

**RESOLUTION NO. 2016-110**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OLIVETTE MO AND THE OLIVETTE FIRE DEPARTMENT SHOP, LOCAL 2665, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS.**

**WHEREAS**, the City of Olivette has engaged in good faith labor negotiations with the Olivette Fire Department Shop, Local 2665, International Association of Firefighters; and

**WHEREAS**, after seven months of good faith negotiations the Parties have reached tentative agreements on all items being negotiated; and

**WHEREAS**, the Olivette Fire Department Shop membership ratified the tentative agreement on March 5, 2016; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OLIVETTE, MISSOURI, AS FOLLOWS:**

**Section 1.**

The Council of the City of Olivette hereby approves the terms and conditions of such agreement in substantial conformity with the attached Exhibit A.

**Section 2.**

The Olivette City Manager is authorized to execute and enter into the contract on behalf of the City with Olivette Fire Department Shop, Local 2665, International Association of Firefighters, which contract shall be in substantial conformity with said exhibit.

**Section 4.**


This resolution shall be in full force and effect from and after its passage.

PASSED THIS 22<sup>ND</sup> DAY OF MARCH, 2016.

  
Mayor Ruth Springer

(SEAL)

ATTEST:

  
Myra G. Bennett, CMC/MPCC  
City Clerk

**COLLECTIVE BARGAINING**  
**AGREEMENT**

**BETWEEN:**

**THE CITY OF OLIVETTE,  
MISSOURI**

**AND**

**THE OLIVETTE FIRE  
DEPARTMENT SHOP,  
I.A.F.F. LOCAL 2665**

**EFFECTIVE DATE:**

**TBD**

*To*

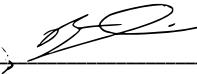
**JUNE 30<sup>th</sup>, 2018  
Proposals 2.12.16**

City: \_\_\_\_\_ Date: \_\_\_\_\_

Union:  \_\_\_\_\_ Date: March 19, 2016

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## PREAMBLE

This Collective Bargaining Agreement, (CBA or Agreement) between the City of Olivette,( City or Employer) and Local 2665, International Association of Firefighters, (Shop or Union) is as follows:

The parties agree the CBA is binding on the City and Union and their successors

This CBA embodies the full extent of the agreement and the discussions between the City of Olivette (Employer), and Local Union 2665, IAFF (Union), and sets forth the minimum standards to which both parties will adhere.

### **ARTICLE 1—LABOR AND MANAGEMENT RELATIONS**

#### **SECTION 1.01 Recognition**

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 hereby recognizes Professional Fire Fighters of Eastern Missouri, Local 2665, IAFF, AFL-CIO, CLC as the exclusive bargaining representative in the unit found appropriate for the purposes of collective bargaining as follows:

Bargaining Unit: For an appropriate unit consisting of full-time members of the City's Fire Department holding the rank of Battalion Chief or lower, as provided by the State Board of Mediation Public Case No UC 2003-031 (Cross Reference R 1995-017) on March 3<sup>rd</sup>, 2003.

The Parties acknowledge that new Fire Department members may, but are not required to, join the Union. The Parties acknowledge that new Fire Department members shall serve a probationary period of twelve (12) calendar months, in accordance with, and subject to, the provisions of the Employee Handbook.

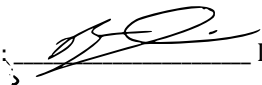
#### **SECTION 1.02 Discrimination and Diversity**

Neither the City nor the Union shall discriminate, against any member of the Bargaining Unit for his or her activity on behalf of, or membership in the Union. The City shall not restrict, interfere, or punish members for exercising legal speech expressing religious, political, social beliefs which are different from other members council members or members of the public as long as it is conducted off duty, out of uniform, and the employee does not identify him/herself as an employee of the City.

The City and the Union agree that there will be no discrimination against any Bargaining Unit employee because of race, color, age, religion, disability, handicap, gender, or sexual orientation. Discrimination shall be defined in accordance with state and federal law.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also in the feminine and neutral gender in all situations where they would so apply.

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**SECTION 1.03 Union Business**

Any member of the O.F.D. shop who is elected or appointed to the IAFF or Local 2665 Executive Office (President, Vice President, Secretary, Treasurer, Sergeant at Arms or other offices) or who is elected as Shop Steward of the OFD Shop of Local 2665, may be granted time off to perform Local 2665 Union business, where no time will be charged to the member as well the city will not incur overtime expenses as a result of the time off. The member must request time off as early as possible. While the Fire Chief will not arbitrarily refuse the request, the Fire Chief has the authority to limit the amount of time taken.

After notice to the Chief’s Office and with approval, Shop Officers who are on duty may perform Union duties during regular working time as long as those duties do not interfere with the member’s work, and the member will suffer no reduction in pay for the time spent in performing those Union duties. The Union will be provided space for a filing cabinet and use of private meeting space as necessary.

Union Officers and or their designees shall be permitted to attend City Council Meeting while on duty and in service and shall be permitted to address City Council speak on behalf of the Union at the discretion of the Union Officer.

On reasonable advanced notice to the Chief and with approval, the OFD Engine House may be used to conduct Union Shop Meetings provided there is no interference with scheduled activities or operations of the Fire Department. All on duty Members shall be permitted to attend and participate in said meetings. On-duty Members shall always be “ready to respond” for calls. Consent of the Fire Chief shall not be withheld arbitrarily.

**SECTION 1.04 PAYROLL DEDUCTION OF UNION DUES & OTHER DEDUCTIONS**


Upon notification by the Shop Steward, the City will withhold from any Union members paycheck, an amount set by Local 2665, for (1) IAFF dues and (2) Shop or “Commissary Dues”. A monthly check in the amount of such withholding shall be issued by the City payable to the Union and/or a designated representative of the Bargaining Unit and transmitted to the representative of the Union and/or the Shop. The City shall not be held liable, nor contribute to said dues. Should an employee no longer want such a deduction taken from his/her paycheck, upon notification by the Shop Steward, the City will no longer make any payroll deductions for that employee for Union dues.

**SECTION 1.05 BULLETIN BOARDS**

The Employer shall furnish and maintain a bulletin board of reasonable size in a convenient place in the station to be used by the Union. The Union shall limit its posted notices and bulletins to such bulletin boards, removable only by the shop steward or shift representatives. The Employer shall provide a total of 4ft by 3ft of wall space for one (1) bulletin board for the use of the Union in the firehouse in an area that is mutual agreed to by the Union and Fire chiefs office and accessible to Members. Posting on the allocated bulletin boards shall be only for Union business, and by Shop Steward or designee.

**SECTION 1.06 JOINT LABOR MANAGEMENT COMMITTEE**

There shall be a Joint Labor Management Committee consisting of the 3 elected Union representatives and the Chief Officers of the Fire Department and the City Manager or designee. The goals of the Joint Labor Management Committee (JLM) shall be as follows:

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Meet upon mutually agreeable dates with a recognized goal of meeting at least every two months unless mutually agreed upon by both parties to add or cancel said meetings. Both parties shall meet to discuss all matters of mutual concern, including but not limited to significant long-term budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and, to the extent that there are proposed changes in the future, the processes that lead to the filling of vacancies such as hiring and promotions. The committee shall meet at the request and agreement of the available attending committee members. Recognizing the City's Management Rights as addressed in Section 2.01 below, it is understood and agreed that all decisions of the committee are advisory only. Labor management committee meeting time shall be considered hours of work for the Union committee members provided, however, that any meeting should be held to minimize overtime obligations of the City. An agenda for any labor management committee meeting shall be presented to each party no later than five days prior to the agreed upon meeting date. Records of agendas, votes and minutes will be kept and signed by both parties.

