

BILL NO.: 4505

ORDINANCE NO.: _____

Introduced by: Council Present

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI AUTHORIZING THE MAYOR, ASSISTANT CITY MANAGER, AND FIRE CHIEF TO EXECUTE THE ATTACHED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BERKELEY AND THE PROFESSIONAL FIRE FIGHTERS OF EASTERN MISSOURI LOCAL 2665

Now, Therefore, Be it Ordained by the City Council of the City of Berkeley, Missouri, as follows:

Section 1 The Mayor, Assistant City Manager, and Fire Chief are hereby authorized to execute the attached Collective Bargaining Agreement between the City of Berkeley and the Professional Fire Fighters of Eastern Missouri Local 2665.

Section 2 The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

Section 3 This Ordinance shall be in full force and effect from and after the date of its passage.

1st Reading this 14th day of November 2016

2nd Reading this _____ day of _____ 2016

3rd Reading, PASSED and APPROVED, this _____ day of _____ 2016

Theodore Hoskins, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved As To Form:
Donnell Smith, City Attorney

Final Roll Call:

| | | | | | | | | |
|------------------------------|-----|-----|-----|-----|--------|-----|---------|-----|
| Mayor Hoskins | Aye | ___ | Nay | ___ | Absent | ___ | Abstain | ___ |
| Councilwoman Hoskins | Aye | ___ | Nay | ___ | Absent | ___ | Abstain | ___ |
| Councilwoman Kirkland | Aye | ___ | Nay | ___ | Absent | ___ | Abstain | ___ |
| Councilwoman Mathison | Aye | ___ | Nay | ___ | Absent | ___ | Abstain | ___ |
| Councilman-at-Large McDaniel | Aye | ___ | Nay | ___ | Absent | ___ | Abstain | ___ |
| Councilwoman Mitchell | Aye | ___ | Nay | ___ | Absent | ___ | Abstain | ___ |
| Councilwoman Williams | Aye | ___ | Nay | ___ | Absent | ___ | Abstain | ___ |

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BERKELEY, MISSOURI

&

THE PROFESSIONAL FIRE FIGHTERS

OF

EASTERN MISSOURI I.A.F.F. LOCAL #2665



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PREAMBLE

This Collective Bargaining Agreement (CBA) is made and entered between the City of Berkeley, Missouri, (hereinafter referred to as the "Employer"), and the Professional Fire Fighters of Eastern Missouri, organized with the International Association of Fire Fighters Local Union No. 2665, (hereinafter referred to as the Union), affiliated with the AFL-CIO, will be as follows;

It is the purpose of this CBA to facilitate, achieve and maintain efficient, harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment for the members of the Union employed by the Employer.

ARTICLE 1-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 of Berkeley hereby recognizes Professional Fire Fighters of Eastern Missouri, Local 2665, IAFF, AFL-CIO, as the exclusive bargaining representative as follows:

Bargaining Unit: For an appropriate unit consisting of all full-time employees (Firefighters, Firefighter/EMT's, Firefighter/Paramedics and Captains of the Berkeley Fire Department, but specifically excluding Battalion Chiefs, Assistant Chiefs, and the Fire Chief.

The Charter and the municipal ordinances of the City of Berkeley, the current agreed upon Employee Handbook of Personnel Rules and Regulations, Policies, and Benefits, Adopted July 7th, 1976 revised April 27, 2007, current Fire Department Rules and Regulations Adopted 1993 (Josh Richardson City Manager and R.J. Sims Fire Chief), current Fire Department Operational Guidelines (to be provided by Fire Chief) and this Collective Bargaining Agreement shall all work unilaterally as an agreement between the City of Berkeley and Local 2665 the Professional Firefighters of Eastern Missouri.

ARTICLE 2-UNION SECURITY AND DEDUCTION OF DUES

Employees in the designated job classification shall have the option to join the Union or not as per the current City of Berkeley regulations adopted and revised July 7, 1976 and revised April 27, 2007 sections 11.00. Union dues and assessments, if applicable, shall begin after the initial date of employment. The Employer agrees to deduct monthly dues and assessments in amounts certified to be current by the Secretary-Treasurer of the Union from the pay of those Employees who individually request in writing that such deductions be made. Any duly authorized Shop assessments shall be deducted from pay, at the direction of the Union Treasurer of all Shop members. The Employer shall remit the total amount of deductions each month to the Treasurer of the Union. The authorization shall remain in full force and effect until rescinded by the Employee. The Union agrees to indemnify and hold harmless the Employer against any and all claims, demands, suits, or proceedings arising out of or by reason of any action taken or not taken by the Employer in reliance upon the dues deduction authorization furnished by the Union to the Employer. The Employer shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity; and the Union shall promptly defend such suits or proceedings without cost to the Employer and shall undertake such defense and pay costs thereof, including attorney's fees incurred by the Employer, shall be charged to the Union.

Any present or future employee of the bargaining unit who is not a member of and does not make application for membership to the union may voluntarily pay a service charge to the shop (union), equal to the standard deduction each pay day, as set by the shop as a contribution or fair share towards the administration of this agreement. The current rate of twenty-two (\$22.00) dollars for the length of this agreement shall be assessed as the fair share for stated affected employees.

The city agrees to payroll deduct this service charge from the pay of said employee(s) every pay date and forward it to the shop steward to be deposited with the union dues paid by the union members.

