

AGREEMENT
Between
BATTLEFIELD FIRE PROTECTION DISTRICT
And
SOUTHERN MISSOURI PROFESSIONAL
FIREFIGHTERS
ASSOCIATION
IAFF LOCAL #152

Effective 03-08-22 to 03-08-25

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Introduction:

This agreement is between the Battlefield Fire Protection District (which will be referred to from here on as the District) and the International Association of Firefighters Local 152 Battlefield Shop (which will be referred to from here on as the Bargaining Unit). The purpose of this agreement is to encourage an orderly working relationship between the District and the Bargaining Unit.

Article I: Recognition and Representation

1.1 Recognition and Appropriate Bargaining Unit:

The District recognizes the Bargaining Unit as the sole and exclusive bargaining agent for the purpose of collective bargaining with the District for the employees in the Bargaining Unit. Employees holding the position or rank of Probationary Firefighter, Firefighter and Captain are eligible for membership with the Bargaining Unit. Probationary Firefighters may elect to join the Bargaining Unit but will not be granted representation until their release from probation.

Article II: District Rights

2.1 District rights

Except to the extent expressly modified by the provisions of this Agreement, it is understood and agreed that all the customary and usual rights of management are vested in management officials of the District. Said rights and responsibilities shall include, but are not limited to:

1. Determine the overall mission of the Battlefield Fire Protection District and take action to carry out the same.
2. Determine the services to be rendered, the operations to be performed, the technology to be utilized or matters to be budgeted, and priorities of the same.
3. Determine overall methods, processes, means, job classification, or personnel by which the operations of the Battlefield Fire Protection District are to be conducted.
4. Direct, supervise, evaluate and/or hire employees.
5. Promote, suspend, discipline, discharge, transfer, assign, schedule, retain, and/or lay-off employees.
6. Take action necessary to carry out the mission of the Battlefield Fire Protection District in emergency and non-emergency situations.
7. Adopt policies, procedures, regulations, educational programs, safety programs, and any other programs necessary to effectuate the efficient and effective operations of the Battlefield Fire Protection District.

Article III: No Strike-No Lockout

3.1 No strike:

During the term of this Agreement, neither the Union, its officers, agents, nor any bargaining unit member will instigate, promote, or engage in any strikes, slowdowns, mass resignations, mass absenteeism, and the willful absence from one's position, the stoppage of work, the abstinence from the faithful and proper performance of all the duties of employment, or any illegal activity, regardless of the reason for doing so.

3.2 No Lockout:

The District will not lock out any Employees during the term of this agreement as a result of a labor dispute with the Bargaining Unit.

Article IV: Term and Evergreen Clause

4.1 Evergreen Clause:

This Agreement shall remain in effect for three (3) calendar years following the signed agreement. The Agreement shall automatically renew at the end of the initial term and each renewal term thereafter for the terms of one (1) year each unless either party shall give at least 60 days' written notice of its intent to terminate this Agreement. During this 60-day period, parties will collectively bargain in an attempt to reach an agreement for the extension of this Agreement.

4.2 Reopening Clause:

Through mutual agreement, the District and the Bargaining Unit may reopen this Agreement, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.

Article V: Bargaining Unit Rights

5.1 Local membership:

No action will be taken by the District which would affect any rights, privileges, or immunities pertaining to the employment with the District because of membership in the Bargaining Unit or activities on behalf of the Bargaining Unit.

5.2 Release of information:

The District shall, upon request, provide to the Bargaining Unit information, statistics and records relevant to the Bargaining Unit's performance of its functions in the negotiating,

administration and enforcing a collective bargaining agreement, and with respect to local legislative proposals relating to the District, provided such release of information is not restricted by law or is not confidential.

5.3 Recruitment:

The District agrees that all new personnel shall, while on duty and during their orientation process, be given a presentation from the Bargaining Unit and offered membership at that time. Such presentation be presented by other on-duty personnel with the understanding that such person shall attempt to keep movement of companies to a minimum. The date/time will be mutually agreed upon by both the District and Local.

5.4 Paying membership dues:

All Bargaining Unit dues will be directly withdrawn from the employees check if he/she wishes to be a member of the Bargaining Unit. Dues will be withdrawn from paychecks with the rate provided by the bargaining unit based upon the 26-week pay cycle. Dues to be assessed shall be certified by the Treasure of the Bargaining Unit. The District shall remit the total amount of deduction monthly, to the address provided by the Treasurer of the bargaining Unit.

5.5 Representation:

All employees within the Bargaining Unit, shall be entitled to have a representative present during any formal disciplinary action that may result in probation, suspension, or termination if the employee so requests. If the employee requests to have representation present during formal disciplinary action reasonable arrangements shall be made to have his/her Bargaining Unit representative present. It is the responsibility of the employee to make the request for representation. Even though probationary firefighters may have a representative from the Bargaining Unit present during formal disciplinary action, probationary firefighters shall not be allowed to appeal the discipline through the grievance procedure.

