

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
RAYTOWN FIRE PROTECTION DISTRICT
AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1730**



The following agreement was entered into between Local 1730 and the Raytown Fire Protection District and is effective for the time period of *March 1st, 2006 through February 28th, 2009*

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**RAYTOWN FIRE PROTECTION DISTRICT
RAYTOWN, MISSOURI
MEMORANDUM OF UNDERSTANDING**

The following agreement was entered into between International Association of Firefighters (IAFF) Local 1730 and the Raytown Fire Protection District and is effective for the time period of March 1st, 2006 through February 28th, 2009.

Article I, Preamble

This Agreement is entered into by and between the Raytown Fire Protection District, hereinafter referred to as the District and the International Association of Fire Fighters Local 1730, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful adjustment of differences that may arise and to establish proper standards of wages, hours, and other conditions of employment.

Article II, Union Rights

Section 1, Recognition

- A. Classified employee shall be defined as any employee below the rank of battalion chief.
- B. The District recognizes the Union as the representative of all employees below the rank of battalion chief.
- C. This MOU applies to all classified employees except where it clearly indicates that it applies only to specific classifications.
- D. Probationary employees shall not be considered Union members until satisfactory review of performance is achieved.
- E. With the exception of holiday pay, personal time and sick leave benefits, all other benefit provisions of this MOU do not apply until new employees are no longer considered probationary.
- F. Refer to specific articles concerning the use of personal time and sick leave for probationary employees for further details.

Section 2, Union Security

- A. The District will not discharge or discriminate against employees because of membership in the Union or because of their lawful union activities.
- B. All employees covered by this MOU shall, as a condition of employment, become and remain members of the Union in good standing after their probationary period. Employees who fail to comply shall be discharged.

- C. The Union shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the District in fulfilling the obligations imposed on the District under this MOU.
- D. No other Local is recognized as a bargaining unit until such times as labor and management agree to a merger or consolidation of IAFF Local 1730 with any other IAFF Local.

Section 3, Payroll Deduction: Agency Shop Union Dues

- A. Every classified employee of the District shall, upon written notice by the employee and approval by the Union president, have an amount deducted from their wages equal to the sum certified as initiation fees and subsequently each month's union dues, provided that such dues will be used by the Union only for the purposes permitted by law.
- B. The District shall deliver the sum monthly to the Union treasurer.
- C. Deductible dues shall be limited to the annual base salary for firefighter/EMT Class 1, step 1 divided by 12, times 1.8%. If the Union wishes to change deductible dues, they shall provide the District in writing with the new method for calculation and the effective date of the change.
- D. If any employee does not have a check coming to them or their check is not large enough to satisfy the assignments, no collection shall be made from that employee for that month.

Section 4, Union Communications

- A. The Union may use existing methods of departmental communication for the transmission of Union communications.
- B. Union communications shall not be illegal or destructive to the mission of the District.
- C. A reasonable amount of space on bulletin boards within District facilities shall be made available for the dissemination of Union literature.
 - 1. All literature shall be dated, shall be identified by affiliation and author, shall be neatly displayed, and removed from said bulletin board when no longer timely.
 - 2. The District agrees that Union literature shall not be removed from said bulletin boards without first consulting with the Union officer to determine if the literature should remain for an additional period of time.
 - 3. The District is authorized to remove any literature not posted within the specific limits of this section upon notifying the appropriate Union representative.

Section 5, Union Activities

- A. The District shall not discriminate, interfere, restrain, or coerce any employee for their legal activity on behalf of, or membership in the Union.

- B. The District will not be responsible for any pay and/or benefit to any Union member for the purpose of conducting union activities.
- C. Union activity will not interfere with the operations of the District.
- D. The Union will be responsible for any cost of repair or replacement of facility components or equipment damage that occurs during Union activities while being held on District property.