The above mentioned shall not be misconstrued as union dues.

ARTICLE 3-UNION REPRESENTATION/DISCIPLINE AND DISCHARGE

An employee will have the right to have Union representation at any meeting, if requested, when such meeting may reasonably be likely to lead to disciplinary action against such employee. During the terms of this agreement all notifications of discipline that are placed in the employees file shall be dated. The employee shall be given the opportunity to sign any and all notices of discipline placed in his/her file. Any refusal to sign shall be noted by management. The employee shall be furnished with a copy of said documents.

The Union and the City of Berkeley agree that no permanent, non -probationary employee bound by this agreement shall be disciplined or discharged without just cause and allowed their procedural and substantive due process. The only exception to this provision shall be to a probationary employee who has not successfully completed his/her probationary period and has not been appointed as a permanent employee. The Employer furthermore agrees to hold a hearing within ten (10) days to investigate administrative charges and evidence against the employee. The Employer shall notify the employee and the Union of the charges and evidence against the employee, and shall make this information available at

least seven (7) days prior to the hearing. The established time frames for the hearing and notification may be altered only by mutual consent of the Employer and the Union. The employee shall have the right to be accompanied and represented by the Union and/ or legal counsel. During the term of this agreement, all notation of discipline that are placed in an employee's file shall be signed and dated by the employee, with the employee receiving a copy of said document. It is agreed that the Employer has the right to discipline or discharge an employee, but only upon a showing of just cause after notice and the opportunity for a hearing. The employer's final decision shall be made available to the affected employee within seventy-two (72) hours.

The Employees covered by this CBA and the Union may request Union representation be present at any meeting between said Employee and the Employer or a representative thereof, pertaining to discharge, suspension or demotion. The Employee shall have the right to be accompanied and represented by the union. After one (1) year without disciplinary action, any minor disciplinary actions or reprimands against the Employee shall be placed in a non-active file. All steps shall be in conjunction with The City of Berkeley Employee Rules and Regulations adopted and revised April 27, 2007 Sections 6.03-6.08.

ARTICLE 4-DISCRIMINATION

The parties in this Collective Bargaining Agreement (CBA) agree not to discriminate against any Employee because of race, color, national origin, religion, age, sex, or disability as defined by ADA. The parties agree to adhere to all federal, state and local laws pertaining to the above.

ARTICLE 5-UNION ACTIVITY

The Employer agrees not to discriminate, intimidate and/or retaliate against any employee for his or her activity on behalf of, or membership in the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer against any Employee for activity or inactivity, on behalf of or membership in the Union, as set forth in the current City of Berkeley Employee Rules and Regulations adopted July 7, 1976 and revised April 27, 2007 section 2.17.

ARTICLE 6-GENDER

Wherever the male gender is used in this Collective Bargaining Agreement (CBA) it shall be construed to include both male and female members.

ARTICLE 7-UNION BUSINESS

1. The applicable members of the Negotiating Committee of Local #2665 being primarily its Executive Board, shall be granted time off with no cost to the Employee, if on duty, for scheduled meetings with the Employer or its agents in conjunction with the negotiation and/or grievance proceedings, provided minimum manning requirements are met at the respective fire house(s) (as established in the Departments S.O.G.s). Should the minimum requirements not be able to be met, the applicable fire house company shall be allowed to report to the place of the meeting, within city limits other than active fire ground situations.
2. All equipment will be allowed to move into one (1) engine house to conduct Union Shop meetings for not more than one hour per month. Said meetings will be scheduled seven (7) days in advance. It is understood that this section does not violate any provision of the fire department rules and regulations.
3. All fire department personnel and members covered by this agreement shall have the option of attending all public meetings including but not limited to the city council and any special meetings in the City of Berkeley while off duty.

ARTICLE 8-SUBSTANCE ABUSE

In order to maintain a safe working environment, the alcohol/substance policies set forth in the current City of Berkeley Employee Rules and Regulations adopted and revised April 27, 2007 section 16.

ARTICLE 9-BULLETIN BOARDS

The Employer agrees to furnish and maintain (space for) a suitable bulletin board in a convenient place in each station to be used by the Union and the Employer.

The Union shall limit the use of its space on the bulletin board for the posting of Union business notices and bulletins. All items to be posted by the Union shall be signed by the Shop Steward and the Fire Chief. Only the shop steward/shift stewards or the Fire Chief shall be authorized to remove any union or shop related notices from said board. The Fire Chief shall provide notice to the shop steward prior to removing anything from the board. Any discrepancies between the fire chief and the shop steward will be handled by the city manager within a timely manner.

ARTICLE 10-JOINT LABOR MANAGEMENT COMMITTEE

There shall be a Joint Labor Management Committee consisting of three Union representatives, selected by its members, and up to three Administration representatives. The goals of the Joint Labor Management Committee (JLM) shall be as follows:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least semi-annually to discuss all matters of mutual concern, specifically including matters of health and safety.
2. The committee shall meet at the request and agreement of the majority of committee members. 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.
3. Make periodic inspections of the Fire Department facilities, apparatus, protection equipment, protection clothing, and devices to review work methods and conditions, including training procedures at least once a year.
4. Make written recommendations for the correction of hazardous conditions or unsafe work methods, which come to its attention. All recommendations shall be forwarded to the Fire Department officials responsible for providing a safe and healthy workplace.
5. Make written recommendations to modify and add rules and procedures to further promote the avoidance of accidents, death and injury incidents again.
6. Submit all other agreed upon recommendations concerning labor-management relations to the Shop Steward and the Employer for their mutual consideration. All recommendations of the committee are advisory only. All decisions are made by the Employer.
7. All committee recommendations shall be reduced to writing and provided to management for approval, within a reasonable period of time. Management shall provide a written response to the recommendations within a reasonable period of time.