5.6 Displaying Union Logo and Union related items in stations.

- a. The bargaining unit may choose to display the "I.A.F.F." lapel pin or other insignia on his or her uniform.
Reference Procedure 202.6.
- b. The bargaining unit may choose to display a 2" diameter sticker on the right of the midline on the rear of the helmet if you were facing the rear of the helmet. The "I" and the "F" should be straight and parallel to the brim. There is no specific color or design as long as it is IAFF approved and appropriate in public with the exception of the design of the sticker shall not be in violation of the U.S. Flag Code or violate or deface the U.S. Flag or flag of any sovereign nation. Reference Procedure 204.3.
- c. The District agrees to allow the Bargaining Unit to maintain a bulletin board in each of the stations to be furnished by the Shop. The Bargaining Unit's bulletin boards will be for the exclusive use of Local 152. Only material directly related to activities or interests of the union shall be posted. While neither the Bargaining Unit nor it's officials shall be held accountable for items on the

bulletin boards if not dated and initialed, it is also agreed that all items placed on the bulletin board will be dated and initialed by one of the Bargaining Unit's officers, and that items found without a date and initials shall be removed by either the District or the Bargaining Unit. All items posted shall comply with the District's policy and must be free of any explicit content. The maximum size of the bulletin board shall not exceed 36" x 24".

- d. The District agrees to allow mailboxes in each of the stations to be furnished by the shop. The Bargaining Unit's mailboxes will be for the exclusive use for Local 152.

Article VI: Grievance Procedures

6.1 Grievance classification

Class 1 (one) grievances involve the interpretation or application of this Agreement, or which allege any violation thereof. Class 1 grievances shall be processed through the procedure set forth below in 6.2, except those grievances (1) involving discipline other than a verbal warning which results in a negative financial impact on one or more employees; or (2) alleging discrimination in violation of this Agreement may be initiated at Step 2. In such cases, the Bargaining Unit shall submit the original grievance to the Fire Chief, in writing, with a copy to the Board of Directors within the time period established under Step 1.

Class 2 (two) grievances are those that occur outside the scope of this Agreement and do not allege a violation thereof, such as disputes regarding daily operations or personnel rules not incorporated herein. Class 2 grievances shall be processed only through Step 1 of the procedure set forth below.

6.2 Class 1 Grievance Procedure

Step 1: The Union may file a grievance on its own behalf or on behalf of any bargaining unit employee. Bargaining unit employees may also file grievances on their own behalf without the assistance of the Bargaining Unit, if they so wish. Grievances shall be filed, in writing, with the Deputy Chief, and must be filed within seven (7) calendar days after the aggrieved employee (or the Bargaining Unit, if no employee has filed a grievance through the Bargaining Unit) obtains knowledge of the event giving rise to the grievance.

The Deputy Chief shall respond in writing within fourteen (14) calendar days, stating the decision on the grievance.

Step 2: If the matter is not satisfactorily resolved in Step 1, the employee with the Bargaining Unit, may take the matter to the Fire Chief by submitting a detailed statement of the facts, applicable section of the Agreement and documentation from Step 1 within seven (7) calendar days following the Bargaining Unit receipt of step 1 response. The Bargaining Unit may request a meeting to discuss the grievance, which shall be held within fourteen (14) calendar days of submission. The Fire Chief or his/her designated representative will give the Bargaining Unit a

written response within fourteen (14) calendar days of the submission if no meeting was requested.

Step 3: If the Union is not satisfied with the response received in Step 2 they may submit the grievance to a Grievance Review Board.

The Grievance Review Board shall be made up of two (2) members of the Bargaining Unit, chosen by the Bargaining Unit; two (2) Chief Officers; and one (1) member of the District's Board of Directors selected by the Board of Directors, who will act as Chairperson of the Grievance Review Board.

The Grievance Review Board will investigate and review all the facts related to the grievance. The Grievance Review Board will render a decision within Thirty (30) calendar days of receipt of the grievance, by written secret vote of the two (2) representatives of the Bargaining Unit and the two (2) Chief Officers. The Grievance Review Board Chairperson (the member representing the District's Board of Directors) will vote only in the case of a tie vote.

6.3 Grievance Resolution:

The parties desire to resolve grievances at the earliest possible step, and shall endeavor, in good faith, to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Local and the District, such resolution shall be final as to that grievance.

6.4 Time Limits:

Time limits as referenced in this section shall be in calendar days.

All time limits set forth in this Section shall be honored in good faith. Time limits may be extended by written or witnessed verbal agreement, given at least one (1) calendar day prior to the end of the initial time limit, between representatives of the Bargaining Unit and District. Such requested extensions for a period not to exceed three (3) calendar days shall be granted once during any step in the grievance procedure. Any time limit passed through any step of this procedure shall be caused to move beyond said step or to file a secondary grievance.

Article VII: Labor Management Committee

7.1 Establishment and Purpose:

There shall be a Labor/Management Committee with equal representation from the District and the Bargaining Unit. This committee will strive to improve relationships in all areas and to see that this agreement is always properly administered. The District and Local shall appoint their respective representatives to this Committee within one month after both parties sign this Contract. Those representatives shall meet promptly thereafter and shall set up a schedule of regular meetings. The purpose of regular meetings shall include, but is not limited to:

- A) Dissemination of information
- B) The submission of suggestions for improving economy of operation, working conditions and employee services.
- C) Proposing revisions of existing regulations, policies, and procedures
- D) To resolve problems of any group of employees to avoid future grievances
- E) The frequency of meetings will be no less than semi-annually.