Section 6, Seniority

- A. Employee seniority shall consist of the length of accumulated service of each employee.
 - 1. An employee's length of service shall not be reduced by time loss due to sickness or injury nor required military service.
 - 2. Temporary or part time employment with the District shall not be part of a classified employee's seniority.
- B. The District shall use the seniority list of all classified employees established by the Union.
 - 1. The list shall be brought up to date upon any hiring, promotion or vacancy within classified positions.
 - 2. The list shall be posted on the District's computer server and be available at each station.
 - 3. This list shall be used whenever called for by specific articles and sections of this MOU and in such other cases as may be agreed upon by the District and the Union.
- C. Seniority as defined in this section shall apply to two separate applications.
 - 1. "Hire Date" seniority shall be determined by continuous service with the District, calculated from the date of employment.
 - a. Continuous service shall be broken by only resignation, discharge or retirement.
 - b. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the eligibility list.
 - c. This definition of seniority shall be consistently applied to seniority pay, promotion eligibility, reduction of force, vacation granting, and vacation bidding.
 - 2. "Time in Grade" seniority shall be determined by the date which employees were promoted to their current position.
 - a. "Time in Grade" seniority shall only apply to personnel promoted beyond the rank of firefighter/EMT-B or firefighter/EMT-P.
 - b. Employees with the same promotion date shall be assigned to the seniority list in order of their ranking on the eligibility list.
 - c. This definition of seniority shall be consistently applied to pay scale, step raises, job bid, and call in.
 - d. The "Time in Grade" seniority list at the time of contract signing will be set as it currently exists.
 - e. Future promotions shall be addressed using the time in grade standard for job bidding and call in.

- f. The seniority list on the server and call in sheets will reflect the date of grade for employees where time in grade is applicable.

Article III, Management Rights

Section 1, General Rights

- A. The parties agree that it is the exclusive right of the District, subject to, and in accordance with the terms of this MOU and any applicable Federal, State or local laws, regulations, ordinances or recognized standards and not inconsistent therewith to:
 - 1. Maintain order, discipline and efficiency.
 - 2. Hire, direct, transfer, promote, discharge, suspend or otherwise discipline employees for just and proper cause.
 - 3. Generally, to operate and manage the undertakings of the District and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery necessary for the efficient and economical carrying out of the operations and undertakings of the District.
- B. The Union agrees that its members shall be subject to all District ordinances, rules, regulations and Standard Operating Guidelines, including those relating to conduct and work performance.

Section 2, No-Strike Clause

- A. The Union and its members in executing and ratifying this MOU and upon adoption of the MOU by the Board of Directors of the District, agree that there will be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the District, provided both parties abide by and live up to the terms of this agreement.

Section 3, Disciplinary Policy

- A. Policy Statement
 - 1. As a Fire Protection District, all officers and employees serve at the will of the Board of Directors of the District
 - 2. The Board of Directors intends to promote efficiency and economy in the operation of the District.
 - 3. It shall be the duty of each employee to maintain high standards of conduct and cooperation in their work for the District.
- B. Employees' Conduct
 - 1. All employees shall comply with and assist in carrying into effect the District's personnel rules and regulations.
 - 2. Employees shall achieve reasonable standards for work habits, attitude, production and personal conduct, and shall respond to corrections and suggestions from supervisors.

- C. Supervisors' Conduct
All supervisors shall present suggestions and corrections in a constructive and helpful manner, and when practical, at the time deficiencies are observed.
- D. Procedure for Disciplinary Action
1. The Board of Directors hereby delegates to the fire chief, assistant chief and / or duty chiefs the authority to initially impose any and all disciplinary action, including but not limited to reprimand, demotion, suspension, dismissal, reassignment and forfeiture of earned benefits.
 2. No employee shall be disciplined or discharged without just cause.
 3. The fire chief shall investigate the charges prior to the imposition of discipline or discharge.
 4. The employee and Union shall be notified in writing of the charges.
 5. The fire chief will meet with the employee and the employee shall have the right to be accompanied and represented by the Union.
- E. Notice to Employee
1. A written statement of the nature, effective date and reasons, if any, of the disciplinary action shall be furnished to the employee within three (3) working days of the action, by delivering a copy of such statement to the employee or by depositing a copy of same in the United States mail, postage paid, ordinary mail, addressed to the employee's last known address.
- F. Board Review:
1. Right to Review
 - a. Because the Board of Directors is the final authority upon all disciplinary matters, any employee may request review by the board of disciplinary action taken after all other attempts have been unsuccessful.
 - b. Failure to request review as herein provided shall constitute acceptance of the discipline imposed.
 2. Request
 - a. In order to obtain review of disciplinary action, an employee shall file in the office of the fire chief a written request setting forth the reasons for the request and the relief sought.
 - b. Such request shall be filed within ten (10) calendar days of the date of the written notice of the disciplinary action given or mailed to the employee.
 - c. Personal delivery of said request to individual members of the Board of Directors shall not constitute this request.
 - d. Failure to file a timely request shall be deemed a waiver of the right of an employee to seek board review.
 3. Hearing of Request
 - a. Upon receipt of the request, the fire chief shall place the matter upon the agenda of the next regularly scheduled meeting of the Board of Directors.