ARTICLE 11-JOINT LABOR MANAGEMENT COMMITTEE RECOGNITION

In addition to the Joint Labor Management Committee, appointed union members shall serve as committee representatives and shall participate in discussions held with and the following committees along with Fire Chief:

Long Range Planning/Budget
 Pension
 Health and Welfare
 Safety
 Apparatus
 Promotional
 Uniform & Personal Protective Equipment
 Hiring
 SOP/SOG
 Public Relations

ARTICLE 12-PREVAILING RIGHTS

Note: The Employer shall assume no responsibility for loss or damage to or theft of personal items.

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 speak to Council Members and suffer no recourse providing that there are no infractions of the Employee Personnel Rules and Regulations.
2. Employees on duty may be allowed to remain in the bunk as defined by departmental rules and regulations.
3. Employees are allowed to shower after a working fire, or any strenuous activity, or any hazardous condition.
4. Employees shall be allowed to place padlocks on personal lockers as long as the key or combination is provided to the city, and a shift representative is present at the time it is necessary to open the locker.
5. Employer will provide storage space for commissary items.
6. Reasonable use of radios, televisions, lamps, and laptop computers shall be allowed. However, no headphones will be allowed while on duty.
7. The Employer agrees to supply and maintain reasonable accommodations at each Engine House including but not limited to:
 - a. Refrigerator
 - b. Stove
 - c. Oven
 - d. Microwave
 - e. Heating/Air Conditioning
 - f. Maintain adequate living quarters
 - g. Maintain adequate protective gear
 - h. Maintain adequate food preparation areas
 - i. Maintain adequate work related equipment, material and supplies.
8. Employees may use all non-emergency telephones for personal calls; employees may use such telephones in accordance with City of Berkeley telephone policy.
9. A Pension representative shall be allowed to attend City of Berkeley pension meetings while on duty with pay.
10. Employees are allowed to work on personal projects and store it for a minimal time frame at the Engine house upon approval of the Battalion Chief. The Employer shall assume no responsibility for loss/damage to or theft of personal items which may be stored.
11. Employees shall be permitted to smoke in designated areas outside the building only.
12. Employees shall be allowed, with approval of the Battalion Chief, to wash vehicles in designated areas.
13. Employees may eat meals and prepare them 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 meals are interrupted by Fire Department emergency services.
14. Employees may work on individual interests, including study and exercise as approved by the Shift Commander.
15. Employer agrees to allow each engine house the opportunity to obtain food once a day while on duty. All units and personnel must remain in full radio service.
16. Employees shall be provided training in the use of standard fire department and emergency medical equipment and the introduction of a new device or procedures shall not be done until training has been provided.
17. Employer shall provide full turnout gear in accordance with current standards.
18. Employer shall replace any turnout gear that is lost, stolen, or damaged, unless such loss or damage is caused by negligence or carelessness, while on an alarm or on fire department grounds, in fire department building or on fire department business functions approved by the Employer.
19. Employer shall not cause a loss of pay due to a transfer required by the Employer for any reason including promotion.
20. No rights, privileges, working condition, rules or regulations shall be changed for arbitrary and/or retaliatory reasons.
21. All rights and privileges belonging to the bargaining unit members as of the date of this CBA, shall remain unchanged and unaffected by this CBA.

ARTICLE 13-SUPPLIES

The Employer agrees to maintain everyday kitchen supplies at each engine house, at the rate of two-hundred-twenty dollars (\$220.00) total a month, or one-hundred-ten dollars (\$110.00) per engine house per month. Such supplies may be, but not limited to: coffee, creamer, condiments, aluminum foil, plastic wrap, cooking spices, and any other supplies that may be needed. The purchaser for the fire department shall produce receipts for all purchases to the fire department.

ARTICLE 14-RULES AND REGULATIONS

The Employer agrees to post new, amended, or revised Departmental Rules and Regulations fifteen (15) calendar days before implementing said rules, unless an emergency exists.

ARTICLE 15-GRIEVANCE PROCEDURES

All full time employees, who have completed their initial probationary period, can initiate a formal grievance process. A grievance is an allegation by an eligible employee of a misapplication, misinterpretation, or violation of a specific provision of an applicable employee policy or Governing Board policy or administrative regulation, which has an adverse effect on the employee.

Further, the procedures set forth herein for the filing of a grievance shall be used by any Employee of the City of Berkeley who is covered under the terms and conditions of this Agreement, and who wishes to grieve any form of discipline assessed against him/her by the City.

Grievances may be filed by a Shop Officer on behalf of the grievant provided that the grievant has requested in writing that the shop steward do so on their behalf.