The District or the Union may initiate additional conferences. Such requests may be made orally or in writing and the Committee shall be convened after a request from either party.

7.2 Bargaining Function:

- A) The parties recognize that this Agreement does not address all wages, hours, and working conditions of bargaining unit employees, and that some such items continue to be addressed by District policies. The parties have also agreed to collectively bargain as to certain specific provisions of this Agreement should the need for a change arise during the term of the Agreement.

Except to the extent otherwise specifically provided herein, if the District finds it necessary to modify any such wages, hours or working conditions established from this Agreement, it shall give thirty (30) days' written notice of such proposed change to the bargaining Unit, which may then request the parties collectively bargain on the issue. If the Bargaining Unit so requests, the Labor Management Committee shall serve as the Collective Bargaining Committee and shall attempt to reach an agreement on any proposed changes. If the members of the Committee fail to reach agreement within ninety (90) calendar days (or such earlier date as the parties reach good-faith impasse), the matter shall be submitted to the Grievance Review Board established by Step 3 of Section 6 for resolution.

7.3 Last Best Offer:

At any time during the collective bargaining process as set forth above, either party may accept the other's last proposal, despite the fact that the party accepting may have made a counterproposal, unless that last proposal has been expressly revoked in writing.

7.4 Location:

The Labor Management Committee may meet off-site in a less stressful setting to allow a free exchange of ideas and feelings. Any such meetings shall be scheduled so as to allow all Local representatives to attend without having to trade time, and Local members on duty shall be paid as though at their assigned station. In the event this cannot be arranged, the parties will attempt to agree as to how to handle the work time lost by Local representatives, but in no event, shall Local representatives be forced to take time off work or trade time in order to attend such meetings. The parties shall split any expense incurred for off-site meetings equally.

7.5 Informal Resolution:

If the Chief and shop steward are able to resolve an issue that does not formally change the terms or conditions of employment of unit employees or change the terms of this Agreement, the

issue does not need to proceed to the full Labor Management Committee. This informal meeting shall suffice for the Labor Management meeting.

Article VIII: Impact Bargaining

8.1 Impact Bargaining:

If the District makes changes as set forth in Article II, Section 2.1(7) specifically with policies dealing with Benefits (District Rights), the District will provide the Bargaining unit with 30 days' advance notice whenever feasible.

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

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

Failure to request bargaining within 7 days after notification shall result in a determination that the Union has waived its right to negotiate over the impact of the changes.

Article IX: Probation

9.1 Time of Probation:

Policy 102.5

"The first twelve (12) months following the hiring date shall be considered a probationary period. The employee shall receive a progress report, at six (6) months, to provide the employee with necessary feedback to assist them with a successful tenure with the District. If the employee's performance does not meet department standards their probation may be extended. Probationary employees are at will and may be terminated without cause and have no access to the grievance procedures for any matters."

Article X: Pay Scale

10.1 Current Base Pay Rates:

Policy 301

PAY ADMINISTRATION

"The following statements express the District's objectives with respect to the salary schedules for all employees. The District recognizes that not all of these objectives may be completely achieved at all times for employees, but they are set forth to serve as guides against which proposed actions are

to be evaluated. The District performs payroll through direct deposit. An employee, who wishes to allow a third party to receive or pick up his/her paperwork, written permission must be received by the District. If an employee wishes to rescind, alter or add his/her permission, written authorization must be provided to the District."

Policy 301.1

INTENT

"It is the District's intent to establish and maintain a compensation system that will reward qualified personnel at all levels of responsibility, reflect the difficulty and responsibility of jobs and be internally consistent and fair to motivate the employees to carry out the mission of the District and to strive to the achievement of the District's goals and objectives by controlling direct and indirect personnel costs, be flexible and simple to administer and comply with applicable laws. It will be the policy of this District to establish a wage and salary range that reflects the value to the District of the various job positions, as determined by the continuing system of job evaluation and review as determined by a systematic program of performance-based evaluation and ensure that compensation is not influenced by age, sex, creed, race, or national origin."

Policy 301.2

EVALUATION

"During the budget development process, the Fire Chief and Board of Directors shall evaluate the pay scale for any increases. The cost of living pay increase (COLA), if given, shall be instituted at the beginning of a calendar year. Pay increases that relate to educational incentive shall be instituted when earned."

Policy 301.3

CYCLE

"The District's pay date shall be every two weeks (on Fridays). The District will make every effort to prepare payroll on the last working day immediately preceding the normal pay period when the payday falls on an observed holiday. It is the employee's responsibility to forward all hours, to include regular, recall, events, and overtime hours, worked to the Battalion Chief for documentation. These hours must reflect the time started and the time ended."

10.2 Educational Incentive:

Policy 307

INCENTIVES

"Incentives shall be considered an annual sum added to the base pay of all full-time employees, given for additional education, or skills not necessarily required for the position held by the employee. These incentives will be considered part of an employee's hourly wage. The incentives will be awarded after the employee has completed a full twelve (12) months of service. Should a skill or educational

requirement be necessary for a position based in the job description then the incentive would be removed. The educational incentives are not accumulative; once a higher level of education is obtained the lesser amount will not be collected along with the new higher incentive. The certification incentives shall be accumulative and added together when each certification level is achieved."