- b. Unless otherwise determined by the board, the request shall be taken up and considered in closed session at the conclusion of all public business.
 - c. The board may continue the hearing of the request upon its own motion, or upon the request of the employee for good cause.
4. Hearing Procedures
- a. The hearing of the request shall be conducted in an informal manner.
 - b. The president of the Board of Directors shall rule upon the admission of statements and evidence before the board, with the advice of the board's attorney. The ruling of the president of the board shall be conclusive.
 - c. The strict rules of evidence shall not apply and the board may consider all applicable and substantive evidence.
 - d. The chief or duty chief instituting the personnel action shall present their position, evidence, statements, documents and witnesses first.
 - e. Upon conclusion of the chief's presentation, the employee may present their position, evidence, statements, documents and witnesses.
 - f. Any member of the board may direct questions to the fire chief, assistant chief or duty chief or employee.
 - g. The employee's personnel file will be received into evidence.
5. Failure to Appear
- a. In the event the employee fails to appear at the hearing, the board may dismiss the request.
6. Burden
- a. The burden to convince the board of propriety, validity or reasonableness of the fire chief's decision shall be upon the fire chief, assistant chief or duty chief instituting the action.
 - b. If the evidence before the board does not convince the majority of those board members hearing the evidence as to the propriety, validity or reasonableness of the discipline, the board may reverse or modify the discipline or may direct such other relief as the board deems fit.
7. Conclusion
- a. The conclusion of the Board of Directors shall be reduced to writing and delivered or mailed to the employee as soon as practicable.
 - b. A copy shall be placed in the employee's personnel file and a copy shall become the public record of the board's decision.
8. No Stay
- a. A request for board review of disciplinary action shall not suspend or stay the action pending review.
 - b. If the discipline is reversed or otherwise modified, the board may make its decision retroactive so as to restore lost pay or benefits.

Article IV, Grievance Policy

Section 1, Purpose and Policy

- A. Purpose
 - 1. The most effective accomplishment of the work of the District requires prompt consideration and equitable adjustment of employee grievances.
 - 2. It is the desire of the District to adjust the causes of grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise.
- B. Policy
 - 1. If any employee is unable to resolve the grievance informally, they may present the grievance to their duty chief, the assistant chief or the fire chief.
 - 2. To facilitate informal consideration of such grievances, employees are encouraged to initiate the process with their duty chief.

Section 2, Matters Subject to Grievance Procedure

- A. For purpose of this Article, a grievance shall be considered as any matter for which appeal is not provided, or prohibited, in the District's personnel ordinance and or Standard Operating Guidelines concerning:
 - 1. A dispute about the interpretation or application of any ordinance, rule or regulation or Standard Operating Guidelines governing personnel practices or working conditions.
 - 2. A dispute about the practical consequences of a District's decision on wages, hours and other terms and conditions of employment.
 - 3. Any grievance that is determined to be an attempt to seek review of discipline shall be summarily dismissed.
- B. Grievances may also address disagreements or relationships between employees or groups of employees, including supervisors.

Section 3, Time Limits

- A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to the further application of the grievance procedure for the alleged violation of this Agreement.
- B. Extension or contraction of any time limit, by mutual written agreement between the grievant and the appropriate manager at each respective level, is permissible.
- C. If there has been no mutually agreed-upon time extension, failure to respond to the grievance within the specified time frames shall allow the grievant to file a grievance at the next level. If this occurs, the higher level must respond to the grievance and may not return it to a lower level.