The JLM Committee shall have a standing agenda to include all of, but not limited to, the following items of interest. All meeting minutes, shall be reduced to writing and submitted as part of the record and minutes of the JLM records.

- Pension and Benefits
- Health, Safety and Welfare
- Apparatus
- Promotional and Hiring
- Uniform
- Policy/Procedure and Operations
- Facilities
- Fitness Equipment

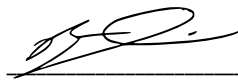
**SECTION 1.07 UNION REPRESENTATION**

The City may interview any Member regarding operational or disciplinary matters, and a Member shall be entitled to the presence of a Union representative during the interview as provided herein.

A Member may request the presence of a Union representative before or during the interview. The Member may also request a postponement of the interview if a Union representative is not available. No Member may be disciplined for making such requests.

When the request for Union representation has been made, the member shall be granted Union Officer representation of their choosing provided that the representative is an elected OFD Shift Representative, Assistant Steward, Shop Steward, Local 2665 District Vice-President, another Local 2665 staff as assigned by the Vice President or a Union Attorney. For disciplinary matters involving possible suspension, demotion or termination, if Union representation cannot be immediately available, the Union will provide representation within 48 hours.

It is agreed that having a Union Representative present does not negate the members's responsibility to participate in the investigative process during the disciplinary proceedings.

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The Union representative may observe the interview, confer with the Member, and speak on the Member's behalf, but the Union representative shall not delay, obstruct, or interfere with the interview. In such circumstances, the Member may be disciplined for refusal to participate.

If the City determines in its reasonable discretion that the interview may not be postponed to secure the presence of a Union representative, the City may continue the interview. In such circumstances, the Member may not be disciplined for any refusal to participate.

For the purpose of questioning a bargaining unit Member to obtain information which may reasonably lead to the discipline or discharge of the Member or a fellow Member, and where the Member's direct or indirect actions could lead to discipline or discharge of the Members or a fellow Member, the Member will be notified that the proceedings could potentially lead to discipline or discharge of the involved party or parties, and the Member will be afforded the opportunity to have Union representation available for the Member's interview as provided herein.

**SECTION 1.08 DISPLAY OF UNION INSIGNIA**

The IAFF Local 2665 insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. There will be no expectation that non-members, such as chief officers, place this insignia on their uniforms or vehicles.


The IAFF Local 2665 insignia shall be worn or displayed as follows:

1. Station T-shirt - Small (approximately 2"x2"), right sleeve;
2. Polo Shirt - Small (approximately 2"x2"), multi-colored embroidery on right sleeve;
3. Cold Weather Job Shirt - Small (approximately 2"x2"), multi-colored embroidery on right sleeve above the cuff;
4. Cold weather jacket- Small (approximately 2"x2"), multi-colored embroidery on right sleeve above the cuff;
5. Cold Weather Heavy Coat - Large (approximately 4"x4"), multi-colored on right shoulder;
6. Blue Collared Dress Shirts (both long and short sleeved) - Patch to be sewn on opposite sleeve and in keeping with the same style and size as already exists with our department patch;
7. Class A Coat - Patch to be sewn on opposite sleeve and in keeping with the same style and size as already exists with our department patch;
8. Baseball Hat / Stocking Cap - Small (approximately 2"x2"), multi-colored embroidery on the side or in the back, as dictated by limitations of embroider;
9. Firefighting Helmet - Small (approximately 2"x2") decal;  
Apparatus – Decals of similar shape and size with no changes to current apparatus;

**SECTION 1.09 MANAGEMENT RIGHTS**

1. The City retains all powers, rights and privileges not otherwise restricted, limited, or modified by this Agreement, including but not limited to:
  - a) The right to plan, direct and control all operations and services of City Departments and its employees;

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- b) The right to determine the methods, means, organization, levels, and number of personnel by which such operations are to be conducted;
- c) The right to relieve employees from duty because of lack of work or for other legitimate reasons;
- d) The right to maintain efficiency of operations;
- e) The right to hire, promote, transfer, assign, and retain employees in position classifications;
- f) The rights to suspend, demote, discharge, or discipline employees;
- g) The right to develop policy regarding selection and training programs for employees;
- h) The right to formulate, change, modify and enforce reasonable personnel and/or departmental rules, regulations and policies;
- i) The right to determine safety, health and property protection measures for City Departments;
- j) The right to evaluate employee performance, on forms and at times determined by the City; and
- k) The right to adopt rules, procedures and/or policies or orders regarding testing employees for alcohol or controlled substances.

The City's management rights shall not be exercised for the sole purpose of evading or undermining this Agreement.

2. Civil & Public Health Emergency Conditions.

- a) If at any time, the City determines, in its sole discretion that a civil or public health emergency exist, including but not limited to civil disorders, strikes, tornado conditions, floods, infectious disease outbreaks, or other similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. The City shall make reasonable efforts to return to normal operations as soon as possible after the emergency is declared to be over by the City. Should such situations arise, the Union will be notified immediately.

**Section 1.10 Appendices and Amendment**

All appendices and amendments to this Agreement, if any, shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all provisions of this Agreement.

City: \_\_\_\_\_ Date: \_\_\_\_\_

Union:  \_\_\_\_\_ Date: March 19, 2016



## ARTICLE 2—WORKING CONDITIONS

### SECTION 2.01 EMPLOYEE HANDBOOK

- A. The “Employee Handbook” as referenced in this Agreement means the City of Olivette Employee Handbook adopted by the Olivette City Council through City Ordinance No. 2566 on November 10, 2015. The City Council retains its exclusive legislative authority and discretion to amend any provision of the Employee Handbook as it deems necessary or desirable, and any reference to the Employee Handbook in this Agreement shall mean the handbook as so amended.
- B. Notwithstanding the above paragraph A, the City shall give the Union notice of any proposed amendment to the Employee Handbook, and the Union shall have the opportunity to be heard on such amendment. If the Union believes that the proposed change materially and adversely affects Members’ compensation, the Union may require that the City negotiate either changing the proposed amendment or revising this Agreement. If the parties cannot resolve the issue through negotiation and the City amends the Employee Handbook, the Union may require referral of the matter to the Joint Labor-Management Committee as provided in Section 1.06 hereof or may grieve such amendment as provided in Section 2.05.

### SECTION 2.02 HOURS OF DUTY

Normal work hours shall commence from 0800-1600 hours Monday through Friday. On Saturdays, Sundays, and City recognized holidays, the Fire Chief, Captain or Acting Captain may schedule required monthly training or other duties not able to be completed during the aforementioned normal work hours from 0800-1200.

Not less than thirty (30), and up to sixty (60) minutes shall be set aside during midday as a flex-time which members can prepare and consume meals and work on personal projects.

Members shall retain the right to use Fire Department vehicles for purposes of daily crew shopping needs with prior permission of the senior shift officer, provided that the crews remain available for emergency responses at all times, and that said activities do not interfere with the normal operations of the Fire Department.

Members shall be allowed visitors provided it does not interfere with Fire Department operations or other crew Members, up to 2100 hours. All visitors shall be limited to the first floor of the firehouse, unless approved by shift Officer. During normal work hours, visits shall be kept short and may be interrupted by supervising personnel.