Policy 307.1 EDUCATIONAL INCENTIVE SCALE

Associates Degree	\$1,500
Bachelor's Degree	\$2,000
Master's Degree	\$2,500

307.2 CERTIFICATION INCENTIVE SCALE

Officer I	\$250
Officer II	\$250
Instructor I	\$250
Instructor II	\$250
Inspector	\$250
Investigator	\$250
Evaluator	\$250
Paramedic License	\$1,000

307.3 OUT OF GRADE

As employees reach the requirements listed within Policy 305, the annual increase will be added to the employee's base salary.

Driver/Operator	\$300
Company Officer	\$500
Battalion Chief	\$750

10.3 Cost of Living Adjustment:

Policy 303

COST OF LIVING ADJUSTMENTS, (COLA)

"The Fire Chief will annually evaluate local, regional, and national consumer price indexes, other governmental pay increases, and surveys in comparable job positions in order that he/she may recommend an appropriate salary adjustment to the Board of Directors."

Article XI: Out of Grade Pay

11.1 Working out for grade:

Policy 305

WORKING OUT OF GRADE

Employees may work out of grade upon approval of their immediate supervisor and staff. As employees are released to work out of grade, they will perform this function as a training mechanism for personal growth and development. Once the employee has successfully completed the requirements for the eligible incentive, Policy 307 will provide the incentive to the employee's salary. Employees earning Out of Grade incentives will be evaluated every five years after achieved. Incentives may be removed if skills are not maintained or used.

305.1 ELIGIBLE INCENTIVE

DRIVER/OPERATOR

Employees will be required to complete the District's skills task book for Driver/Operator, and pass an assessment of skills, based upon NFPA 1002. *(Employees hired before 2022 will have two years to complete the process.)*

COMPANY OFFICER

Firefighters meeting the requirements for Policy 106.

BATTALION CHIEF

Company Officers meeting the requirements for Policy 106.

Once the employee meets the requirements, they may receive an incentive added to their annual salary based upon the rank they are working out of grade.

In the event an employee is assigned to work out of grade for an extended period as a Company Officer or Battalion Chief, the District will evaluate the need for temporary promotion based upon the needs of the District.

Article XII: Promotions

12.1 Promotional Examination Guidelines:

Policy 103

PROMOTIONS

"Once an authorized position becomes available, the Fire Chief may initiate a selection procedure for the opening. After the selection procedure, the Fire Chief may promote the successful

employee at any time. The employee will begin at the bottom step of the new position. Employees being promoted will maintain their previously assessed merit and cost of living adjustments which will be added to their new base rate.

When position(s) become available within the organization they shall be posted at each station for no less than fourteen (14) days. Any qualified employee may participate in the process and must confirm their interest in writing to the Fire Chief within the set time frame. A qualified employee is any employee meeting the prerequisites required for the position.

The District shall advise the candidates of the promotional components and how the examinations/assessments will be administered. District wide seniority shall prevail for promotional point evaluation purposes.

Employees receiving a promotion shall have a six (6) month probationary period. The employee shall receive a progress report, at three (3) months, to provide the employee with necessary feedback to assist them with a successful promotion within the District. If the employee's performance does not meet department standards their probation may be extended. During this time the employee may choose to rescind the promotion and the employee would return to their rank, position and rate of pay with no repercussions.

If an employee is not released from their probationary period and moved back to their prior position, they shall not have access to the grievance process as it relates to the demotion."

Article XIII: Seniority

13.1 District Seniority:

When used in this agreement in conjunction with promotion or reductions in staffing, District seniority shall mean time in service beginning on date of hire. Order of seniority between individuals with the same date of hire shall be determined by the date and time stamp in the order in which the application was received.

13.2 Time in grade seniority:

When used in this agreement in conjunction with vacation selection, working out of grade, time in grade seniority shall mean seniority as among employees of the same rank. Such seniority shall be determined by the amount of time served in such rank.

Article XIV: Transfers

14.1 District Rights:

The District shall be entitled to make personnel assignments for the purpose of maintaining efficiency, equalization of personnel, and any other function that may be required to assign personnel accordingly, but transfers or re-assignment shall not be used as a form of reprisal.

14.2 Vacancies and transfers:

Policy 216

VACANCIES

"In the event that there is a vacancy by position, which the District desires to fill due to retirement, termination, demotion, or death of an employee, the employees of the same rank will be notified of said vacancy. This notice shall be posted for no less than fourteen (14) calendar days. The District shall fill the vacancy provided that the said applicants are qualified for the position. The applicant(s) shall be considered on the basis of past performance, training, seniority, and qualifications with the approval of the Fire Chief or designee."

TRANSFERS

"Any transfer initiated by the District shall provide adequate time as to not create undue hardship on the employee being transferred. This does not include transferring of stations to cover sick leave, education leave, or vacation time."

Any transfer request made by the employee shall be in written form. The Fire Chief or designee shall respond to the request in writing within fourteen (14) calendar days."

SUBSTITUTIONS

"Employees with equal rank or grade may substitute up to 288 hours per calendar year in a fashion allowed by FLSA Section 553.31 – Substitution- section 7(p)(3) if it does not interfere with the operations of the District and with approval from the Fire Chief or designee. The employee regularly scheduled to work is responsible for ensuring hours are covered."