Any allegations of illegal discrimination, including allegations of sexual harassment or ADA (Americans with Disabilities Act) violations, should be brought to the attention of the designated personnel responsible for human resources; such allegations are not covered by this procedure. Meetings held under this procedure shall be conducted at a time and place that affords a reasonable opportunity for the grievant(s). To submit a formal written grievance, the Employee Grievance Form must be utilized. There are 5 levels to the grievance policy. Level I is the Preliminary Oral/Written Grievance Discussion with the immediate supervisor: Fire Captain. Level II is the Written Grievance to the Shift Supervisor: Battalion Chief. Level III is the Written Grievance to the Department Head: Fire Chief. Level IV is the Written Grievance to the Designated Personnel Responsible for Human Resources. Level V is to the City Manager or designee for final review. If the grievance moves from one level to the next, the grievant cannot add new considerations to the grievance. All grievance response times will be based on business days, holidays are not included. The grievance policy shall be followed accordingly:

a) Level I – Preliminary Oral/Written Grievance Discussion with Immediate Supervisor: Fire Captain

An employee will meet with and/or discuss the issue with their immediate supervisor within ten (10) business days of the date the action was taken by the Supervisor. Within ten (10) business days of the discussion/meeting, the supervisor will inform the employee of their decision in writing. If the employee is not satisfied with the supervisor's decision, they may submit a formal written grievance using the Employee Grievance Form.

b) Level II – Written Grievance Discussion with Shift Supervisor: Battalion Chief

The deadline to submit a formal written grievance to his or her Battalion Chief is within five (5) business days of the receipt of the immediate supervisor's decision. The Battalion Chief shall hold a meeting to discuss the grievance and reply in writing to the grievant within five (5) business days after the meeting. If grievance is not satisfied it will be forwarded to the Fire Chief.

c) Level III – Written Grievance forwarded to Department Head: Fire Chief

The deadline to submit a formal written grievance to his or her Department Head is within five (5) business days of the receipt of the Battalion Chief's decision. The Department Head shall hold a meeting to discuss the grievance and reply in writing to the grievant within five (5) business days after the meeting.

d) Level IV – Written Grievance to the designated personnel responsible for human resources :

If the grievant is not satisfied with the Department Head's written response, the grievance may be submitted for Level IV consideration. The deadline to submit a formal written grievance to the designated personnel responsible for human resources is within five (5) business days of the Level III reply. The designated personnel responsible for human resources shall hold a meeting to discuss grievance and reply in writing to the grievant within five (5) business days after the meeting.

e) Level V – City Manager or designee:

If the grievant is not satisfied with the designated personnel responsible for human resources written response, the grievance may be submitted for Level V consideration. The deadline to submit a formal written grievance to the City Manager or designee is within five (5) business days of the Level IV reply. The City Manager or designee shall hold a meeting to discuss the grievance and reply in writing to the grievant within five (5) business days after the meeting.

If the grievant is still not satisfied, then an appeal can be made within ten (10) business days of the Level V reply to the Civil Service Board. Upon receiving a complaint requesting a hearing, the Civil Service Board shall schedule and hold a

hearing as promptly as the circumstances permit, but no later than thirty (30) days from the date of the request for a hearing. The hearing will be convened with the Department Head, appellant, and such appropriate witnesses as they or the Civil Service Board shall request. The Civil Service Board, after such hearing, shall make final disposition of the case. A copy of the final disposition from the Civil Service Board will be sent to the appellant, City Manager, and filed as a permanent record with the City Clerk. A final decision will be made within thirty days from the date of the hearing.

ARTICLE 16-STAFFING/VACANCIES

Staffing in the Fire Department shall be as follows:

The Department shall always maintain minimum staffing of seven (7) on duty personnel, per shift. This minimum staffing shall be comprised of two (2) Captains/Acting Captains, two (2) EMTs, and two (2) fire fighter/PMs on duty and one (1) Battalion Chief, for a total of seven (7) personnel per shift. Each fire apparatus, including any ladder truck or pumper truck, shall be staffed with three (3) of the six (6) fire fighter/EMTs or fire fighter/PMs on duty. There shall be (2) EMT-Ps on duty each day. If the City of Berkeley contracts out its Ambulance Service and the contract between the City of Berkeley and the third-party ambulance provider dictates that the Ambulance Service is dedicated to the City of Berkeley only, to operate only within the City of Berkeley, the Fire Department may reduce the EMT-Ps down to one (1) per shift. The Battalion Chief on duty may not be counted towards attaining the minimum staffing required on any of the Department's fire apparatus.

Anyone who is currently employed and completes the fire academy by December 31, 2016 can qualify as man power after graduation, and must obtain their EMT within one (1) year of January 1, 2017.

In the event of a temporary or permanent closure of a Fire House by the Department, the aforementioned minimum staffing shall still be retained unless the City can demonstrate that the closure has resulted in an actual reduction in the City's operating revenue of more than 30% in the fiscal year following the closure. The City must demonstrate this drop in revenue as verified by an independent auditor.

In the event manpower falls below the required seven (7) personnel for more than four (4) hours, employees shall be called in for overtime. When manpower falls below the required seven (7) personnel, the Battalion Chief may be counted towards the required manpower necessary to keep the apparatus in service for up to four (4) hours, but in no event may the Battalion Chief, under any circumstances, be counted towards the required manpower necessary to keep the apparatus in service for more than four (4) hours.