Section 4, Steps in Grievance Procedure

- A. The following are the steps to be taken by an employee who has a grievance which does not involve demotion, dismissal, or suspension, which are covered by other rules:
1. Step 1 - Informal Oral Discussion (Immediate Supervisor)
 - a. Within six (6) calendar days of the time a grievance is alleged to have occurred, or became reasonably apparent to the employee, the employee shall orally discuss with their immediate supervisor the grievance.
 - b. Within three (3) calendar days of the oral discussion, the immediate supervisor shall give their oral response to the grievance. If the grievance is not resolved during this oral discussion, the grievance must be reduced to writing and the formal level steps shall be in effect.
 2. Step 2 - Formal Level I (Immediate Supervisor)
 - a. Within three (3) calendar days of the oral response, if the grievance is not resolved, it shall be stated in writing by the grievant on the "Statement of Grievance" form as provided by the Union, signed by the grievant and at least two Union officers, and presented to their immediate supervisor, or designee.
 - b. The statement of grievance form must be complete, including but not limited to, the employee name, all facts giving rise to the grievance, the date of occurrence, the date of informal oral discussion, the date of oral response; and, identification by appropriate specific reference to Federal and State laws, the current MOU in effect, policies, procedures, rules and past practices alleged to have been violated; shall state the contention of the employee with respect to such provisions; and shall indicate the specific relief, action, or remedy requested.
 - c. The immediate supervisor/designee shall communicate their decision to the grievant in writing within six (6) calendar days after receiving the grievance.
 - d. Within the above time limits, either the grievant or the immediate supervisor/designee may request a personal conference with the other party.
 3. Step 3 - Formal Level II (fire chief)
 - a. In the event the grievant is not satisfied with the decision rendered in formal Level I, they may appeal the decision on the appropriate form to the fire chief, within three (3) calendar days.
 - b. The appeal shall include a copy of the original grievance, a written copy of the decision rendered by their immediate supervisor/designee, and a clear, concise statement of the reason(s) for the appeal, referencing any federal or state laws, the current MOU in effect, policies, procedures, rules, regulations and past practices that the supervisor overlooked.
 - c. The presentation of new or additional facts or evidence submitted by the grievant shall serve as a basis for returning the grievance for further consideration at Step b of Formal Level I.

- d. The fire chief shall communicate the decision to the grievant, in writing, within six (6) calendar days of receiving the appeal.
 - e. Within the time limits, either the grievant or the fire chief may request a personal conference with the other party.
4. Additional Review
- a. Any party to a grievance who is unsatisfied with the disposition of same may request additional review, by presenting to the fire chief a copy of such grievance within ten (10) calendar days of the prior disposition. They shall also present the reasons for dissatisfaction and the relief requested.
 - b. If no party to a grievance pursues the same within the said ten (10) day time limits, all parties will be conclusively presumed to have been satisfied with the disposition of the grievance.

Section 5, Board Review

- 1. Upon receipt of the request, the District shall place the matter upon the agenda of the next regularly scheduled meeting of the Board of Directors.
 - a. Unless otherwise determined by the board, the request shall be taken up and considered in closed session at the conclusion of all public business.
 - b. Board review shall be conducted in an informal manner. The employee will first present their position and explanation for their reasons for dissatisfaction and the relief requested. The fire chief, assistant chief or duty chief involved in prior disposition of the employee grievance shall then be heard.
 - c. A quorum vote of the fire board shall thereupon consider the appeal and make such investigation as it may deem necessary and within a reasonable time shall affirm, revoke, or modify the action of the fire chief's findings or actions as in its judgment seems warranted. The fire board shall then direct such relief as it deems fit and its decision shall be final.

Article V, Work Conditions

Section 1, Productivity

- A. The District and the Union agree to cooperate to promote the productive use of manpower and equipment to best secure the maximum efficiency and effective delivery of emergency services for the citizens' tax dollar. As such, maximized productivity is recognized to be a shared obligation of the employees covered by this MOU. In order to achieve maximized productivity, the parties recognize that work procedures and assignments or the introduction of any and all new, improved, or automated methods or equipment to increase the productivity of the department may be established or revised by the District.

- B. The forgoing is not intended to increase the Union members' workload, but to make labor and management accept the concept of productivity and mutually strive to achieve the highest standards of work ethics.