Article XV: Additional Hours

Additional Hours

In addition to their regularly scheduled hours, employees shall be paid for all paid personnel recalls, work on assigned days off, court appearances on off duty time which result from a member's official duty, and training scheduled on off duty time in which the District designate as mandatory.

15.1 Approval of Additional Hours:

The District retains the right to require that any and all employees work additional hours when an emergency exists, or the District believes it necessary in the interest of the public's safety.

15.2 Call in Vacancies:

All Emergency vacancies will be given to all members of the District and filled on a first come, first serve basis. Preference will be given to personnel of the same rank as the vacancy.

In the event the vacancy cannot be filled by the employees of the same rank, the vacancy will be filled by an employee of the next lower rank, or a higher-ranking employee at the discretion of a Chief Officer of the District.

15.3 Recall:

All off-duty employees responding for a recall shall be paid a minimum of two hours at his/her applicable rate of pay. In the event the employee is called back and finishes the assigned duties related to the alarm before the end of the two hours, the employee may be released from duty with the approval of the on-duty Battalion Chief on scene for a recall after it is initiated to be eligible for two hours of pay.

15.4 Minimum Staffing:

Policy 216.0

MINIMUM STAFFING

"The District shall maintain minimum staffing on a daily basis to provide services within the community. Uniformed non-exempt personnel staffing shall not fall below three (3) per station. The rank and placement of personnel shall be such to meet the District's needs. When staffing levels fall below this policy, a reasonable amount time shall be given to achieve minimum staffing.

The District will review personnel assignments for the purpose of maintaining efficiency, equalization of personnel, and any other function that may be required to assign personnel accordingly."

15.5 Mandatory Hours:

In the event the District is unable to fill a shift vacancy the District may require a "Mandatory" holdover or "call back" for enough employees to meet the requirements of the District. Personnel held will be of equal rank whenever possible but will take a higher rank if available at the paid overtime rate for the period of coverage.

15.6 Overtime:

Known scheduled overtime (PR events, multi-company training, etc.) will be sent to every employee via email, text message and/or the District's scheduling software notification system. The notice will include the following information: (1) personnel rank(s) needed, (2) the date of the event, (3) the estimated length of time the employee is needed.

Article XVI: Reduction in Staffing

16.1 Reduction in Staffing:

REDUCTION IN STAFFING

"In the event the District is required to reduce personnel, employees having the least seniority with the District shall be laid off first. No new employee shall be hired until all laid off employees have

been given ample opportunity to return to work. Reduction in rank will be handled by demoting the employee last promoted or transferred into that position."

PERSONNEL REINSTATEMENT

"In the event reinstatement of personnel becomes necessary, then the last employee to leave will be the first offered reinstatement, if they are qualified for the open position. Reinstated employees will not be considered probationary and will be reinstated at the level they are qualified for within the rank reinstated at. District seniority will be equal to that at the time of layoff. Should an employee be reinstated at a rank less than the rank he/she was previously at, he/she could be eligible for a promotion as soon as the next opening in that rank is available, as long as he/she presently meets the qualifications."

DURATION OF TIME OFF

"Should the duration of time off exceed a period of one (1) year the furloughed employee will be required to provide proof they are still maintaining job qualifications. The employee will be required to take the physical agility test, pass a new medical exam, and pass a drug screening prior to reinstatement."

NOTIFICATION

"The District will attempt to contact all previous employees, on layoff, by certified mail at the address last known by the District. Failure of the former employee to accept the employment and report to duty within fourteen (14) days of the notice shall be deemed a rejection of the reemployment offer. All previous employees, on layoff, will be contacted first prior to hiring any new full-time employees."

Article XVII: Holidays, and Vacation.

17.1 Holiday Pay:

"Shift employees will be paid additional time and one half (2.5) for working the holiday in lieu of paid time off plus a day's pay for the holiday. Shift employees are required to work the shift in order to receive the holiday rate."

17.2 Holidays:

"The following is the list of Holidays recognized for all employees of the District.

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day1st	Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25"

17.3 Vacation Accrual:

"If an employee has accrued the maximum vacation leave, they will not accrue any further hours.

All full-time District employees shall be compensated based on the scale below.

<i>Full-time employees Length of service</i>	<i>Shift Hrs./month</i>
<i>Probation – 730 days and to the Jan 1st following</i>	<i>16</i>
<i>On Jan 1st following the completion of 2 years</i>	<i>18</i>
<i>On Jan 1st following the completion of 5 years</i>	<i>20</i>
<i>On Jan 1st following the completion of 8 years</i>	<i>22</i>
<i>On Jan 1st following the completion of 10 years</i>	<i>24</i>

Full-time shift employees may have up to 96 hours of vacation time in a bank, which will not be a portion of the current year's bidding process.

Full-time 40-hour employees may have up to 80 hours of vacation time in a bank. At the end of the year all hours above the cap shall be rolled into the employee's sick leave bank.

Upon separation, either voluntary or involuntary, an employee shall receive compensation for accumulated vacation time, at their current base hourly wage."

17.4 Vacation Usage:

"All full-time employees of the District shall earn vacation leave on a monthly basis for each calendar month worked.