Employees can be subject to discipline for intentionally utilizing this policy to go below Minimum Staffing for the purpose of creating the need for overtime, which would otherwise have not been necessary.

ARTICLE 17- PROMOTIONS

In so far as possible, vacancies in classified positions covered by this CBA will be filled by promotion from within the department. The factors determining promotions may include competitive oral and written exams, assessment center, work record, and length of service. Employees will be offered the first position that becomes available for which they are qualified. All employees that have completed at least one year of service after completion of probation will be eligible for promotional testing for the level of Captain and below. Eligibility for promotional testing for levels above that of Captain shall be dictated by the employer. The employer shall provide each applicant with the subjects to be covered in the test and the percentages to be used for scoring at least fifteen (15) days prior to testing. The shop steward or his designee (who shall not participate in the testing) may not be present for the actual testing, but may be present during the tally of scoring as an observer only.

ARTICLE 18-DEFINITION OF SENIORITY

Seniority shall be defined as the employee's length of continuous service with the city beginning with his latest date of hire, except that employees rehired within one year of the date of separation will be given credit for the entire length of service.

ARTICLE 19-LAYOFF AND RECALL

In the case of layoffs within the fire department, the city administration will consult with representatives of the union. Ultimately, if layoffs are still deemed necessary the city will assess its needs, and layoff and recall by seniority (i.e. length

of service time on the fire department) with the employee with the least seniority being laid off first, and the employees with the most seniority being called back first. Any employee recalled shall be available for duty within fourteen (14) days, with notification by certified mail, or the city may recall the next eligible employee.

ARTICLE 20-SICK LEAVE/INJURY LEAVE

Sickness of or an injury to an Employee that is not sustained in the performance of the Employee's duties shall be covered under the current City of Berkeley Rules and Regulations sections 9.02-9.03. A fire department employee that suffers an illness or injury while operating on-duty in an official capacity, shall receive compensation consistent with the Missouri Workers Compensation Laws.

Each Employee will accumulate twelve (12) sick days per year, at twenty-four (24) hours per day. Sick leave is for illness or non-work related injury. These sick leave days can be accumulated from year to year with a maximum accumulation of 100 days. Compensation for these sick days will be made to the Employee at a full rate of pay for twenty-four (24) hours.

Injury or illness that occurred as a result of an Employee's performance of his/her duties will not reduce accumulated sick leave days.

Sick leave for new Employees shall be accumulated at the rate of one (1) sick day per month, at twenty-four (24) hours a day, starting the first day of employment. Employees shall be permitted to use sick days after six months of continuous service from the date of hire. Sick leave shall be deducted from the Employee bank per hour of usage. Should the Employee expect he/she will be on sick leave for longer than one (1) day and has indicated such, when first informing the Battalion Chief, or whomever is working in that capacity, a notification prior to the additional sick leave day used shall not be required. Notifying through the chain of command to the Battalion Chief or whomever is working in that capacity shall be made. Should an Employee become ill or injured and would be unable to report for themselves, he/she shall have someone notify the Battalion Chief anytime on the day before his/her scheduled work day up to 2200 or by 0600 on the morning of his/her scheduled work day. Should the Battalion Chief not be available for notification, the Captain shall be notified. A Doctor's certification is required for three (3) consecutive days use of sick leave. (See Section 9.02 in personnel rules and regulations, revised April 27, 2007) Sick leave days used in succession with the firefighter's work schedule shall be counted as only one incident.

Sick leave will be granted for the following reasons:

1. Personal illness or physical incapacity resulting from causes beyond the control of the employee.
2. Pregnancy (as required by 1978 Amendments to Title VII of the Civil Rights Act of 1964, Pregnancy and Pregnancy related conditions shall be treated as any other illness or short-term disability).
3. Forced quarantine of the employee in accordance with state or community health regulations.
4. Medical and dental appointments to be scheduled providing it is at the beginning of the work period whenever possible to avoid disruption of work.
5. Inpatient or outpatient treatment or counseling for mental or emotional problems when the appointments conflict with the regular work schedule.

Continuance of pay during absence from duty due to sickness or other approved reasons shall depend upon compliance with the following procedures:

On the first day of absence from duty, the Employee, or someone on their behalf, shall notify the appropriate shift commander who shall in turn notify the Fire Chief of the reason for such absence. If the duration of the illness lasts longer than one (1) day, the employee shall keep the Battalion Chief apprised of the progress of the illness. It shall be the Employee's responsibility to maintain good health. This includes seeking competent medical attention in an illness lasting longer than three (3) consecutive shift days. Employees are urged (and may be required) to seek treatment and counseling for mental and emotional problems, which may affect work performance.

Sick Leave and FLMA Policies shall be adhered to by following the Personnel Rules and Regulations, revised April 27, 2007.

ARTICLE 21-OVERTIME

A shift will result in either 212 or 216 hours in a twenty-eight (28) day calendar work cycle. Hours worked in excess of 212 in a twenty-eight (28) day work cycle shall be compensated for a rate of one and one half (1 ½) times the employee's regular rate of pay.

Definitions

1. Voluntary Hours: Shall be defined as any shift, voluntarily worked at the firehouse.
2. Ordered Hours: Shall be defined as any occurrence that requires an Employee to be called into, or remain at the firehouse with or without their consent.