Section 2, Labor Management Committee

- A. In an effort to establish and maintain open lines of communication, to foster good will and to intercede before problems become more difficult to resolve, there shall be a labor-management committee consisting of four (4) members, two (2) appointed by the fire chief among the chief officers and two (2) appointed by the president of the Union (not necessarily Union officers).
 - 1. Personnel on this committee should rotate every other year.
- B. The committee shall meet twice a year, on or about January 15th and on or about July 15th. The committee shall also meet on the request of both parties to discuss matters of mutual concern.
 - 1. Classified personnel participating in this committee shall receive pay from the District for time spent in the biannual regularly scheduled meetings.
- C. The committee shall have the authority to make written recommendations to the Union leadership, the fire chief and the fire board.
 - 1. The committee shall make this report available to all parties at the first operational fire board meeting following the committee meeting.
 - 2. This recommendation is not intended to supercede the grievance procedure, but to augment resolutions before grievances are formally filed.
- D. In addition to any recommendation(s), it shall be agreed that if any provision of this agreement, within this work agreement period, is mutually determined to be contradictory to the safe and/or efficient operation of the District, the District and the Union agree to enter into a negotiating process to amend that specific article or paragraph.

Section 3, Health and Safety Committee

- A. Both the District and the Union agree to ensure the safest work environment possible and within the financial means of the District.
- B. To oversee that this mission is accomplished, there shall be established a joint Health and Safety Committee consisting of four (4) members, two (2) appointed by the fire chief among the chief officers and two (2) appointed by the president of the Union.
 - 1. Personnel on this committee should rotate every other year.
- C. The Committee shall be charged with the responsibility of reviewing topics pertinent to the District's overall operation, including, but not limited to: general physical fitness of all members, adequate physical examinations, vaccinations or immunizations of common known viruses and communicable diseases, workplace safety, training of personnel in firefighter safety, training safely, facility safety inspections, protective equipment, fireground safety, mental health counseling services for job related stress and associated illnesses, hearing loss protection, and infection control.

- D. The Health and Safety Committee shall make recommendations to the fire chief and to the Union, and through the fire chief to the fire board, for the correction of hazardous conditions or unsafe work methods with an expected target date of correction.
- E. The committee shall meet twice a year, on or about April 15th and on or about October 15th. The committee shall also meet on the request of both parties when safety concerns need to be addressed immediately. A statement or minutes of such meeting shall be supplied to the fire chief and to the Union after the conclusion of each meeting that may or may not include the previously mentioned recommendations.
 - 1. Classified personnel participating in this committee shall receive pay from the District for time spent in the biannual regularly scheduled meetings.
- F. The committee will also facilitate any follow up of previous recommendations.
- G. It shall be their responsibility to review and analyze all reports of accidents, deaths, injuries and job related illness.
 - 1. The committee shall make immediate and detailed investigation of each occurrence to determine a fundamental cause. In carrying out this responsibility, confidentiality of any individual's medical records shall not be violated by the committee.

Section 4, Departmental Guides

- A. In order to ensure consistent quality protection for the public and safety for all employees, the Labor Management Committee shall review all SOGs at least once during the contract period for currency and effectiveness.
 - 1. This review shall commence immediately following the adoption of this agreement and will conclude no later than 180 days thereafter.
- B. The District will provide every employee with access to all in force policies, job descriptions and guidelines, via the District's computer system server.
- C. The District will provide the Union with copies of changes to written Departmental Guides at least ten (10) calendar days before their effective date.
 - 1. Any changes requested by the Union will be responded to within ten (10) calendar days.
- D. The Union acknowledges that it is the function of the District to establish, enforce and amend from time to time such guides, rules and regulations.
- E. Members shall comply with all District guides, rules, regulations, and ordinances, including those relating to conduct and work performance.
- F. The District agrees that District rules and regulations, which affect working conditions and performance, shall be subject to the grievance procedure.

Section 5, Care of Equipment

- A. It shall be the responsibility of each employee having custody of any issued equipment to see that it is properly cared for, cleaned and returned to its place of storage.
- B. Employees will be responsible to the District for reimbursement of preventable loss or damage costs resulting from the employee's carelessness.