Vacation time is intended to benefit the employee and serve as a time of mental and physical refreshment. All employees are encouraged to use their vacation time. Each employee's vacation time is determined by their assigned position based on the length of continuous service.

Employees earn vacation time but may not take earned time until completion of 6 months of from their date of hire. Vacation requests should be made at the earliest convenience. Any new rate of accrual shall begin January 1 of the following year.

The full-time shift personnel must make their request in writing to the Battalion Chief for approval. The Battalion Chief and other 40-hour personnel shall submit their request for vacation to the Fire Chief or designee for approval."

17.5 Vacation usage bidding:

"In an effort to maintain a system of fairness, prevent staffing shortages, and allow personnel time off a "bidding process" is identified below.

A. All vacation bid requests shall be submitted by March 1st through a bidding process. The process shall be performed on a seniority basis by each shift. No more than two personnel are eligible for a bid vacation day.

B. Each employee may pick five (5) consecutive dates within their selection. Any request beyond this would require prior approval of the Fire Chief or designee.

C. Employees may take vacation days prior to March 1st on a first come first serve basis considering minimum staffing. Any dates taken prior to March 1st shall not count towards the employee's bidding selections and will be assessed to accrual during the year the time is taken.

D. All vacation requests made outside the bidding process after the cutoff date of March 1st shall be subject to the schedule. This means vacation days will not take precedence over any other scheduled item.

E. Employees may select not to participate in the bidding process. However, all requests will be subject to minimum staffing requirements and selections of the employees who participated in the bidding process.

F. If an employee changes shifts or stations the Company Officer and the Battalion Chief shall make every effort to accommodate previously scheduled items. If an agreement cannot be reached the employee with the least seniority will be required to secure an alternative means for coverage."

Article XVIII: Sick Leave

18.1 Sick Leave accumulation:

"All full-time shift employees shall accrue sick leave at the rate of twelve (12) hours for each month of hours worked. The full-time shift employees may accumulate up to seven hundred twenty (720) hours that are available for an employee to use at a later date."

18.2 Sick Leave Use:

"A full-time employee, who has a personal sickness or non-job-related injury, shall be granted sick leave. Sick leave must be earned before it can be utilized. Use of accrued sick leave for absence from duty is not a privilege at an employee's discretion but shall be allowed in the event of an employee's absence from duty during scheduled sick days due to actual illness, injury off duty, pregnancy, medical appointments or treatments, or in the case of illness in their immediate family, which necessitates absence from work. Sick leave used for these purposes will be deducted in fifteen (15) minute increments.

Any employee discovered misusing the sick leave policy would be subject to discipline. Sick leave shall not be used to extend the date of retirement.

All employees shall report, to the on-duty Battalion Chief, absence due to sickness or non-work-related injuries a minimum of one (1) hour prior to scheduled tour of duty. An employee who is absent for a

period of more than three (3) consecutive working days or consistently for shorter periods and requests sick leave to cover such absences may be required to furnish a doctor release as a condition or granting, attesting, and returning to work to the fact that the employee's absence has been due to personal sickness or non-duty related injury. "Consecutive working days" constitutes the employee's normal working schedule.

"Immediate Family" shall include spouse, child, and parent. This list may be expanded on a case-by-case basis, when approved by a Chief Officer, under circumstances that would be impractical to deny the employee their attendance to the family member."

18.3 Sick leave payout:

Sick leave accumulated will not be paid to the employee upon separation from the District.

18.4 Sick leave donation:

Policy 202.2

"Any full-time employee shall be allowed to donate sick leave hours to another full-time employee. This donation will only occur under occasions of hardship. Both employees shall sign a donation of sick leave form to acknowledge the acceptance and donation of sick leave hours. The transfer of donated time will be evaluated for approval by the Fire Chief or designee.

Article XIX: Special Leave

19.1 Recognized Leave:

Policy 207

"UNAUTHORIZED ABSENCE

Absence of an employee from duty, for a single day or part of a day, that is not authorized shall be absent without leave. Any such leave shall be without pay and may be subject to disciplinary action and/or cause for discharge."

"LEAVE OF ABSENCE

Employees of the District may be granted an unpaid leave of absence not to exceed one year. However, a leave of absence shall be granted only when it will not result in undue hardship for the District, and leave shall not be granted primarily in the interest of the employee. The employee must submit a written request at least two (2) weeks in advance of the leave requested to the Fire Chief. This requirement may be waived based on the urgency of the request. After evaluation, the Fire Chief will advise the employee in writing, stating the terms and conditions of the leave of absence. Upon expiration of the approved leave, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of an employee to report promptly on the date the leave expires, or within thirty (30) days after being notified to return to duty, shall be cause for discharge, upon final approval of the Board. Time spent on leave of absence will not be accrued as length of

service. During this time period the District will not provide benefits for the employee. However, the employee will have the option to make arrangements for the payment of monthly premiums, as provided under the amended Consolidated Omnibus Budget Reconciliation Act of 1985, (COBRA)."

Policy 208

"FAMILY MEDICAL LEAVE"

ELIGIBILITY

Employees who have worked at least 1,250 hours in the twelve (12) months prior to a family or medical leave request shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12) month period for a child's birth, adoption or foster care arrival. A request for family or medical leave must be in writing and approved by the Fire Chief or designee.