The Order list will not reset each year and shall continue indefinitely. It will begin with the person with the least seniority and proceed through the entire roster before starting over. The only exception shall be that when a new employee starts, they shall be placed at the top of the list. Ordered hours will occur in the event that no one volunteers for overtime and on-duty staffing falls below six (6) fire department personnel. Ordered hours will be distributed by working down the roster from the person with the least seniority to the person with the most seniority. Once someone has been forced to work ordered hours that person will move to the bottom of the ordered hours list and will not be required to work ordered hours again until the rest of the department has done so. Every effort should be made to prevent someone from being forced to remain at the firehouse for longer than seventy-two (72) hours. If ordered hours are created by an employee calling in sick for less than 24 hours, the employee forced to remain on-duty shall have the option of leaving when the absent employee is able to arrive, or remaining on-duty at the overtime rate for the full twenty-four (24) hours. The maximum number of hours that an employee can be forced to work is seventy-two (72) hours consecutive.

ARTICLE 22-MOVE UP GUIDE/CALL IN PAY

The Employer agrees to compensate personnel, upon notification, who respond to the department while off duty, to act in the capacity of a Move-Up Guide.

This Employee will be compensated at their normal rate of pay, overtime rate if applicable, for a minimum of four (4) hours. Employee will remain until the apparatus is back in service and they are released by the Battalion Chief. The Employer also agrees to pay any Employee a minimum of four (4) hours for reporting for duty, but is then released by the Battalion Chief due to sufficient manpower.

ARTICLE 23-UNIFORMS AND ALLOWANCE

A uniform allowance will be set up with designated vendors for each fire department personnel with the current amount of \$325 bi-annually. The Employees included in this are as follows:

- All fire department employees.
- Uniform committee will make recommendations for uniforms and will be approved by the Fire Chief.
- The Uniform Committee shall review from time to time the Fire Department's uniform requirements.
- The committee may make recommendations to the Fire Chief regarding the Fire Departments uniform requirements and policies.
- The Union will assist the Employer in policing its rank to make sure that all members' uniforms are always kept neat, clean and in good presentable condition every duty day.
- Only authorized jackets agreed upon by the Uniform Committee and the Fire Chief shall be worn.
- All uniforms shall be neat, clean and in good repair at all times.
- All uniforms shall be purchased at an approved location as designated by the Fire Chief and uniform committee.
- Employees are expected to maintain a neat, well-groomed appearance in keeping with their profession and will report for duty in such a manner. Personal hygiene shall be kept in the highest regard.
- The employees shall be allowed to display the official union logo on approved garments. The logo shall be no larger than 2" diameter and placed near the cuff on long sleeve casual attire and on the sleeve on short sleeve casual attire. It will be allowed on Class B, Class C and dress down attire. It will not be allowed on the Class A uniform.

Uniform classifications shall be set forth as follows:

CLASS A: The Class A uniform will consist of a navy blue in color 8-point dress hat, long sleeve dress shirt

along with tie, dress patent leather shoes, black uniform belt, and double breasted dress coat. This uniform shall be worn on special occasions at the request of the uniform committee, and/or the Fire Chief, Department shirt along with tie, dress slacks, black uniforms as agreed upon by the Uniform Committee and the Fire Chief shall be worn to funerals and on other special occasions that the Fire Department requests.

CLASS B: Uniforms as agreed upon by the Uniform Committee and the Fire Chief shall be worn for public relations activities, public relations assignments, or special occasions that the Fire Department may request. This shall include badge, name tag, collar insignia, and departmental patch.

CLASS C: Uniforms as agreed upon by the Uniform committee and the Fire Chief shall be worn during working hours. Example of such may include but not limited to long/short sleeve polo style shirts, uniform pants and boots or uniform shorts with black socks and black safety toe shoes.

DRESS DOWN: Clothing agreed upon by the Uniform Committee and the Fire Chief may be worn after normal working hours, during physical fitness activities (example, equipment check, hose testing, outdoor training, etc.) or at the Captain's discretion.

Examples of such may include but not limited to long and short sleeve tee shirts and sweat shirts.

ARTICLE 24-PROTECTIVE GEAR, EQUIPMENT AND TECHNOLOGY

The Employer shall furnish and thereafter maintain, at no cost to the Employees, all respiratory apparatus, gloves, helmets, personal protective equipment that is necessary to preserve and protect the safety and health of Fire Fighters, Fire Fighter/EMT/Paramedics and Captains. Such personal protective equipment shall either be new or fitted for each Employee or used and in good working condition until the Employee can be fitted with new appropriate gear. All protective gear and equipment will meet current NFPA standards. Additionally all uniform and protective gear purchases or replacements shall be reviewed and recommended by the uniform and protective clothing committee and the fire chief or his designee. The uniform committee recommendation shall be considered prior to the purchase of uniforms and gear. Selection of and replacement of all protective equipment shall be in accordance with all applicable NFPA standards. The employer shall furnish functioning up to date EMS equipment to provide an acceptable level of patient care. All future technology shall be equal to or greater then what we currently have.

ARTICLE 25-WORKING OUT OF CLASSIFICATION

An Employee who accepts responsibilities, and carries out the duties of a captain or battalion chief position, will be compensated at the following rate of two dollars (\$2.00) more per hour above their normal rate of pay for the duration of this agreement. An employee acting in the Paramedic capacity shall be compensated at the following rate of one dollar (\$1.00) more per hour above their normal rate of pay for the duration of this agreement. If an Employee of a higher position of rank fills in for a lower ranked position they will receive their normal rate of pay. This shall be paid in a separate flat rate.