Section 6, Work Week

- A. The workweek of classified employees assigned to a 24-hour shift consists of an average workweek of 56 hours.
 - 1. Those hours consist of tours of 24 hours on duty and 48 hours off duty.
 - 2. Tours of duty are from 0700 hours to 0700 hours the following day or until properly relieved by District personnel and approved by a chief officer.
- B. The workweek of classified employees not assigned to a 24-hour shift, consists of a workweek of 50 hours.
 - 1. Those hours consist of five 10-hour tours of duty Monday through Friday, from 0700 hours to 1700 hours.
- C. The workweek and tours of duty of employees may be changed for vacation relief and with the consent of the employee for other specific purposes.
- D. All employees shall report to work on time and shall not leave their employment without prior relief.
- E. No training or fire inspections shall be conducted on actual District holidays. However, training and inspections may be performed at such other times employees are receiving holiday pay.
- F. For safety reasons, no employee shall be allowed to work more than four consecutive calendar days without at least a twelve-hour period during which the employee is not on duty.
- G. If an employee is late to work there shall be deducted from their salary at the rate of 1 1/2 times their rate of pay, such time as is applicable for the total time they are late.
- H. No employee shall be automatically covered by another employee.
 - 1. Advanced notice must be given by employees who will be tardy. It is the employee's responsibility to have their position filled by shift change.
 - 2. Notice shall be given to the on coming or off going duty chief and the station captain of the arrangements made by the two employees.
 - 3. It is not the responsibility of the District to compensate either employee for trades or standbys.

Section 7, Daylight Savings Time

- A. Employees working the shifts in April and October that encompass daylight savings time shall be paid for actual time worked. This means that the shift working in April will be paid for 23 hours and the shift working in October will be paid for 25 hours.

Section 8, Place of living

- A. Classified employees may live in any location they choose.

Section 9, Driver License Requirements

- A. The following provisions supplement District Standard Operating Guide 2006-04 Operations of Emergency Vehicles and shall apply to those employees required to possess a valid driver's license in order to perform their job duties.
 - 1. It is the responsibility of affected employees to maintain required licenses. Any employee who becomes unable to drive for any reason, including but not limited to, lapse, suspension or revocation of their driver's license, shall promptly inform their duty chief.
 - 2. An employee who loses their driver's license is subject to reassignment to a position that does not require driving of District vehicles in accordance with Standard Operating Guide 2006-04.
 - a. The employee will be subject to loss of rank and the commensurate pay rate and be reclassified to a lower rank that does not have driving responsibilities.
 - b. The employee will be placed in the highest pay rate/step classification closest to their former rate of pay until such time as they are able to reacquire a valid driver's license.
 - c. Subsequently, the employee on the appropriate eligibility list will be temporarily promoted to fill the position of the employee without a valid license until such time as their license has been reacquired.
 - d. Both employees will then return to their respective assignments.
 - e. If a driver's license is revoked for a period of one year or more, the previous sentence does not apply. The demotion of the affected employee and promotions necessary to fill the vacant position shall be permanent.

Section 10, Reduction of Force

- A. In the event the Board of Directors reduces classified personnel, the classified employees with the least seniority shall be laid off first.
- B. No new classified employee shall be hired until all laid off classified employees have been notified by seniority of the vacancy and offered the opportunity to return to work.
 - 1. The District shall make such notification and offer by mailing such information to the employee, by certified and regular mail, to his last known address or the last address provided to the District by the employee.
 - 2. Failure of the former employee to accept the employment and return to work within a period of fourteen (14) days after mailing of the notice shall be deemed a rejection of the employment.
 - 3. Employees previously laid off who have returned to work shall not be considered probationary employees and for purposes of salary and benefits shall have seniority equal to their seniority at the time of their layoff.

Section 11, Employee Status

- A. The District shall submit written notice to the Union within 72 hours, if possible, of the name, job title, company, station and effective date of actions affecting employees as follows:
1. Appointment of new employees
 2. Promotion
 3. Transfer
 4. Any disciplinary action
 5. Termination by type (retirement, disability, voluntary, with cause)
 6. Authorized leave of absence without pay for one (1) month or more
 7. Medical leave of absence for one (1) month or more beyond sick leave allowances for off duty injury where accrued sick leave is exhausted and the employee is considered off without pay.