Truck checks and cleaning, sanitation duties and other normal department operations shall begin at 0800 hours, with the exception of mission critical checks such as flashlight, SCBA and radio. Only essential training shall take place on holidays. Non-essential duties shall only be performed during work hours on weekends with the exception of public relation activities. When activities are scheduled for outside normal work hours, company officers shall attempt to adjust schedules to prevent more than 8 work hours during a 24-hour period.

While at rest in sleeping quarters, at the proper time, Members shall not be unnecessarily disturbed for non-mission critical reasons. Members are responsible for making proper shift exchange at the conclusion of their shift.

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If nighttime calls prevent adequate rest, the Company Officers may allow for additional rest and shall notify the Duty Chief.

The City reserves the right to schedule fire department employee training and public relations activities on an as-needed basis in order to meet the necessities of the department and the citizens in which the department serves. No City organized public relations activities will begin after duty hours without prior notice.

**SECTION 2.03 REDUCTION IN FORCE**

The parties acknowledge that of the City's operations, programs, work, and activities are funded by grants and other sources of non-renewable, non-continuing, non-tax supported income, as well as annual appropriations from available public sources. Because of these potentially changing funding sources, the parties acknowledge that the City may be required to eliminate or significantly reduce some or any of its operations, programs, work, and activities, which may require the termination of employees.

If financial circumstances require a reduction in force, the City shall make all reasonable efforts to achieve the desired force strength through attrition. Should lay offs be necessary, Members will be laid off in reverse order of seniority. [The least senior fire department shift Member will be the first laid off, and so on. All fire department shift Members shall be included in this seniority list.]

Members laid off shall be placed on a priority recall list for a maximum of eighteen (18) months from the effective date of lay-off. Employees separated because of lay-off shall be given at least two-weeks prior notice to such lay-off.

The City shall recall Members based on their department seniority. All call back notification shall be by certified return receipt mail in addition to contact by telephone. Members shall ensure that the City has their current mailing address and telephone number.

Recalled employees shall retain previous credited service for the purposes of seniority and calculation of compensation.

**SECTION 2.04 SENIORITY ASSIGNMENT, PERSONNEL TRANSFERS**


**Personnel Transfers**

Members may request to change shift assignments with another equally qualified member if both agree to the change. The change request must be signed by both members, and submitted to the Fire Chief. Such changes in assignments are subject to final approval by the Fire Chief, recognizing that assignments are subject to ensuring proper staffing for all shifts as determined by the Fire Chief.

When vacancies occur, incumbent members who so desire may request to be transferred to the vacancy on the effected shift. The Fire Chief may approve the transfer, recognizing that assignments are subject to ensuring proper staffing for all shifts as determined by the Fire Chief.

The City shall have the right to change shift assignments to meet the operational needs of the Fire Department. In the event that such changes are necessary, the Fire Chief and Shop Steward shall work together to insure that all reasonable efforts are be made to not disrupt scheduled vacation

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of the affected Employees or to limit their ability to properly select vacation time for the coming year. As a general rule Shift reassignments will be made prior to the picking of the following year's vacation on November 1<sup>st</sup>.

**Definition of Seniority**

Seniority shall be determined by all-time worked for the City as a full time paid Fire Fighter/Paramedic. Members shall attain seniority on the first day of their probationary period.

Continuous service shall only be broken by resignation, discharge, retirement, or if a Member is laid off and fails to return to work within fourteen (14) calendar days after being recalled.

**SECTION 2.05 GRIEVANCE PROCEDURE**

1. The City, the Union and their Members shall try to resolve informally all employment concerns as they arise, but the parties recognize that some problems can be resolved only through a formal process. The Members and the Union accordingly have the right to seek relief from an adverse employment action (defined as the loss of compensation or benefits) or the suspected or alleged violation, misinterpretation, or misapplication of this Agreement or any FD rule or regulation (collectively, "Alleged Breach"). No employee shall be disciplined or discriminated against in any way because of use of this grievance procedure.
2. Filing a Grievance. A grievance shall be filed in writing within seven calendar days of the occurrence of the act or decision generating the grievance. The grievance shall be filed with the Fire Chief. The grievance shall include: (1) the name of the aggrieved party; (2) a statement of fact upon which the grievance is based; (3) specification of the adverse employment action or the Alleged Breach; (4) the date on which the event(s) occurred; (5) the date of initial submission of the grievance in writing; (6) such other information which the aggrieved party deems relevant; and (7) the remedy or relief requested.
3. Fire Chief Review. The Fire Chief shall investigate and consider the grievance and, within seven (7) calendar days after its receipt, shall provide the grievant a written determination of the grievance, including the reasons therefore. If the grievant is dissatisfied with the response of the Fire Chief, or if the Fire Chief fails to timely respond, the grievant may submit the grievance to the City Manager for review. A grievant may by-pass this step if the actions of the Fire Chief are the subject of the grievance.
4. City Manager Review. The grievant may obtain a review by the City Manager by submitting a request, in writing, within five calendar days following receipt of the Fire Chief's determination. The City Manager shall undertake such investigation and consideration as the Manager deems necessary. The City Manager shall, within seven calendar days after receipt of the grievant's request for review, provide the grievant a written determination of the grievance, including the reasons therefore. If the grievant is dissatisfied with the response of the City Manager, the grievant may, within ten calendar days following receipt of the City Manager's decision, submit a written notice to the City Manager of the grievant's appeal to the Personnel Appeals Board.
5. Deadlines. If any City representative fails to provide a timely determination of a grievance, the grievant's time for further pursuing such grievance shall begin as of the date such response was due. Any city representative may extend the time required for responding to a

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grievance by up to five additional calendar days, provided the grievant is notified in writing of such extension prior to the lapse of the original response period.

6. Personnel Appeals Board. The Personnel Appeals Board shall schedule a public hearing no less than seven (7) days and no more than fourteen (14) days after the filing of the notice of appeal. At the hearing the grievant may be represented by counsel and may present evidence. The City Manager and Fire Chief shall also have the right to be heard. The Personnel Appeals Board require may require the attendance of any City employee or officer and shall have the right to order the production of any City records relating to the to the appeal. All testimony presented at the hearing shall be sworn, and rules of evidence shall be followed, as determined by the Personnel Appeals Board. All proceedings before the Board shall be recorded. At the conclusion of the hearing and upon consideration of the evidence before it, the Board shall file a written statement of its determination, including findings of fact and conclusions of law, with the City Manager and the appellant. Copies shall be delivered to each Member of the Council. All findings and determinations of the Board shall be made upon the affirmative vote of three Members and absent an appeal shall be final and binding. Any party aggrieved by the Board's determination shall have the right to appeal the St. Louis County Circuit Court or other court of competent jurisdiction.

#### **SECTION 2.06 SHIFT EXCHANGE**

Members shall be permitted to trade scheduled work time (hour for hour) with another member, subject to the limitations contained in the provisions of the Fair Labor Standards Act (FLSA). Trade time must adhere to the following rules:

- A. Only members qualified to perform the other member's duties may trade schedules.
- B. Trading work time shall not be used as a means to accumulate other benefit time.
- C. Trading Compensatory time is not permitted.
- D. Trade time shall not cause staffing of positions to fall below the minimum desired by the department. (Example: A trade shall not cause the department to be without an officer, driver, or minimum number of Paramedics)
- E. Trade time is defined as that time when one member voluntarily works for another by their mutual agreement.
- F. The city does not assume any responsibility for compensating a member who voluntarily agrees to work for another, nor shall the extra hours worked by a member during trade time be used to determine payment for overtime, exchange time, or any other benefit.
- G. All trade time shall be documented and initialed by all parties and approved by the trading member's supervisors. This change must be documented on the trade time form.
- H. Payback time must be scheduled and taken within one year of the trade.
- I. In the event of an member's absence due to illness, surgery, disability, or personal injury, sick leave must be used before trade time may be utilized. If an member is absent due to an injury attributable to work, benefits will be awarded consistent with the Worker's Compensation statute.

