employee Handbook . Approval of outside employment shall not be unreasonably withheld;
17. Employees shall have access to view their personnel file in the office of Human Resources during said office's normal business hours;
18. The Fire Department personnel shall be allowed to operate in accordance with National and/or State licensure. Any changes to medical requirements are subject to negotiation.

SECTION 2.02 - HOURS OF DUTY

Operations Division Employees

The hours of duty for each operations division Employee shall begin at 7:00 A.M. Each shift shall be on duty twenty-four (24) hours. All Employees shall be ready to work at 7:00 A.M., in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three (3)-platoon twenty-four (24)-hour shift schedule. The shift rotation is as follows: A, B, and C. The Daily Work Schedule within the Policy and Procedure Manual in effect at the date this Agreement is memorialized, unless otherwise modified through the DRC process shall govern daily activities.

Shift Employees in the operations division may be relieved in a reasonable time prior to the end of their shift by the oncoming shift Employee; however, the oncoming shift Employee shall not be entitled to compensation for voluntarily relieving the off-going Employee early. When these reliefs occur, they are considered substitution or time-trading and recognized as de minimis by FLSA rules, and shall not require paperwork or prior supervisory approval.

Administrative Detail Employees

Employees assigned to administrative detail, for example, in a modified duty, shall work a 40-hour week. The 7k exemption shall not apply to Employees assigned to administrative detail, and these Employees shall be non-exempt Employees eligible for overtime or comp time if required to work beyond 40 hours in a week.

Employees assigned to administrative detail and on a 40-hour work week may be assigned to work 10-hours per day, 4 days per week; or assigned to work 8-hour days, 5 days per week. These workdays shall generally be between Monday and Friday. Normal work hours will generally begin as early as 7:00 A.M. and end as late as 6:00 P.M. The City reserves the right to occasionally schedule outside the normal work schedule when departmental operations require, such as a Training Captain conducting the required multi-company night drills. Personnel assigned to administrative detail may be given an unpaid lunch period of no less than 30 minutes and no more than 60 minutes and shall be given paid rest periods of 15 minutes every 2 hours.

The City shall not assign a Firefighter, Equipment Operator, or Fire Captain to administrative detail on a 40-hour week unless:

1. The Employee is placed on modified-duty due to a work-related illness or injury;
2. The Employee and Fire Administration mutually agree on the reassignment;
3. The Employee is reassigned pending an investigation and possible pre-disciplinary process;
4. The Employee is reassigned as part of a disciplinary process; or
5. The Employee is reassigned to attend mandatory training in order to meet his or her job description.

Employer shall not cause a loss of base pay due to a transfer required by the employer.

Due to the result of a mandatory transfer, the Employee shall be guaranteed leave time up to either two calendar days before or two calendar days after any leave previously scheduled before the transfer.

SECTION 2.03 - PERSONNEL REDUCTION

In the event that economic circumstances require the City to consider a reduction in personnel, the City shall notify the Union in writing at least 90 days prior to such time as said layoff may occur. Upon receipt of said notification, the City and the Union shall promptly meet with the express intent to reach an agreement to avoid or minimize a layoff or reduction in force. If an agreement cannot be reached and a layoff is required, the following process will be followed:

For purposes of selecting the order of layoffs, if no agreement is reached, seniority in the Fire Department shall be the sole determining factor with layoffs beginning with the least-tenured department Employee.

In the event that an agreement regarding the implementation of layoffs cannot be reached between the Union and the City, and if a Department Employee is selected to be displaced by a layoff, the City shall give the Employee the opportunity to fill a vacant position in accordance with the following rules:

1. If a vacancy of the same job classification exists in the Fire department, the Employee shall assume that position or be laid off. If one or more Employees are eligible for its position, the vacancy shall be filled by the Employee having the greatest departmental seniority.