Section 12, Job Bid Procedure

- A. All positions filled by classified employees shall be subject to the following job bid procedure.
1. Job wide shift bidding shall not recur during the 2006-2009 contract period.
 2. Personnel shall be allowed to trade positions during the contract period under the following guidelines:
 - a. Each employee may participate in one trade during the contract period.
 - b. Both employees must agree to the trade.
 - c. Employees may not compensate one another for agreeing to trade shifts or stations.
 - d. The trade must occur in the same pay period.
 - e. The District must not incur any cost associated with the trade.
 - f. Once employees trade shifts or stations they may not trade back.
 - g. EMT-P firefighters may trade with EMT-B-firefighters, but they may not trade to a crew if the trade would result in one of the crews being without an assigned EMT-P firefighter.
- B. At any other time during the calendar year, when there is a vacancy in a classified position, the open position shall be posted at both fire stations.
1. Qualified employees in the classification shall have ten (10) calendar days to bid by notifying the fire chief.
 2. The senior in class employee bidding shall be assigned the position.
 3. Subsequent vacancies will be filled in the same manner.
 4. In the event an employee is on vacation or an emergency has prevented him from bidding within the time period set out above, the employee may make a request to the fire chief for an extension of time in which to bid. The fire chief shall be the sole judge as to the justification of such extension and his or her decision shall be final.

5. Procedures for employee changing shifts, if necessary, shall be worked out by the fire chief.
6. All shifts shall carry a full complement of employees during the change.

Section 13, Promotions

- A. All appointments and promotions of classified employees shall be made from the ranks, providing the member appointed or promoted qualifies for the position available.
- B. All promoted employees shall be on probation for six months in the position.
 1. If, during that period, the employee fails to satisfactorily perform the duties of the new position, they will be permitted to return to their original position without loss of time in grade seniority.
 2. Subsequent promotions that were created because of the original promotion will also fall back into the previous status if there is not another employee on the eligibility list within that classification to fill the promotional vacancy.
 3. The probationary period for employees appointed to the rank of driver and above may be extended only when the probationary employee has been on disability leave, light duty, sick leave, leave for purposes related to pregnancy, military leave, or unpaid leave of absence during the probationary period. Such extension shall be equivalent to the length of time the employee was on leave and/or light duty.
- C. If a promotional vacancy exists, it is the District's intent that it be filled within 60 calendar days.
 1. Projected vacancies shall be filled from current eligible lists commencing with the following pay period, and subsequent vacancies as soon as possible.
 2. Promotions shall be made in rank order from the top of the promotional eligibility list.

Section 14, Promotion Qualifications

- A. Before an employee is promoted, the employee shall meet the qualifications listed below, have a good record with the District for current and previous two years, and demonstrate needed skills by successfully completing written, practical and oral examination.
- B. Captain Qualifications:
 1. Experience:
 - a. Five (5) years experience in firefighting, fire prevention and use of firefighting equipment, which service must include three (3) years service as a full time employee with the District at the time of promotion.
 2. Education and Training:
 - a. Education, training and experience needed to develop skills required by the National Fire Protection Association for Firefighter

- 1 and 2, Apparatus Operator, Fire Officer 1 and 2 and Associates Degree in Applied Fire Science.
 - b. At least one specialty such as prevention, hazardous materials, equipment maintenance, training, etc.
 - c. An Associates Degree in Applied Fire Science or related curriculum is preferred but equivalent fire service training may be accepted for qualification for promotion.
 - d. If promoted to captain without the Associates Degree, the employee shall obtain such degree within the shortest amount of time necessary to graduate. Course curriculum will set the pace of available time period. Filling this requirement will be made a priority of the District and the person filling the position.
 - e. The employee being promoted to captain shall also meet the objectives for Fire Officer, NFPA qualifications 1021 with a minimum of professional competence as Fire Officer 1 and 2 within four years after appointment or as training is available to reach such standard.
 - f. The employee shall obtain certification as Missouri Fire Service Instructor I within 12 months after appointment.
 - g. They shall have considerable knowledge of modern firefighting, prevention and safety equipment and be competent with principles and techniques for operation such equipment.
 - h. The employee shall have good knowledge of applicable state laws, District ordinances and SOGs.
 - 3. Shall have demonstrated effective working relationships with co-workers, other public safety agencies and the public.
- C. Apparatus Operator Qualifications:
- 1. Experience: At least two (2) years experience as a full time employee with the District at the time of promotion.
 - 2. Education and Training:
 - a. Education, training and experience needed to develop skills required by the National Fire Protection Association for Firefighter 1 and 2 and Apparatus Operator.
 - 3. Shall have demonstrated effective working relationships with co-workers, public safety agencies and the public.
- D. Firefighter Class 2 Qualifications:
- 1. Experience: At least two (2) years experience as a full time employee with the District at the time of promotion.
 - 2. Education and Training:
 - a. Education, training and experience needed to develop skills required by the National Fire Protection Association for Firefighter 1 and 2, and Apparatus Operator.
 - 3. Shall have demonstrated effective working relationships with co-workers, public safety agencies and the public.