#### **SECTION 2.07 WEATHER RULES**

The City shall make reasonable efforts to avoid unnecessary outside training or activities in extreme weather conditions. The Union shall raise any concern over such activity promptly with the senior shift officer, who shall consult with the Chief or Chief's designee and determine whether any unnecessary hardship exists at the time, taking into consideration prior scheduling of

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the activity. "Extreme Weather Conditions" shall be defined as the presence of any of the following; extreme winds, cold, heat, humidity, rain, snow, sleet, or icy conditions.

**SECTION 2.08 HEALTH & WELLNESS**

**Health and Wellness Initiative (IAFF/IAFC)**

The City will provide annual Health, Wellness and Fitness Screenings. The screening shall be consistent with the most recent revision of NFPA 1582 and recommendations from the IAFF/IAFC Joint Labor Management Wellness-Fitness Initiative in its most current edition. All Members shall participate in such screening program as a condition of continued employment. The cost of the screenings shall be paid for through the employee's health insurance, if covered, and the City will pay for any costs not covered by insurance.

The City agrees that participation in this program shall be non-punitive, and the Union agrees that should employee member, through this initiative, be deemed unfit for duty, the Union will agree to the removal of the member from front-line service and shall not be considered the action a punitive action. The member may use accrued leave and benefits shall continue to accrue as per the CBA.

**Substance Abuse Policy**

Members shall be subject to the City's substance abuse policy as found in the Employee Handbook.

**Personal Protective Equipment (PPE)**

The City shall furnish at no cost to each Member all PPE, including respiratory apparatus, gloves, helmets, ~~and~~ structural firefighting equipment required and certified by appropriate industry standards and any other equipment deemed necessary or desirable by the City.

The City shall ensure that PPE is cleaned and inspected on regular intervals in accordance with the manufacture's guidelines and/or the applicable industry standard, and that required repairs to PPE are completed in a timely manner.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

A Member who leaves the City's employ within twenty-four (24) months of his/her hire date shall reimburse the City on a prorated basis for the cost of his or her PPE, which shall remain the property of the City.

**Exposure to Infectious Disease and Hazardous Substances**

The City recognizes that the Members may, in the course of their duties, be exposed to infectious diseases, such as, but not limited to, tuberculosis, hepatitis B, and the human immunodeficiency virus (HIV), as well as to a variety of known carcinogens. The City agrees to, on an annual basis, provide training to the Members aimed at preventing such exposures in the workplace. The City will make reasonable efforts to conform to standards for preventing such exposures, where such standards exist. The City will maintain an accessible reporting system by which Members can document exposures to infectious diseases and/or hazardous substances, and the City will ensure that the Members are encouraged to report serious exposures to the City's workers compensation provider.

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**SECTION 2.09 OVERTIME**

This practice of distributing overtime using the current Voluntary Overtime list and a Mandatory Overtime list will continue as currently in place. These lists shall be kept in the Captain's Office. It shall be the responsibility of each member to ensure that the roster contains the most up-to-date contact information including home phone number, mobile phone number or pager number, and email addresses.

All "Voluntary" and "Mandatory" Overtime shall be paid at one and one half of the member's hourly rate and shall be applied to applicable pay cycle and paycheck in which the hours were worked.

**Voluntary Overtime:** The Voluntary Overtime list shall continue to revolve as stated below. In the event that scheduled time off and/or unscheduled absences result in staffing levels dropping below minimum, Voluntary Overtime will be offered by working down the call back roster, regardless of rank, until someone accepts the overtime. The person accepting the overtime shift will then move to the bottom of the Voluntary Overtime list, and shall be the last person offered Voluntary Overtime when it becomes available again.

**Mandatory Overtime:** The Mandatory Overtime list will not reset each year, and shall continue indefinitely

Mandatory Overtime will occur in the event that no one accepts voluntary overtime. Mandatory Overtime will be distributed by working through the roster from the least senior person to the most senior person. Once someone has worked Mandatory Overtime that person will not be required to work Mandatory Overtime again until the rest of the department has done so. In the event that extenuating circumstances make it impossible for someone to work an assigned Mandatory Overtime shift, the next person on the roster shall be assigned the Mandatory shift. The person unable to work the Mandatory shift shall remain the next person due for Mandatory Overtime.

**Minimum Show Up Clause** In the event that a member working overtime is dismissed from duty he/she shall be compensated at a minimum of two (2) hours overtime pay. If an member is dismissed before the stated minimum period he will be paid total time worked to nearest quarter hour.

**SECTION 2.10 TRAINING**

The City will provide, at its cost, continuing education and training as outlined by the Division of Health and Senior Services (EMS) for maintaining paramedic licensure. The City will also provide refresher courses for CPR, ACLS, PALS, PHTLS/BTLS

If funds are appropriated, and if a member has a professional development plan that conforms with the requested training, and if the training is pertinent to the Olivette Fire Department, the Chief will at his discretion approve sending fire fighters to advanced training.

The City may require a Member to attend additional training that is deemed beneficial to the OFD, and the City will pay the costs of any training so required.

Professional Development and Tuition Reimbursement shall follow the policy as outlined in the Employee Handbook.

City: \_\_\_\_\_ Date: \_\_\_\_\_

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**SECTION 2.11 UNIFORM POLICY**

The City shall purchase a combination of five (5) short and long sleeve shirts, three department T-shirts, three pairs of pants, one tie, one belt, two (2) nameplates and one jacket for each new employee. Thereafter, each Member shall be credited with an annual (fiscal year) \$600.00 uniform allowance, which shall be used in accord with the Department Policies; Each Member is required to have a Class "A" uniform within 2-years of employment. Members shall use and maintain their uniforms in reasonable fashion and good, safe condition.

**SECTION 2.12 DISCIPLINE and DISCHARGE PROCEDURES**

The City will generally use a progressive disciplinary system as noted herein, but the City may begin the disciplinary process at any level, up to and including immediate discharge, depending on the relevant circumstances. Discipline shall not be administered arbitrarily, and shall always be administered for just cause and with due process appropriate to the discipline imposed. Disciplinary action will normally consist of the following.

- Step 1 – Counseling Session
- Step 2 – Documented Oral Warning
- Step 3 – Written Reprimand
- Step 4 – Suspension Without Pay
- Step 5 – Demotion
- Step 6 – Discharge

**Decision Making Leave.** Decision-making leave with pay may be appropriate in some situations. It may be used alone, as an alternative to other types of discipline, or in combination with other forms of discipline. The purpose of decision-making leave with pay is to give employees time to decide if they wish to remain employed by the City, and if so, whether they can and will correct their behavior. An employee may only be given decision-making leave with pay once and the leave cannot exceed one day or one shift, as appropriate.

**Administrative Leave.** During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay.

**Documentation.** All forms of discipline must be documented and will be placed in the employee’s personnel file. Counseling sessions and oral warnings will be removed from the employee’s personnel file, if no similar violations occur within twelve months of the initial warning. Written reprimands will be removed from the employee’s personnel file, if no similar violations occur within twenty-four months of the initial warning.

**Response Rights.** Where a disciplinary action involves a suspension of one day (or one shift) or more, demotion and/or termination, the employee will normally be given an opportunity to respond to the allegations prior to disciplinary action being taken.