2. If no vacancy in the same job classification exists in the Fire Department, the displaced Employee has the option of filling a vacancy in a lower-graded position in the Fire Department, provided the Employee agrees to meet the minimum requirements established for the position within twelve (12) months of accepting the reassignment. If the Employee fails to meet the minimum requirements after twelve months, they will immediately be laid off with no recall provisions. If one or more Employees are eligible for the position, the vacancy shall be filled by the Employee having the greatest departmental seniority.
3. If no vacancy in the same job classification exists and the displaced Employee chooses to not fill a vacancy in a lower-graded position, then the displaced Employee may bump into a lower-graded position, within the Fire Department, which he or she previously held; provided, however, such displaced Employee shall be qualified for that position and has greater departmental seniority than the Employee having the least departmental seniority in that job classification.
4. Any Employee bumped by Paragraph (3) above shall have the right to bump into a lower-graded position in the Fire Department, which he or she previously held if a vacancy exists; provided, however, such displaced Employee shall be qualified for that position and has greater departmental seniority than the Employee having the least departmental seniority in that job classification.

Recall of Personnel from Force Reduction

A laid off Employee shall be placed on a recall list for a period not to exceed one year. In order to maintain certifications, the City shall provide, at the City's expense, the required training for Employees who have been laid off. Additionally, the City will hold the position of the laid off Employee while training is being obtained to fulfill or reinstate certification requirements. The training requirements must be fulfilled within six (6) months of reinstatement. Extensions to obtain the necessary training requirements must be approved by the Fire Chief and will only be allowed for extenuating circumstances and/or training availability. If there is a recall, Employees who are still on the recall list shall be recalled in order of the highest departmental seniority who are qualified for the job classification, which is subject to the recall, and if returned to the same job classification, placed at the step and level of benefits which they had held at the time of their layoff. Employees must be qualified to perform the work, at the time of recall as existed at the time of layoff, without further training, in the job classification to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice, prior to their first scheduled shift day. Notice of recall shall be sent to the Employee via certified mail, to the Employee's last address on file, with a copy of the notice being sent via mail to the Union. The recalled Employee must notify the Fire Chief in writing, within three (3) days of receipt of the recall notice of his or her intent to return to work. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, with return receipt requested, to the address provided by the Employee. It is the obligation and responsibility of the Employee to provide the City's Human Resources department with his or her current mailing address. The City shall withdraw the Employees' recall notice and remove the Employee from the recall list, if no response is provided after three (3) days from their receipt of the certified mail or after the US Postal Services exhausts their last attempt to deliver the certified mail.

An Employee, who is recalled from layoff prior to one year from layoff, will not be required to complete a probationary period upon recall or pass the new hire physical ability test.

SECTION 2.04 - PROMOTIONS AND HIRING

The Parties agree to conform and comply with the promotional policies that are currently in place.

Temporary Vacancies

The Fire Department shall fill temporary vacancies in the position of Fire Engineer, Lieutenant, Fire Captain and Battalion Chief with Out-Of-Title personnel.

The Fire Department shall not fill temporary or permanent vacancies in the position of Firefighter with non-Republic Fire Department personnel.

SECTION 2.05 - PERSONNEL TRANSFERS

For the purpose of this Section, a transfer is an official move of an Employee's work assignment requiring paperwork to be sent to, and signed off by, the Human Resources Department. It does not include the daily arrangement of staffing of a temporary nature to ensure adequate staffing levels.

It is the express intent of this Section to put in place a process that significantly limits the annual number of involuntary transfers, with the stated goal of this Section to maintain an annual number of total involuntary transfers of Employees with more than four years' continuous service with the Fire Department to less than 5% of the workforce. For the purpose of this section, an "involuntary transfer" will be defined as the rotation of non-probationary personnel for reasons other than request, promotion, or demotion of that Employee. This is not subject to the grievance/arbitration procedure.