ARTICLE 26-INSURANCE

The Employer agrees to provide medical, dental, vision, and life insurance on the same terms and conditions as other Employees of the City.

ARTICLE 27-HOLIDAY PAY

Effective January 1st 2014, the Employer agrees to pay Holiday pay to all employees during the pay period that each of the listed holidays occur. The Holiday pay shall be for ten (10) holidays the holiday time shall be computed by taking 11.2 hours per holiday, and then multiplied by the total number of holidays. The number of hours shall then be multiplied by the Employee's hourly rate of pay to determine gross holiday pay. All Holiday pay shall be calculated at the daily rates as specified above. Such holidays shall include the following (per the current City of Berkeley Employee Rules and Regulations section 9.14) and shall remain as such for the term of this agreement:

The first day of January
The third Monday in January
The last Monday in May
The fourth day of July
The first Monday in September

The eleventh day of November
The fourth Thursday in November
The Friday following the fourth Thursday in November
The twenty-fifth day of December
The employee's birthday

ARTICLE 28-VACATION/ANNUAL LEAVE

Department members shall pick vacation at the beginning of each year from the most senior (most years of service with the department to the least).

Employees may be allowed to schedule annual leave in twenty-four (24) or forty-eight (48) hour increments. Employees may, upon approval of the Fire Chief, use eight (8) hours of annual leave to attend school, as long as man power permits. Employees may accrue up to, but not over, one year vacation hours. Annual leave accrual that exceeds maximum and unable to schedule should refer to section 9.01 Annual Leave-Vacation, revised February 15, 2016, of the City of Berkeley Rules and Regulations.

ARTICLE 29-FUNERAL LEAVE

In the event of a death in the Employee's immediate family, that is, spouse, children, mother, father, brother, sister, grandparents, current mother-in-law, current father-in-law. The Employee shall be entitled to a maximum of three (3) working days, at twenty-four (24) hours a day, with pay to handle family affairs and attend the funeral.

ARTICLE 30-COURT/JURY DUTY

If an Employee is summoned for jury service, the Employee will notify the Fire Chief within forty-eight (48) hours of receiving notification of jury duty. All jury duty leave shall be in accordance with the City of Berkeley Rules and Regulations adopted and revised April 27, 2007, section 9.06.

If an Employee is summoned or subpoenaed to appear before a court, judge, magistrate, deposition hearing, medical examiner, or coroner to give witness to the facts or give testimony in any matter related to Fire Department duties on behalf of the Employer, the following shall apply:

1. If the day of appearance is on a duty day, the Employer shall make arrangements for transportation and the transport of the Employee to and from the place where testimony is to be taken, and the Employee shall not be subject to any reduction in pay for the time spent at that appearance. The Employee shall also not be required to provide a stand-in, trade, or any type of leave to attend the requested appearance.
2. If the day of the appearance is not a duty day, the Employee shall be compensated at their normal rate of pay, overtime rate if applicable, for a minimum of four (4) hours. The Employee shall also be compensated for round trip mileage from home at the current city mileage rate.

ARTICLE 31-EDUCATION LEAVE AND CONTINUING EDUCATION CLASSES

Employees may be granted paid leave for educational purposes approved by the Employer, for the duration of an educational session as long as the Employee has provided the class dates and have been scheduled thirty (30) days in advance, as long as all minimum manning requirements have been met for that shift. If said educational session falls on an Employee's shift day and minimum manning is not met, the Employee is responsible for finding their replacement, with no overtime to be paid by the Employer.

The Employer agrees to provide and maintain adequate funding in the Fire Department budget to allow any Employee, who is an EMT and/or Paramedic as required by their job description, maintain such license. If said educational session falls on an Employee's shift day, the employee is responsible for finding his/her own relief personnel. The employer shall reimburse the employee for all training and license costs as a result of maintaining licensure as required by the employer.

If an Employee uses his/her personal vehicle to attend required classes by the Employer, to maintain licenses/certifications or any other required class(es), they shall be reimbursed at the city's current mileage rate, at the discretion of the fire chief.

All employees shall be provided with a yearly training stipend that will be monitored by the Fire Chief, to be used for a fire service or EMS related training class during that fiscal year. The stipend shall be available once every calendar year.

In the event a member elects not to use the stipend, the member shall forfeit the stipend not used in that calendar year.

Every year, the Fire Chief shall sit down with members of the bargaining unit in January to discuss the training needs/costs for the upcoming year before the budget is presented. The City of Berkeley will determine the training budget once a year at budget time.

ARTICLE 32-MILEAGE ALLOWANCE

Employees required to use personal vehicles for Fire Department business, will be compensated at the current published IRS rate for mileage reimbursement.

ARTICLE 33-SHIFT EXCHANGE

The Employer agrees to allow, and not arbitrarily deny, with consideration to manning of the department shift exchanges. The Battalion Chiefs involved must approve all shift exchanges prior to the exchange dates. Exchange of duties must be within the same pay cycle or the following pay cycle. The person who agrees to work in place of another shall accept all other obligations or responsibilities of the person with whom he/she is trading time. Once the exchange has been approved, it shall be as if it is the employees normal shift day.

