

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

Effective 02-10-17 to 02-10-20

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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.

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 Districts 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 cause 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 properly administered at all times. The District and Local shall appoint their respective representatives to this Committee within one month after both parties sign this Memorandum. 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:

Reference Policy 102.5

Article X: Pay Scale

10.1 Current Base Pay Rates:

Reference Policy 301

10.2 Educational Incentive:

Reference Policy 307

10.3 Cost of Living Adjustment:

Reference Policy 303

Article XI: Out of Grade Pay

11.1 Compensation:

Reference Policy 305

Article XII: Promotions

12.1 Promotional Examination Guidelines:

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, station bidding and 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:

Reference Policy 216.1 and 216.2

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:

Reference Policy 216.0

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 Bidding Scheduled 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:

Reference Policy 214

Article XVII: Holidays, Vacation, and Kelly Days

17.1 Holiday Pay:

Reference Policy 204

17.2 Holidays:

Reference Policy 204

Add Veterans Day -

17.3 Vacation Accrual:

Reference Policy 203.1

17.4 Vacation Usage:

Reference Policy 203.0

17.5 Vacation usage bidding:

Reference Policy 203.3

17.6 Kelly Days:

Reference Policy 203.2

Article XVIII: Sick Leave

18.1 Sick Leave accumulation:

Reference Policy 202.1

18.2 Sick Leave Use:

Reference Policy 202.0

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:

Reference Policy 202.2

Article XIX: Special Leave

19.1 Recognized Leave:

Reference Policies 206 – 212.

Article XX: Health and Welfare

20.1 Health and Welfare:

Reference Policy 402

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 at all 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.

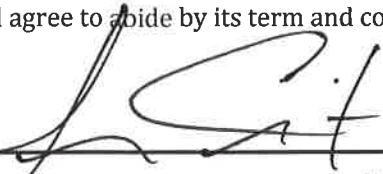
Article XXII: Residency

22.1 Residency:

Reference Policy 110.3

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

Date 7-11-17



Derek Fraley - Board Member

July 11, 2017
Date



Darrell Decker - Board Member

7-11-17

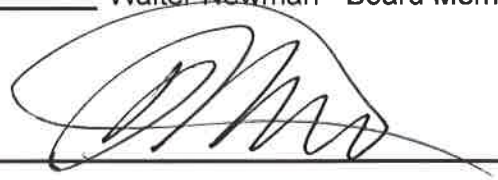
Date



Walter Newman - Board Member

7-11-17

Date



Gregg Keltner- Board Member

7/11/17

Date



Bryan Newberry- Fire Chief

7/11/17

Date



April 5 2017

_____ Chad Davis- Local 152 Union President

Date



April 5 2017

_____ Joe Myers- Local 152 Union Executive Vice President

Date



April 5 2017

_____ Christopher Zoeller- Local 152 Union Battlefield Shop Steward

Date