With the exceptions found in this Article, transfer decisions are a management right. Prior to management making transfers (including when a position becomes vacant), an email notification will be sent to all Employees notifying them that transfer(s) are under consideration. Employees may make a written request through their chain of command to transfer to a different shift, station, where they would continue to operate in the same job classification. The request will only be considered for that posting. In extenuating circumstances, management may make transfers without the required notification of all members, but only after notifying the Union that it will be occurring. All transfers will be based upon departmental needs, such as:

1. Balancing the number of personnel at each station and on each shift due to retirements, resignations, promotions, or transfers.
2. Address personnel issues, including disciplinary action.
3. By request of an Employee.
4. Making promotions, demotions, and lateral transfers.
5. Opening, closing, relocating fire stations.

Limitations

1. Upon request, the Employer will provide its reasons for a transfer decision.
2. Transfers will not be made for retaliatory or discriminatory reasons.
3. Seniority will be one of the factors that the Employer takes into account in making transfer decisions.
4. In the event that an Employee with more than four years' continuous service with the Fire Department will be transferred involuntarily, the merits of the transfer must be reviewed by the Fire Chief and Union President. This is not subject to the grievance / arbitration procedure.

5. Employee preference will be one of the factors that the employer takes into account when making transfer decisions.

Lateral Transfers and Voluntary Demotions

All lateral transfers and voluntary demotions will comply with City policies.

SECTION 2.06 - DISPUTE RESOLUTION AND GRIEVANCE APPEAL PROCEDURE

Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any Employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning demotion, suspension, loss of base pay, or discharge are addressed separately in "DISCIPLINARY APPEAL PROCEDURE" below and are not subject to the arbitration procedure. Grievances concerning written or oral reprimands that do not result in demotion, suspension, loss of base pay, or discharge shall be handled as defined herein, provided, however, that such grievances are not subject to the arbitration procedure.

Grievances shall be processed by the Union on behalf of an Employee, on behalf of a group of Employees, or the Union itself. Either party may have the grievant or one (1) grievant representing group grievants present at any step of the grievance procedure, and the Employee is entitled to Union representation at each and every step of the grievance procedure upon their request. Grievances may be filed on behalf of two (2) or more Employees only if the same, or similar issues apply to all Employees in the group and the grievance seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Section this Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving Employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Timeliness

To be considered timely, a grievance must be presented within 15 calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved Employee (or Union) became aware of or reasonably should have become aware of the occurrence, whichever is later. Untimely grievances are waived.

Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the Employee and his/her immediate supervisor. The Employee shall make their complaint to their immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the Employee shall first complete their assigned work task and complain later. The Union may initiate grievances at Step one (1) described below.

Grievance Handling

No Employee or Union representative shall leave his/her work assignment to investigate, file or process grievances without first securing permission of the Fire Chief or their designee. In the event of a grievance, the Employee shall always perform their assigned work task and grieve their complaint later, unless the Employee reasonably believes that the assignment endangers their immediate safety.

Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure contained in this Article, the Union shall make a determination whether it should be pursued based upon the merits of the grievance, and if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the Employee was notified of the decision of the supervisor, unless the parties agree to a written extension thereof. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the Department's representative or their designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the Union Representative within five (5) calendar days following the meeting unless the parties agree to a written extension thereof. If the Department does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Fire Chief or their designee. Within ten (10) calendar days thereafter, the Fire Chief or their designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Fire Chief or their designee shall respond in writing to the grievant and the Union within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof.

Step 3:

If the Union is not satisfied with the Fire Chief's Response, it shall request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. The Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resources Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 3, the Union may demand in writing that a grievance be submitted to arbitration no later than ten (10) calendar days from the conclusion of Step 3. Grievances which are not timely advanced are waived.

Step 5:

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the Federal Mediation

Consolidation Services (FMCS) to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Republic unless otherwise agreed to by both parties.

Step 6:

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost, and transcription costs only. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement as submitted to them by the parties and shall have no authority to make a decision on any issue not so submitted to them. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law, City Ordinance or Charter, or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Grievance Processing and Time Limits

1. Grievances may be withdrawn at any step of the grievance procedure without precedent.
2. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.
3. If mutually agreed upon, both parties will engage in mediation prior to arbitration.
4. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Disciplinary Appeal Procedure

The Disciplinary Appeal Procedure shall be applicable to Employees and shall include the demotion in rank, suspension without pay, or discharge of employment. The Disciplinary Appeal Procedure by Employees shall be handled in the same manner as other similar City employees under the City's Employee Handbook.