Leave may also be taken to care for a spouse, parent, or child with a serious health condition or for an employee's own serious health condition which prevents the employee from performing the functions of his or her position. A serious health condition is any illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health-care provider.

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain "qualifying exigencies." Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Leave may also be available for eligible employees for military-related family and medical leave for up to twenty-six (26) weeks of unpaid leave during a year's period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin.

PROCESS

When an employee is determined to be eligible for family and medical leave, the employee may be placed on unpaid leave by the District. Employees shall be required to substitute accrued paid leave for any part of the twelve (12) week period to which they are entitled under the family and medical leave provisions and for which they have accrued paid leave. Thus, the accrued paid leave will run concurrently with the unpaid FMLA leave.

Employees on approved family or medical leave are allowed: (1) to continue group health and disability insurance during the leave on the same conditions as would have been provided if the employee had been continuously employed; and (2) to return to the prior job or an equivalent one in terms of pay, accrued benefits and other terms and conditions of their employment.

Employees must attempt to schedule family and medical leave so as not to disrupt District operations. If leave is for the birth or placement of a child or for planned medical treatment the employee must

give notice at least thirty (30) days in advance, or as soon as practical. The scheduled time off for family or medical leave must be in writing and approved by the Fire Chief or designee.

If leave is requested for a serious health condition, the employee must provide a certification from a health-care provider stating the medical facts regarding the condition, including its date of onset and probable duration.

If leave is requested to care for family members, a certification may be required to state that the employee is unable to perform the functions of the job, that the leave will assist in a family member's recovery, or that there is medical need for a reduced schedule.

Employees returning from medical leave shall provide a certification from a health-care provider that they are able to resume work.

An employee who fails to return from family or medical leave shall repay the premiums which the District paid for the employee to keep group insurance in effect during the leave."

VICTIMS ECONOMIC SAFETY & SECURITY ACT (VESSA)

In accordance with the Victims Economic Safety and Security Act of 2021 (VESSA), Battlefield Fire Protection District will provide up to two (2) weeks of unpaid, job protected leave if an employee or an employee's family or household member is a victim of domestic or sexual violence.

The following are qualified reasons for unpaid leave under VESSA:

- *Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;*
- *Obtaining services from a victim services organization for the employee or the employee's family or household member;*
- *Obtaining psychological or other counseling for the employee or the employee's family or household member;*
- *Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or*
- *Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.*

All employees requesting leave under VESSA will be required to provide a certification consisting of a sworn statement that the employee or the employee's family or household member is a victim of domestic or sexual violence and that the leave is for one of the purposes listed above. It is the responsibility of the employee to make requests for leave under VESSA to their employer through administration. A VESSA leave request form will be available on the Battlefield Fire Protection District's Synology drive and Aladtec portal. Employees requesting this leave must provide the

Battlefield Fire Protection District a 48-hour advance notice. If providing such notice is not practicable, an employee must notify their supervisor and administration within a reasonable amount of time.

ELIGIBILITY REQUIREMENTS

All Battlefield Fire Protection District employees are eligible for two work weeks of unpaid leave in a 12-month period under the Victims Economic Safety and Security Act. Notwithstanding, if an employee has exhausted ten or more weeks of their family and medical leave entitlement in the prior 12-month period they will only be eligible for unpaid VESSA leave up to the remaining number of days of FMLA, not to exceed two weeks. Unpaid leave under VESSA will not be provided if the employee has already used all leave allowed leave under the federal Family and Medical Leave Act within the prior 12 months.

DEFINITION OF FAMILY OR HOUSEHOLD MEMBER

Under VESSA an employee's family or household member is defined as a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household.

DETERMINATION OF 12-MONTH PERIOD AND WORKWEEK

The 12-month period will be measured forward from an employee's first usage of VESSA. For example: Beginning November 1 of any given year, an employee takes one week of VESSA to obtain services from a victim services organization. This employee would have an additional one week available until November 1st of the following year. Conversely, if the employee exhausted all 2 weeks of VESSA leave, they would not have additional VESSA leave available until after November 1 of the following year. Each subsequent 12-month period will begin the first time VESSA leave is taken after the completion of the previous 12-month period. Under VESSA, a workweek is defined as an employee's standard workweek. Therefore, the number of days to which an eligible employee is entitled leave will be specific to the employee's standard workweek.

JOB BENEFITS AND PROTECTIONS ON VESSA LEAVE

Although VESSA does not require any part of this leave be paid, Battlefield Fire Protection District has chosen to provide pay consistent with Battlefield Fire Protection District policies regarding use of FMLA, accrued paid leave, and Short-Term Disability (for further information, see these detailed policies.) Once accrued paid leave has been exhausted, the remainder of the leave will be unpaid. Should an approved VESSA leave occur over a Holiday, Holiday pay will be paid only if the employee has remaining paid leave accrued. During VESSA leave, Battlefield Fire Protection District will maintain the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees going on an unpaid status that have deductions made from their pay (i.e., benefit premiums, garnishments, etc.) must make prior arrangements with administration to ensure that all usual payments continue during their leave. If such notice is not possible, these premiums must be paid upon return. If an employee chooses not to return from leave, they will be required to repay the deduction payment(s) made by the Battlefield Fire Protection

District on their behalf during an unpaid status. Upon return from VESSA leave, employees will be restored to the same (or equivalent) position with equivalent pay, benefits, and other employment terms. The use of VESSA will not result in the loss of any employment benefit which had already been accrued prior to the start of their leave.