**SECTION 2.13 FIRE DEPARTMENT POLICIES, PROCEDURES and PRACTICES**

OFD policies and procedures are established by Standard Operating Guidelines (SOGs) and Standard Operating Procedures (SOPs). The Fire Chief may change for business or operational purposes any SOG/SOP in accord with this section, but no such change may be made for arbitrary or retaliatory reasons. Subject to such managerial discretion, all Member working conditions,

rights, and privileges not otherwise addressed in this Agreement shall continue as practiced as of the date of this Agreement.

SOGs and SOPs will be distributed to all personnel in accordance with established procedures. Members can suggest changes to the SOGs/SOPs at any time.

Any proposed changes to the SOGs or SOPs will be posted on the bulletin board for 30 days. A comment sheet will be posted next to the updated SOP/SOG, and all Members will have an opportunity to make comments or suggestions. At the end of the 30-day review cycle the Fire Chief will review comments and may implement or revise the proposed SOG/SOP as he or she deems necessary or desirable.

At the request of the Shop Steward or the discretion of the fire Chief, any proposed or newly-implemented SOG/SOP shall be referred to the Joint Labor-Management Committee for review, consideration, and recommendation as provided in Section 1.6 hereof.

Notwithstanding anything herein to the contrary, if the Fire Chief determines that an SOG/SOP needs to be implemented without the 30 day review period or without referral to the JLM Committee, the SOG/SOP shall be implemented immediately. In such case the SOG/SOP shall be subject to the 30 day review period or JLM Committee referral after its implementation.

The parties recognize that the SOGs and SOPs do not encompass all day-to-day working conditions, customs and practices. The City shall retain the managerial right to change for business or operational purposes any such condition, custom or practice, but the City shall not do so for arbitrary, punitive, or retaliatory reasons. Subject to such managerial discretion, such conditions, customs and practices shall continue as in place as of the date of this Agreement. The Union may require referral of any such change to the Joint Labor-Management Committee as provided in Section 1.06 hereof.

**SECTION 2.14 PROMOTIONS & HIRING**


Promotions and hiring shall be conducted in accordance with the process established in the Department Policies.

**SECTION 2.15 POLITICAL ACTIVITY**

The provisions relating to Political Activity shall be those as set forth by the State of Missouri under RSMO 67.145. which states, in part – *“No political subdivision of this state shall prohibit any first responder, as the term "first responder" is defined in section 192.800, from engaging in any political activity while off duty and not in uniform, being a candidate for elected or appointed public office, or holding such office unless such political activity or candidacy is otherwise prohibited by state or federal law.”* – in accordance with this statute, the City of Olivette sets forth the following guidelines for its members with regard to political activity:

1. Unless expressly authorized by the City, members shall not be permitted to engage in political activity while on duty or in an official capacity as emissaries of the City of Olivette;
2. Members shall not use City supplies or equipment when engaging in political activity.
3. For the purpose of this Section, the term “uniform” shall be defined as any garment provided to the employee by the City, either directly or with funds from the uniform allowance, which can be worn on duty.

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4. The Union and the Members shall not engage in, nor encourage any engagement in, either directly or indirectly, strikes, slowdowns, group illness, or withdrawal of services against the Olivette Fire Department or the City of Olivette.

**SECTION 2.16 EXCLUSIVITY OF SERVICES**

The duties normally assigned to Members and agreed upon under this Agreement shall be duties that remain Fire Department responsibilities and shall not be construed as services that can be contracted, loaned, or detailed out to any other entity, public or private. This Article is not, however, intended, in any way, to limit the City's right to participate in mutual aid arrangements with other cities or fire districts, nor is it intended to limit the City's management right to join or form a fire district, enter into cooperative services agreements, or reduce or consolidate services, if the City determines that such actions will best serve the public welfare. In the event of any such action or discussions considering such actions, the City shall notify the Union at least thirty (30) days prior to implementation.

**SECTION 2.17 INTERNET, CABLE & COMMUNICATIONS**

Members may use the city provided Internet connection as long as it does not interfere with city business.

Members shall be allowed to receive personal mail (letters, magazines, packages) provided there is no charge to the City.

Members should use personal (Member-owned) computers for non-work related matters. Any use of City owned computers shall be subject to Employee Handbook. Members shall be afforded reasonable privacy with their electronic devices, and should expect that said devices will not be confiscated, tampered with, or searched without definable probable cause that contained within that device is material evidence of chargeable criminal conduct and in accordance with applicable Federal and/or State law.

Members shall follow city policies when on City premises, when on duty, when in an official Olivette Fire Department uniform, and when representing the City of Olivette or the Olivette Fire Department in an official capacity.

**SECTION 2.18 FIRE HOUSE MAINTENCE, UPKEEP, REPAIR AND FURNISHINGS**

Members shall be provided area for personal pictures, awards, and mementos.

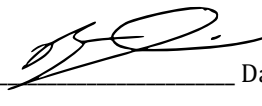
Members shall be responsible for the cleaning and maintenance of their assigned bedding and sleeping room.

Nightstands (or similar furnishing) shall be provided.

City shall allow the personalization of sleeping rooms. Shop and City will work together to find a solution to allow the hanging of photos or personal items without damaging walls or furnishing of sleeping room. Personalization area shall not be smaller than 24 inches by 36 inches.

The City shall provide and maintain the firehouse interior with appliances, furniture, furnishings, and accessories, as presently exist in regard to quantity quality and size or replace with higher quality. The City further agrees to provide and maintain one (1) television for the "day room."

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The City shall provide cleaning service or appliances laundry detergent, fabric softener, dryer sheets, dish washing detergent etc. for bed linens, towels, uniforms, turnout gear and dishes.

Members shall retain the right to use all furnishings, including the supplied gas grill and benches adjacent to the rear door of the firehouse

The City shall allow the use personal electronic and communications devices, provided such use does not interfere with departmental activities or operations.

The City shall not direct Members to perform cooking and cleaning services for the City or any other non-Fire Department entities.

Members shall not provide cleaning and maintenance of the City's buildings or property, except with regard to the regular cleaning routine and minor maintenance of the firehouse.

The City shall perform any major building repairs or a certified licensed professional.

The City will maintain outdoor spaces and surfaces.

The City shall provide all items it deems necessary for the preservation of sanitary conditions within the fire department quarters. Routine station cleaning and maintenance shall not be required to be completed or preformed outside the normal business hours, except for cases of emergency.

Routine station cleaning shall not include cleaning, washing, or degreasing walls, ceilings or window coverings.

Members shall clean and maintain all living areas, bunkrooms, and apparatus bays as is currently provided.

#### **SECTION 2.19 MINIMUM STAFFING**

The City shall maintain a work force of no less than twenty-one (21) full-time certified fire department shift personnel. The City shall endeavor to maintain, if financially feasible, a normal daily minimum staffing shall consist of six (6) full-time certified fire department personnel on duty, consisting of four (4) to operate the fire engine, and two (2) certified fire department personnel to operate the ambulance. At no time shall there be fewer than five (5) certified fire department personnel on duty, with three (3) full-time certified fire department personnel on shift each day, to operate the fire engine, and two (2) certified fire department personnel to operate the ambulance.


### **ARTICLE 3—COMPENSATION**

#### **SECTION 3.01 WAGE, COMPENSATION AND LONGEVITY PROGRESSION**

##### **Salary Schedule**

Annualized compensation for Paramedic Firefighters, Paramedic Lieutenants, and Paramedic Fire Captains, is reflected in the below charts. The hourly rate for full-time Paramedic Firefighters, Paramedic Lieutenants and Paramedic Fire Captains work a cycle of 28 days, shall have their hourly rate computed dividing the annual compensation by 2,912.