ARTICLE 34-STATION DUTIES/WORK DAY

Fire department personnel currently work a system involving three (3) separate platoons (A, B, and C Shift), each working forty-eight (48) hour shifts. Currently, the forty-eight (48) hour shift commences at 0700 hours and continues to 0700 hours forty-eight hours later. The second day shift begins at 0800 hours. Fire personnel currently work a fifty-six (56) hour work week and the shift rotation is as follows: AA, BB, CC.

Staffing from Captains to Firefighters can decide the work schedule with a simple majority vote of staff as long as no increase cost or hardship is created to the Employer.

Example of normal workday schedule:

0700-0900: Morning apparatus checks and duties

0900-1500: M-F normal working hours

0900-1100: Saturday and Sunday normal working hours

1100-1300: Flex period for lunch period (no non-emergency operations will be performed during this time with the exception of any preapproved training, unless deemed necessary by the Battalion Chief).

Sunday and Holidays the station and apparatus shall be cleaned with the exception of prescheduled assignments.

Any Emergency call/Working fire lasting longer than two (2) hours will substitute training for that day.

ARTICLE 35-EXTREME WEATHER

The mission of the Berkeley Fire Department is to provide excellent emergency services to its citizens and businesses 24 hours per day, 365 days per year. An essential component of the success of that mission is ensuring that Employees and equipment are as prepared as reasonably possible.

It is agreed that regular training and equipment testing and maintenance are necessary to ensure that all personnel and apparatus meet applicable standards, and that the Union will make every reasonable accommodation to ensure they are completed in a timely manner.

It is further agreed that regular training and equipment testing, while important, are typically not so essential as to warrant exposing personnel to hazardous or inclement weather conditions that may render Employees unnecessarily fatigued or infirmed, and thus less than optimally prepared to respond to emergency calls. For the purpose of this CBA, inclement weather will be defined as the presence of any of the following:

- Wind chill or temperature below 32 degrees Fahrenheit
- Heat index or temperature above 95 degrees Fahrenheit
- Extreme winds, rain, snow, sleet or icy conditions

When said conditions exist, all activities, which can possibly be re-scheduled, shall be halted. This is not to include any indoor training that may require driving the apparatus to the location where said training is to occur. It shall be the responsibility of the Battalion or Acting Battalion Chief to contact central dispatch and request information regarding extreme weather conditions and determine that the Extreme Weather Clause be abided by and will then make the determination to discontinue non-essential outdoor tasks.

ARTICLE 36-AMENDMENTS

All amendments to this CBA shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all provisions of the CBA.

ARTICLE 37-SAVINGS CLAUSE

If any provisions of this CBA or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation the remainder of the agreement shall remain in full force and effect.

In the event that a General Assembly of the State of Missouri adopts and passes any law pertaining to a change affecting the Berkeley Fire Department, then the parties shall renegotiate the provisions herein pertaining there to.

In the event of a change within the City of Berkeley Government such said CBA once agreed upon may not be changed or unrecognized by the new City Government.

If any of the terms and conditions of this CBA are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation this CBA shall be null and void and subject to discussion.

If any part, provision, or section of this CBA is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this CBA.

ARTICLE 38-MANAGEMENT RIGHTS

The Union recognizes that any and all rights concerned with the management of the Fire Department and the direction of the working forces are exclusively that of the City, except where expressly and specifically modified, limited and restricted by other provisions of the CBA, one example of which is, Article 16, entitled "Staffing/Vacancies." Such functions include the right of the City of Berkeley to select and hire, to assign work to employees, to promote to a better position, to suspend, demote, discipline, or discharge upon a showing of just cause and pursuant to due process, to establish and maintain rules governing employee's conduct and work, to establish personal appearance standards, to relieve employees from duty because of lack of work, or for other control overtime, the right to determine the number, location, and types of its facilities and operations, the right to change methods or procedures or to use any equipment, the right to change or introduce new or improved equipment, procedures, or facilities and the right to determine the methods and means of operation.

ARTICLE 39-DURATION OF THIS COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement will remain in effect for three (3) years from the date of adoption, November 21, 2016. The adoption date shall be when the CBA is signed into ordinance by the Mayor of the City of Berkeley. Negotiations may be started at any time by either party upon mutual agreement of both parties.

Sixty (60) days prior to the expiration of this CBA, parties can begin negotiations. If at the end of the three years no agreement has been reached, this CBA will remain in effect until a new CBA has been agreed upon and signed into an ordinance by the city council. Either party can initiate the beginning of the negotiations.

ARTICLE 40-MONETARY ISSUES

All increases and monetary benefits will be discussed with the Fire Chief and Joint Labor Management Committee prior to the fire department submitting their annual budget to the City of Berkeley for approval. However, the City of Berkeley will determine all wage increases at budget time.

ARTICLE 41—BINDING ON SUCCESSORS

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

Accepted this _____ day of _____, 2016

By City of Berkeley Ordinance number _____.

For the City of Berkeley

James Linhardt (Fire Chief)

Dr. Terrance Gibson (Assistant City Manager)

Theodore Hoskins (Mayor)

For the I.A.F.F. Local 2665

Kyle Echele (Shop Steward)

Jeff Proctor (Business Manager)

Dave Volz (1st District Vice President)