USE OF LEAVE TAKEN INTERMITTENTLY

The VESSA allows employees to request intermittent leave or leave on a reduced work schedule. Each request will be considered by the appropriate Elected Official or Department Head on a case-by-case basis. An exempt employee may take unpaid VESSA leave for partial or full days and their exempt status under the Fair Labor Standard Act will not be impacted.

REASONABLE SAFETY ACCOMMODATIONS

Battlefield Fire Protection District will make reasonable safety accommodations in a timely manner, unless doing so will result in an undue hardship, to the known limitations resulting from circumstances relating to being a victim of domestic or sexual violence or a family or household member being a victim of domestic or sexual violence. Reasonable safety accommodations could be an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure, or assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence. Requests for reasonable safety accommodations will be evaluated on a case-by-case basis by the Fire Chief and Administration.

Article XX: Health and Welfare

20. Health and Welfare:

"INSURANCE

The District tries to maintain a comprehensive insurance program for its full-time employees comprised of health, dental, and life insurance. To be eligible for any health care insurance there is a sixty (60) day waiting period for eligible employees. The employees shall establish coverage through the District office representative.

HEALTH INSURANCE

It is the District's policy to provide the employee's portion of the health care insurance. If family coverage is desired, the employee must establish this coverage at his or her own expense.

DENTAL

Included in health care benefits is dental coverage. The District provides the employee's portion of the dental insurance. If family coverage is desired, the employee must establish this coverage at his or her own expense.

LIFE INSURANCE

The District provides Life Insurance, for the employee in the amount of twenty thousand (20,000) dollar coverage. Should the employee wish to obtain more coverage or family coverage they must contact the insurance carrier and establish the additional coverage at their own expense.

SHORT TERM DISABILITY

The District provides a short-term disability plan for each employee. The short-term insurance is used to cover illness or injury not covered by workers compensation benefits."

20.1 Health and Welfare:

The District shall continue in effect, the coverage of insurance programs currently available to employees; however, neither this statement, nor any Memorandum language, is to be construed as limiting the District's sole authority to change insurance carriers if equivalent or better coverage can be obtained at a reduced cost. However, the Bargaining Unit shall be given up to a 60 days' notice, but not less than 30 days' notice, if possible, of any contemplated changes of carrier for the purpose of allowing discussion by the Labor-Management Committee.

The Bargaining Unit shall have the right to research the availability of better or equal coverage and upon finding such coverage, shall submit in writing to the Labor-Management Committee a proposal for change.

Any proposed change in insurance carrier, whether initiated by the District or by the Bargaining Unit, shall not be treated as wages or working conditions for purposes of the discussion procedure to be followed by the Labor-Management Committee.

20.2 Physical Fitness

The District will provide for the ability and the means to maintain proper physical health as to maintain job performance.

Article XXI: Legal Representation

21.1 Legal Representation:

To the extent not prohibited by its current liability insurance coverage, the District agrees that it will (1) defend; (2) make available legal representation; and (3) hold harmless and indemnify any of its employees against any tort claim or demand, provided the subject of said tort claim or demand (a) arises out of an alleged act or omission occurring within the scope of their employment or duties; (b) does not create a conflict of interest for counsel for the District; and (c) the employee consents to said legal representation.

In the event the District does not provide legal representation to an employee who so requests, and it is later determined that the employee was acting within the scope of his/her employment, the District shall reimburse the employee for all reasonable attorney's fees and costs incurred as a result of the District's refusal to provide representation.

Article XXII: Residency

22.1 Residency:

"It is the intent of the District that any other paid personnel below the rank of Deputy Chief will have no residency limitations."

Article XXIII: Signature Page

By signing below, the parties represent that this Agreement has been duly approved and ratified, and agree to abide by its term and condition, including corrections and amendments agreed upon.


Trevor Crist - Board Member
March 8, 2022
Date


Walter Newman - Board Member
March 8, 2022
Date

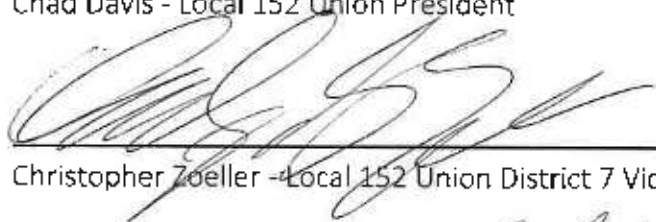

Darrell Decker - Board Member
3/8/2022
Date


Danny Perches - Board Member
3/8/2022
Date


Mark Pon - Board Member
3 - 8 - 2022
Date


Scott Moore - Fire Chief
3-8-2022
Date


Chad Davis - Local 152 Union President
03-07-2022
Date


Christopher Zoeller - Local 152 Union District 7 Vice President
03-07-22
Date


Reece Calton - Local 152 Union Battlefield Shop Steward
03-07-22
Date