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Fiscal Year 2016 (July 1, 2015 - June 30, 2016)										
Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 8	Year 10	Year 12
EMT-P/ FF	55,642.33	58,156.08	59,520.66	60,751.39	62,052.19	63,585.11	64,538.75	66,147.31	67,456.89	68,806.03
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H		
EMT-P/ LT	60,393.78	62,204.85	64,072.39	65,994.30	67,973.72	70,012.74	72,113.46	73,555.73		
EMT-P/ CPT	63,329.97	65,229.93	67,186.34	69,202.36	71,277.98	73,417.39	75,618.49	77,130.86		
Fiscal Year 2017 (July 1, 2016 - June 30, 2017)										
Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
EMT-P/FF	55,642.33	58,156.08	59,800.00	61,200.00	63,000.00	64,000.00	66,000.00	68,000.00	70,000.00	72,500.00
EMT-P LT	64,072.39	65,994.30	67,973.72	70,012.74	72,113.46	74,500.00	76,000.00	77,500.00		
EMT-P CPT	67,186.34	69,202.36	71,277.98	73,417.39	75,618.49	77,900.00	81,000.00	83,000.00		
Fiscal Year 2018 (July 1, 2017 - June 30, 2018)										
Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	
EMT-P/FF	55,642.33	58,156.08	59,800.00	61,200.00	63,000.00	65,000.00	67,500.00	69,500.00	72,500.00	
EMT-P/LT	64,072.39	65,994.30	67,973.72	70,012.74	72,113.46	74,500.00	76,000.00	77,500		
EMT-P/CPT	67,186.34	69,202.36	71,277.98	73,417.39	75,618.49	77,900.00	81,000.00	83,000		

For Fiscal Years 2018, a Member who has equaled or exceeded the top salary in the aforementioned charts for Fiscal 2017 shall receive a salary increase of 1% on the Member's anniversary date.

**FLSA**

All uniformed Members of the Olivette Fire Department assigned to a crew shall work rotational 24-hour shifts based on a 28-day work cycle. There are three crews identified as A, B & C. Each work rotation will consist of 48 hours on-duty and 96 hours off duty.

According to FLSA Guidelines, all non-exempt Members of the fire department will receive overtime at the rate of time and one-half for any regularly scheduled hours over 212 hours per 28-day cycle, provided that the employee is not on sick leave, FMLA or administrative leave or light duty hours worked due to an off duty injury during the qualifying FLSA 28-day cycle.

**Longevity**


For the remainder of fiscal year 2016, longevity pay shall be paid as per the below chart. Longevity shall cease to exist beginning July 1, 2016.

Olivette Fire Department Longevity Scale	
Service Period	Percentage Applied to Annual Compensation
2 -5 years of service	0 .5% of Annual Salary
5 -10 years of service	1.0% of Annual Salary
10 -14 years of service	3.0% of Annual Salary
14 + years of service	5.0% of Annual Salary

**SECTION 3.02 Holiday Pay**

Members physically at work, or on approved vacation or compensatory time on one of the City's recognized holidays identified in the Employee Handbook shall receive a stipend equal to 24 hours of pay at one-half the members' rate of pay.

This holiday pay shall accumulate throughout a 12-month period of November 1 through October 31 and be paid as a lump sum at the first pay period including November 1 of each year.

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**SECTION 3.03 Out-of-Rank Pay**

In the event that at least one ranked officer is not on-duty for more than 8 hours, out-of-rank pay will be paid to the shift employee working as “acting officer” for the time-period they are serving in this capacity. Firefighters or Firefighter/paramedics, who work out-of-rank, under this provision, will receive an additional \$1.00 per hour.

**SECTION 3.04 HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE**  
**Health, Dental, and Vision Insurance**

The City shall provide health insurance to its members. The City intends to pay 80% for individual employee coverage. For family, spouse or children coverage, the City intends to pay 70% of the difference between individual rate and the corresponding family, spouse or child rate; however, the Union recognizes this is contingent upon factors that may be out of its control. The employee will be responsible for the remaining cost of premium. The Union recognizes that the City is a Member of the St Louis Area Insurance Trust self-insurance pool, which provides for a broker to negotiate competitive pricing and coverage’s for its Members.

The City shall provide the opportunity for members to participate in dental and vision insurance at its group rate according to the current practice.

**Life Insurance**

The City’s intends to maintain group life insurance coverage for all members after six months of employment. The life insurance benefit is equal of one year’s base salary. Members may elect, through payroll deduction, to purchase an additional amount of life insurance coverage.

**Long Term Disability Insurance**

The City shall provide Long Term Disability Insurance, commensurate to the plan currently offered in the Employee Handbook.

**SECTION 3.05 PENSION AND RETIREMENT**

The City shall make Employer contributions to the Members’ pension plan on the same basis as for all other City members.

The City shall make available to its Members the option of participating in a 457 plan with pre-tax deductions to be transferred to the appropriate accounts in accordance with state and federal law.

The City shall also make available regularly scheduled pension education seminars for the purposes of responsible retirement planning.


**ARTICLE 4—EARNED TIME OFF**

**SECTION 4.01 DAYLIGHT SAVING AGREEMENT**

Local Union 2665 and the City of Olivette agree that “Spring forward” and “Fall back” days even out over time; therefore, it is agreed that both parties would benefit from a break-even status. No salary benefit will be paid or reduced from members.

**SECTION 4.02 SICK LEAVE**

Sick leave is not a privilege which an employee may use at the employee’s discretion, but shall be allowed only in cases of actual sickness or disability of the employee or in circumstances

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where illness in the employee's immediate family makes it necessary for the employee to be absent.

Members who are unable to work due to illness or injury or other situations covered by this policy must immediately notify the appropriate supervisor in accordance with the procedures adopted by the Fire Chief.

Sick leave must be taken in increments of 1 hour.

**Accrual Rate and Eligibility** Sick leave shall be accrued at the rate of sixteen (16) hours per month.

Sick leave shall begin accruing the first month after the date of hire on the second pay date. Sick leave shall not accrue for any semi-monthly pay period during which the employee is away from work for the entire pay period due to illness, injury or any approved leave without pay. An employee who is released for and offered light duty by the City, but who elects not to accept such assignment, will generally be ineligible for paid sick leave benefits.

**Accrual Recovery Method** – Those members who stop accruing for any of the above reasons will not accrue again until they have worked consecutively for one (1) pay period.

**Maximum Accrual** – The maximum amount of sick leave to be accumulated shall be 1,700 hours.

**Payment of Sick Leave upon Separation** – Members employed prior to November 10, 2015 are eligible for payment of sick leave upon separation as follows:

Those members leaving the City with 20 to 29 years of service shall be entitled to a final payment for sick leave at a rate of one-half (1/2) of accumulated sick leave, up to a maximum of 160 hours of pay.

Members leaving the City with 30 or more years of service shall be entitled to a final payment for sick leave at a rate of one-half (1/2) of accumulated sick leave, up to a maximum of 320 hours of pay.

This amount will be paid in lump sum at the time of separation.