SECTION 2.07 - SHIFT EXCHANGE / TIME TRADING

Employees may time trade, if the following apply:

1. Employees requiring time trades to accommodate their obligations for military Reservist duties shall not be prohibited from time trading with any qualified employee.
2. In addition to the Shop Steward and Secretary-Treasurer of the Republic Professional Firefighters Local 152, additional time trades will be allowed for employees who hold a Union office with the Missouri State Council of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 or the International Association of Fire Fighters. Other officers of the Union will be allowed additional time trades for attending conventions or other Regional or National Union events at the request of the Union's President.
3. Overtime must be approved in advance by the Fire Chief, or designee.

Employees working a time trade shall be covered by Worker's Compensation. Employees working a time trade shall be covered by their pension system as if they were on duty, in the event a disabling injury occurs to the employee while working the time trade.

SECTION 2.08 - NON-SCHEDULED WORK

Guidelines for Non-scheduled Work

Employees not yet relieved of duty shall remain on-duty to ensure the apparatus remains at minimum staffing.

Employees dispatched to an emergency that carries them past the end of their shift shall remain on-duty until relieved or until the assignment is completed.

In the event the Fire Department must call in an employee to ensure adequate staffing, the Department shall:

1. Attempt to fill the vacancy with an employee of equal rank;
2. Shall first utilize the call-in list to attempt to find an Employee who will voluntarily report to work;
3. If the call in list is exhausted, then the Department shall utilize the roster to contact Employees and can mandate that a qualified Employee return to work. Overtime will be paid in accordance with departmental policy.

In the event the Fire Department issues an order for the Employee to report to a site or enter information on a personal computer, then the time in which the Employee carries out these orders shall be compensable at the regular rate of pay.

In the event an Employee is physically unable to safely perform the duties required for overtime, the Employee shall be obligated to state that he or she is "sick." The Employee shall be exempt from being required to work that overtime assignment.

In the event an Employee is physically unable to report to work due to being out of the region, the Employee shall advise the officer who is making the call-back of an estimated date and time in which the Employee could report to work. If the Employee's presence is still required, the Employee shall be exempt from being required to work until that estimated time is reached.

Travel Between Stations

In the event an Employee is called in to work at a location other than the Employee's assigned fire station, the Employee will be considered on the clock at the time the Employee arrives to his or her assigned station to retrieve turnout gear and necessary traveling gear, and shall remain on the clock until the assignment is completed. Additionally, the Employee will be paid an additional hour of work in an attempt to acknowledge the level of disruption to the employee's off-duty schedule.

SECTION 2.09 - EXTREME WEATHER

While Fire Fighters must perform emergency duties in all weather conditions, extreme weather can create unreasonable risks for some activities. Employees shall not engage in training, drills, outdoor public education events or apparatus demonstrations conducted during extreme weather conditions. Extreme weather conditions include the following:

1. Temperatures below 32 degrees Fahrenheit, and in no case with a wind chill at or below 20 degrees Fahrenheit, or above 90 degrees Fahrenheit based upon the National Weather Service.

Exceptions to this provision may be granted on a case-by-case basis with the approval of the Fire Chief and the Union President or Union shop steward.

SECTION 2.10 – MINIMUM STAFFING

Current minimum staffing for units in service for responding to **all** calls shall consist of:

Station 1:

- One Captain or Acting Captain
- One Engineer or Acting Engineer
- One Fire Fighter

Station 2:

- One Captain or Acting Captain
- One Engineer or Acting Engineer

Should the citizens of Republic approve additional funding, or anytime during the terms of this agreement the following apparatus may be added for responding to calls:

Rescue:

- One Lieutenant or Acting Lieutenant
- One Fire Fighter

The term "Acting" refers to a member of the Fire Department of a different rank who is able to competently perform the duties of the position they are filling.