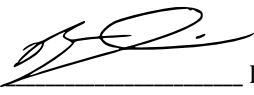
*One time implementation policy:*

*Members as of November 10, 2015 who are 50 year or older AND with 10 or more years of service may opt to stay under the current policy. Members must make the decision upon adoption of the new Handbook and will not be given an opportunity to change their decision.*

**Authorized Use of Sick Leave** Accrued sick leave may be used for absences due to the Member's bona fide personal illness, accident, injury that prevents him or her from working, or birth of a child (if the Member physically gave birth; otherwise use of sick leave for the birth of a child falls under the section below.) Sick leave may also be used by an Member for his or her own scheduled doctor and dentist appointments.

**Authorized Use of Sick For Member's Immediate Family** Sick leave may also be used for absences when the Member is needed to care for a Member of his or her immediate family who is ill or injured and requires the Member's personal care or presence. A medical certification may be required to support the need for additional sick leave use.

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In the event of a life-threatening illness or injury of a Member's family Member who does not meet the definition of "immediate family," the Fire Chief may allow the Member to use accrued sick leave.

**Failure to Report Absence/Abuse of Sick Leave** Supervisors shall closely monitor use of sick leave. It is anticipated that Members using paid City sick time for their own illness/injury or that of a family Member will use their sick leave time to recuperate or care for their family Member. Trips to the doctor or hospital stays which take the Member away from the home are acceptable, but other personal pursuits during paid sick leave will be considered an abuse of this policy.

Abuse of sick leave, including use of sick leave for anything other than an illness, injury, or doctor/dentist, appointment as provided for in this policy, may result in immediate disciplinary action, up to and including termination of employment, and may also render the Member ineligible for paid sick leave benefits. Maternity and paternity are covered under sick leave benefits for qualifying FMLA purposes. Similarly, Members who fail to timely report an absence or tardiness due to illness, injury, or doctor/dentist appointment may be disqualified from using sick leave for their absence.

**Other Employment During Sick Leave** Members on sick leave, whether paid or unpaid, may not work a second job, including self-employment or participate in volunteer work, during the period of leave, even if they have written authorization from their Department Head that generally authorizes the Member to work a second job. Exceptions to this policy may be obtained in writing from the Department Head. See Outside and Self-Employment Policy.

**Use of Other Leave** If approved by the Fire Chief, Members who have successfully completed six (6) months of employment and who have no accrued sick leave time, may use accrued unused vacation leave, other accrued paid leave, or leave of absence without pay.

**Documentation** Members requesting paid sick leave must request approval from their supervisor. A Member must present satisfactory proof of illness/injury that prevents him from working whenever the Member uses sick leave for three (3) or more consecutive work days, or at any other time if requested by the City.

A Member may also be required to present satisfactory proof of a family relationship and/or satisfactory proof of a family Member's illness or injury if the Member wishes to use accrued sick leave to care for the family Member. If the Member fails to present such proof in a timely manner, use of sick leave will be disallowed and no other paid leave may be used for the absence. Abuse of sick leave may result in discipline, up to and including termination of employment.

#### **SECTION 4.03 Personal Time**

Members shall receive 24 hours each year as a personal day. Personal days shall be scheduled in advance with Department Head approval. The personal day shall be credited on first payroll in December of each year. Personal days do not accrue from year to year.

#### **SECTION 4.04 Compensatory Time**

Overtime may be compensated in the form of 'compensatory time off' at the Members request.

The use of compensatory time shall be requested in accordance with vacation and leave policies and be charged in increments of not less than one (1) hour maximum accrual of compensatory time shall be 120 hours.

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**SECTION 4.05 MILITARY, COURT, JURY DUTY & FUNERAL LEAVE**

Military, Court, Jury Duty and Funeral Leave shall be granted as defined in the Employee Handbook.

**SECTION 4.06 VACATION**

Vacation leave is an earned benefit intended to provide members with paid time away from the work environment to pursue activities that will promote the well-being of the individual. Vacation leave may also be used for purposes of attending to personal business, extending sick leave when accrued sick leave is exhausted, or for other purposes.

**Scheduling Vacation Leave**

**General Guidelines**

- Each shift may have a maximum of two (2) Members off on approved earned leave at the same time provided there is at least one Officer on-duty and a qualified driver for the pumper.
- Member’s supervisor may grant all vacation requests.
- If a Member does not have enough accrued vacation, the request will not be approved.

**Annual Vacation List**

- The vacation list will be posted on November 1<sup>st</sup> or the first weekday after.
- Vacation picks are to be completed by 5:00 PM on November 19<sup>th</sup>
- A single (or half-day) vacation day picks, or any number of consecutive days, counts as one pick.
- A maximum of three (3) half-day picks are permitted per year.
- When choosing a ½ day, your pick must be clear of it is 06:30-18:30 or 18:30-06:30.
- All vacation will be selected in rotation by seniority, beginning with the most senior person on the shift.
- Any vacation requests after that will have to wait until the annual work-schedule calendar is posted.

**Vacation Requests Following the Annual work-schedule calendar**

- Vacation may be requested in the following methods:
  - Call in any time before your shift until 8:00 p.m.
  - Report for duty and decide that morning, as long as minimum staffing is maintained.

Vacation leave may be taken in as small as 4-hour increments of time.

**Vacation Accrual Rate**

All members covered by this Agreement shall accrue vacation leave on the second pay period of the month as defined herein. Vacation hours shall accrue as defined herein, regardless of any other form of paid or unpaid leave taken by the employee.

Accrual rates are based on length of service with the City

<b>Service Period</b>	<b>Hours Accrued Monthly</b>
First five years of service	14 hours monthly
6 through 10 years of service	18 hours monthly
11 through 15 years of service	26 hours monthly
16 through 20 years of service	28 hours monthly
21 through 25 years of service	32 hours monthly
26 + years of service	36 hours monthly

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**Maximum Vacation Accrual** Unused leave may be carried into the next calendar year. However, the maximum carryover of vacation leave is 240 hours.

**Compensation for Vacation Leave** Vacation is paid at the employee's regular rate of pay at the time vacation leave is used and is paid only for hours the employee would ordinarily have worked.

Upon an employee's resignation, termination, separation, or retirement, an employee shall be paid for accrued unused vacation leave at the rate of pay the employee was receiving at the time of separation up to their maximum accrual limitation, less any legal and authorized deductions. Upon the death of an employee, payment for accrued unused vacation leave shall be made to the employee's beneficiary. Pay shall be at the employee's last regular rate of pay.

**Required Vacation Leave** When it appears that time away from work may be in the best interest of the Member or the City, the Fire Chief may, with the approval of the City Manager, require the Member to take at least one week of accrued vacation.

#### **SECTION 4.07 – FMLA and Extended Leave**

##### **1. FMLA**

Leave under the Family and Medical Leave Act (FMLA) shall be granted in accord with applicable federal and state law. Any absence that qualifies for both sick leave and FMLA leave will typically run concurrently, as both FMLA leave and sick leave.

##### **2. Extended Leave, Non-Duty Related Injury or Pregnancy.**

A Member who cannot work due to a non-duty related injury or pregnancy shall be permitted to use all accrued earned leave concurrently with FMLA leave. The City shall hold the Member's position for six months from the date of the Members' inability to work or the date the Member's accrued leave is exhausted, whichever comes last. The Fire Chief may extend the leave period for up to an additional three months in his or her discretion due to extenuating circumstances.

While an employee is unable to work, a temporary full-time employee may be hired or promoted if it is deemed necessary by the Fire Chief, subject to approval of the City Manager. When the Member is cleared to return to work, he/she shall do so with the same rank as when he/she was injured.