One or more units out of service for training, PR, or any other event shall not exceed four (4) hours unless mutually agreed upon. Personnel called in to staff a unit for district coverage or to staff an event, the called in personnel shall receive double time (2x hourly rate) for the hours providing coverage.

From time to time, fire protection, EMS, or extrication equipment will be requested for special events.

The minimum staffing for these special events shall be one (1) fire engine staffed with one Captain or "Acting" Captain, one Equipment Operator or "Acting" Equipment Operator, and one Firefighter or "Acting" Fire Fighter. Additional apparatus and personnel may be assigned if deemed necessary by the Fire Chief.

ARTICLE 3 – COMPENSATION

SECTION 3.01 - FLSA, OVERTIME & PAYROLL SYSTEM

The pay for all non-exempt uniformed personnel (personnel eligible for overtime) shall meet or exceed the minimum standards of the Fair Labor Standards Act.

Pay Periods

Employees shall have the same pay schedule and pay periods as other City employees.

Overtime Calculations

Overtime calculations and pay for Employees shall be in accordance with the City's current Administrative Policy, Employee Handbook, or Ordinances.

Deductions

Deductions from the wages for Employees shall be handled in the same manner as any other City employee with the addition of Union Dues and defined and outlined in this Agreement.

SECTION 3.02 – WAGES

FY 2021 wages consistent with approved budget process in Ordinance 20-50.

The City will continuously and actively pursue viable funding options to remain competitive with wages.

Out-Of-Title Pay

An Employee is considered to work Out-Of-Title anytime said Employee is required to work in a position of a higher rank to ensure the efficient operation of the Fire Department. This usually occurs, but is not limited to, when an Employee of higher rank is either absent or required to work another assignment, creating a staffing vacancy. Out of title will be paid in accordance with Administrative Policy.

3.03 - HEALTH INSURANCE

Qualified Employees pursuant to the City's Employee Handbook shall be entitled to apply for any group medical plan offered by the City at the same rates and terms as any other City Employee.

SECTION 3.04 - PENSION AND RETIREMENT

LAGERS

Employees who are eligible, shall be entitled to the Missouri Local Government Employees Retirement System (“LAGERS”) as any other City employee at the same contribution level as other City employees.

Should the City add another retirement benefit, Employees will receive the same defined benefit and contribution level as other City employees.

SECTION 3.05 - MODIFIED DUTY

Presumptive Clauses within RSMO Chapter 87

An Employee who becomes injured or ill due to a condition identified within RSMO 87.005 or RSMO 87.006, including but not limited to cancer, a circulatory or pulmonary condition, or infectious disease who may have the ability to return to work as determined by the Employee’s physician, may request the same modified duty rights as an Employee who becomes injured or ill in the line of duty.

Non-Duty

An Employee, who becomes injured or ill outside the line of duty and who cannot perform assigned duties, may be offered modified duty consisting of meaningful work within the Employee’s medical restrictions at the discretion of the employer.

SECTION 3.07 - UNIFORM GUIDELINES

Clothing Allowance

The City shall supply all uniforms and department clothing, including boots, as needed to the Employee. The Employee will surrender upon termination of service all uniforms and department clothing bought by the City. When the Employee receives uniforms or department clothing, they shall turn in the old clothing that is being replaced. The style of uniform or department clothing that is currently used will remain in place. Before any changes are made to the uniforms or department clothing styles, the City and the Department Relations Committee (DRC) shall agree on those changes. The Fire Department will keep an internal policy regarding clothing allowance.

ARTICLE 4 – LEAVE

SECTION 4.01 - VACATION

Vacation time, including payout for any unused vacation time for Employees, will be defined in the Employee Handbook.

SECTION 4.06 - SICK LEAVE

Sick Leave accumulation and payout for Employees will be defined in the Employee Handbook.

ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.02 - SAVINGS PROVISION

If any of the terms and conditions of this Agreement are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, the affected provision of this Agreement shall be null and void and subject to discussion. If any part, provision, or section of this Agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Agreement.

SECTION 5.03 - PERIOD OF THE AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall take effect as of the date specified in the adoption Ordinance and shall continue in full force and effect for a period of three (3) years to and including February 2, 2024, and the City and the Union shall meet prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) days of the expiration of this Agreement, and should such an agreement not be deemed to be inevitable, either party may declare an impasse.

During impasse, this Agreement shall remain in full force and effect. Should a new agreement not be reached in a timeframe that allows economic items to be factored into the City's annual budget process, the City shall, at a minimum, afford the Union the opportunity to accept any economic enhancements extended to other City employees while impasse continues. The offering or acceptance of said enhancements, as an individual action unaccompanied by other actions, shall not be construed by either party as either a termination of bargaining, or bargaining in bad faith.

This CBA shall remain in effect during any negotiations and shall continue in force during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the Agreement shall remain in effect in accordance with Section 5.05 of this Agreement.

SECTION 5.04 - REOPENING CLAUSE

Unless otherwise specified in this CBA, only through mutual agreement may the City and the Union reopen this CBA, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.

SECTION 5.05 - Evergreen Clause

This Collective Bargaining Agreement shall be effective as of the day after this Collective Bargaining Agreement is executed by both parties and shall remain in full force and effect until February 2, 2024. The parties shall meet no earlier than 120 days and no later than 90 days prior to the expiration of the Agreement. Should such an agreement not be reached sixty (60) days prior to the expiration of the Collective Bargaining Agreement, either party may request non-binding mediation that shall result in both parties participating in non-binding mediation through the Federal Mediation and Conciliation Service (FMCS) or a mutually agreeable mediator. This Collective Bargaining Agreement shall remain in full force and be effective during the period of discussions and shall remain in full force and effect until such time that a successor Agreement has been reached.

Section 5.06 NO STRIKE / NO LOCKOUT

It is agreed that there shall not be strikes, sit-downs, slow-downs, work stoppage or any related activity during the term of this Agreement. If any Employee or group of Employees represented by the Union should violate the intent of this section, the Union shall take immediate action to prevent such illegal acts and take necessary steps to that end, and normal work will be promptly and orderly resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing of its disapproval of such violation. Violation of the provision of this section shall be grounds for immediate discharge.

It is further agreed that union Employees will not be required to cross picket lines at locations, for purposes other than performing the functions of their jobs.

SECTION 5.07 - APPROVAL OF THE AGREEMENT

President,
IAFF, Local 152

Fire Chief

Republic Shop Steward
IAFF, Local 152

Director of Human Resources

Executive Vice President,
IAFF, Local 152

City Administrator

APPENDIX A - PAC Authorization Form

I hereby authorize the City of Republic, Missouri to deduct _____ dollar(s) per pay period from my paycheck, through automatic payroll deductions for the sole purpose of paying said amount over to the Southern Missouri Professional Firefighters PAC.

1. The amount which I am hereby authorizing to be deducted from my paycheck will be automatically deducted from my paycheck on each subsequent pay period, unless I revoke or change this authorization in accordance with paragraph 3 of this Authorization. The amount so deducted shall be paid over by the City of Republic to the Southern Missouri Professional Firefighters Association within 14 days of the date it is deducted from my paycheck.
2. Deductions can only be authorized in whole dollar amounts. For example, I can authorize a deduction of \$1.00 or \$5.00 per pay period, but not \$1.75 or \$4.50 per pay period.
3. An individual may begin payroll deduction at any time throughout the year, but can change or choose to end the deduction only during the open enrollment period in the City of Republic.

I understand and agree to the above terms and conditions. Please begin the deduction with my next paycheck (unless the next pay day is less than two weeks from the date on which the City receives this authorization, in which case it may, in its sole discretion, begin the deduction with the paycheck for the next following pay period).

Signature

Print Name

Date

City Payroll Number