Should the Member be unable to return to duty at expiration of the extended leave, the City may fill the position. The member shall be placed at the top of future hiring lists provided that the Member is qualified for the position and is determined to be fit for duty. On reinstatement the Member shall return to the department with seniority equal or comparable in status to that in effect when his or her absence began.

##### **3. Extended Leave, Duty Related Injury or Condition.**

When a Member incurs an on-the-job injury or illness requiring the Member to take workers' compensation leave, the Member is eligible for salary continuation. Members receiving worker compensation payments may use a combination of sick and/or vacation in lieu of sick

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leave to receive a full pay check. To receive salary continuation benefits, the injured Member is required to exchange his/her workers' compensation temporary income benefit payments for the employee's regular pay checks.

Under no circumstances will an employee on workers' compensation leave receive paid benefits (e.g., workers' compensation, salary benefits, salary continuation benefits, disability insurance benefits, or paid leave time) in excess of the amount the employee would normally receive in base salary/wages (excluding overtime, shift differential, or any other type of extra compensation) if the employee was not injured and able to return to work.

While an employee is unable to work due to an on the job injury, a temporary full-time employee may be hired or if it is deemed necessary by the Fire Chief, subject to approval of the City Manager. When the Member is cleared to return to work, he/she shall do so with the same rank as when he/she was injured.

Benefits, such as sick leave, vacation leave, longevity pay, scheduled salary increases, pension contributions, and seniority shall continue to accrue during this leave. Health and life insurance premiums outlined in this Agreement will continue to be paid by the City.

## **ARTICLE 5—CONDITIONS OF THE AGREEMENT**

### **SECTION 5.01 SAVINGS PROVISION**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, by any court or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the provisions of this Agreement shall be amended so as to render the provision in question in compliance with applicable law as close to the original intent of the parties as possible.

### **SECTION 5.02 NO STRIKE**

The Union and the Members shall not engage in, nor encourage any engagement in, either directly or indirectly, strikes, slowdowns, group illness, or withdrawal of services against the Olivette Fire Department or the City of Olivette.

The Union and the Members shall not hinder nor prevent any entrance to or egress from fire houses or any other public buildings nor shall the Union or the Members obstruct nor interfere with the free and uninterrupted use of public roads, streets, highways, railways, airports, or other ways of travel.


The Union and the Members may engage in informational picketing consistent with and to the extent allowed by law.

### **SECTION 5.03 COMPLETE AGREEMENT AND REOPENING PROVISION**

This Agreement constitutes the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the parties.

The parties shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement during the term of the Agreement, but the parties may do so if each so desires.

City: \_\_\_\_\_ Date: \_\_\_\_\_

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**SECTION 5.04 SUCCESSOR ENTITIES**

The Olivette FD Shop of IAFF Local 2665 recognizes that should the Shop disaffiliate with the IAFF and/or Local 2665 that the terms and conditions contained within this Agreement will not automatically be transferred to whatever authorized bargaining agent, if any, assumes the representation of the Members of the Shop. If the transferring entity is established as the exclusive bargaining agent of the Shop as recognized by law, the City reserves the right to honor none, part, or all of this Agreement at its discretion.

If the City intends to explore the merger, consolidation, or outsourcing of fire suppression, rescue, or fire department management services to another public agency, the City will provide immediate notice to the Union of the City’s intent to do so, and the Union shall have the opportunity to be heard on the possible change. The Olivette City Council may effect such a change if it determines that such actions will best serve the public welfare. The City will further provide a minimum notice of three months to the Union before the change goes into effect. If the successor agency is a public agency, the City will work in good faith with the successor in an effort to transfer Union jobs from the City to the successor under the terms and conditions of this Agreement, to the extent such transfer is feasible.

**SECTION 5.05 AGREEMENT TERM AND NEGOTIATING EXTENSION**


This Agreement is entered into as of the date last executed by the parties and shall remain in full force and effect through June 30, 2018. If a party desires to negotiate a successor agreement, the party shall give notice of such desire not later than December 1, 2017, and negotiations shall begin no later than January 2, 2017. The parties shall work in good faith to collectively bargain and reach agreement on a successor agreement prior to June 30, 2018. If the parties fail to provide notice of a desire to negotiate a successor Agreement, or fail to reach an agreement on a successor Agreement, then this Agreement shall be automatically extended until a successor agreement is entered into by the parties

**SECTION 5.06 IMPASSE**

If the parties have exchanged no less than three proposals and counter proposals during the negotiation on a successor agreement (as contemplated in Section 5.05 hereof) and the parties agree that further exchanges would be futile, the parties may declare an impasse on any or all items under discussion.

If there is an impasse, the Union shall submit its proposal for consideration by the Olivette City Council. The council shall either approve the Union’s proposal or order further negotiations between the City and the Union. If the council approves the Union’s proposal, it shall become the successor agreement. If the council orders further negotiations, the City and Union shall submit to said direction and continue their efforts to reach a conclusion.

If further negotiations fail to resolve the impasse, the matter shall be submitted to a selected mediator from a list provided by the Federal Mediation and Conciliation Service (FMCS), whose fees shall be split evenly by the parties. The mediator shall hear the party’s positions and shall try to assist the parties in reaching agreement. If an agreement is reached, the agreed document shall be submitted to the council with the parties’ recommendations.

City: \_\_\_\_\_ Date: \_\_\_\_\_ Union:  \_\_\_\_\_ Date: March 19, 2016 25

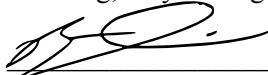
Should agreement not be possible, the mediator shall reduce to writing his or her recommended resolution on any outstanding matter. The mediator's recommendation shall be presented to the Olivette City Council, along with each parties' final proposal.

If the council approves the mediator's recommendation, or if the council approves either proposal, the approved document shall be submitted to the Union for acceptance or rejection. If the Union rejects the approved document, the parties will renew negotiations for a successor agreement not earlier than six months or later than one year following the Union's rejection.

Date: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Barb Sondag, City Manager – City Of Olivette, MO 63132

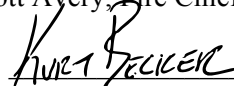
Date: March 19<sup>th</sup>, 2016

By:   
Ben Oris, Shop Steward – City of Olivette Fire Dept. IAFF Local 2665

Date: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Scott Avery, Fire Chief – City Of Olivette, MO 63132

Date: March 19<sup>th</sup>, 2016

By:   
Kurt Becker, District Vice-President – IAFF Local 2665

Date: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Paul Martin, City Attorney – City Of Olivette, MO 63132

Date: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Jeff Proctor, Business Manager – IAFF Local 2665

City: \_\_\_\_\_ Date: \_\_\_\_\_

Union:  Date: March 19, 2016

EXHIBIT A  
**GRIEVANCE FORM**

This form is to be used in reporting a grievance pursuant to the Collective Bargaining Agreement between the City of Olivette and International Association of Fire Fighters.

Grievant(s) Name(s): \_\_\_\_\_

Date of Filing this Form: \_\_\_\_\_

Article(s) and Section(s) of the Agreement allegedly violated: \_\_\_\_\_

Date of the Alleged Violation(s): \_\_\_\_\_

Full and Complete List of any and all Actions Grieved: \_\_\_\_\_

Prior Actions Taken to Resolve this Issue: \_\_\_\_\_

Proposed Remedy: \_\_\_\_\_

Signed: \_\_\_\_\_


Employee

Signed: \_\_\_\_\_

Union Official

Date Delivered to Fire Chief: \_\_\_\_\_

City: \_\_\_\_\_ Date: \_\_\_\_\_

Union:  \_\_\_\_\_ Date: March 19, 2016