Section 15, Procedure for Promotions

- A. It is the desire of labor and management to have the best candidate selected for promotional purposes.
- B. It is management’s responsibility to use only assessment instruments that are unbiased and fair to all groups and shall relate to those matters that will fairly test the candidate’s ability to discharge the duties of the position to be filled.
- C. Any promotional candidate may meet with the fire chief and or the training officer before or after the promotional process to discuss the skills and qualities that would improve their potential as a promotional candidate.
- D. Changes in the established testing process will be submitted in writing to the Union for review and input no fewer than 30 days prior to the beginning of the process.
- E. The eligibility list shall be completed within ninety (90) days from the date of the first portion or part of the examination process to the publication of the eligibility list unless extended by the District due to circumstances beyond the District’s control.
- F. Promotional examinations for captain shall be normally held once every other year for the purpose of establishing an eligibility list for that position.
- G. Promotional examinations for driver shall be normally held every other year, opposite of the year set aside for captain.
- H. Promotion lists shall run for 2 years from posted date and shall not be extended.
- I. The District will post notice of testing within one-hundred twenty (120) days of the date of expiration of the eligibility list for a classification, or within one-hundred twenty (120) days of the date of exhaustion of such eligibility list, should such exhaustion occur prior to the regular expiration date. The District shall notify the Union in the event of a timeline extension, and the reasons for such extension.
- J. Announcements for promotional examinations shall be posted in each fire station 45 days prior to the closing date for applications. Applications received after the closing date will not be considered.
- K. Candidates must achieve a passing score on all phases of the testing process to achieve placement on the eligibility list. All applicants will be notified of their final score and their relative standing.
- L. The period of eligibility of the promotional list shall be for two years. The Union will be provided a copy of the eligibility list.
- M. In order to fulfill the selection process fairly, both labor and management agree that certain testing and performance criteria be measured proportionally.
 - 1. Once minimum test scores are obtained, then a weighted multiplier will be calculated. Eligibility ranking for promotion to the positions of driver and captain shall be based on:

Written Examination	__20__%
Practical Examination	__25__%
Oral Examination	__15__%
Length of Service	__15__%
Positive performance evaluation for past two years	__10__%
Prior Education	__10__%
Attendance	__5__%

- N. Content of examination, test scores:
1. Written Examination:
 - a. Written examination material shall consist of a 100 question multiple choice test.
 - b. Text and reference materials that may be used for studying purposes will be given to employees 30 working days prior to the examination.
 - c. Information will include applications, minimum qualifications, study material reference information, if appropriate, and information on what will determine a passing score.
 - d. After the conclusion of the testing process candidates can also obtain their personal test score.
 - e. The District will publish a recommended list of core reading materials for all ranks that will be updated periodically. The reading list shall include the source materials and subject matter areas to be used for development of the written examination.
 - f. It is the responsibility of each candidate to study from correct textbooks and literature editions.
 2. Oral Examination:
 - a. The oral examination shall be given by a three-member panel consisting of personnel of at least the rank being promoted.
 1. There is no requirement that panel members be employees of the District.
 - c. Questions shall be in keeping with knowledge and requirements for the rank considered.
 - d. On the day of the oral phase of the examination process, and prior to scoring the test, the District shall provide the Union with the list of dimensions evaluated in the oral phase.
- O. Evaluators for captains promotional practical testing.
1. In the event multiple evaluators are used to evaluate candidates, each evaluator will observe and score each candidate during some portion of the examination unless it is determined there may be a conflict of interest between an evaluator and particular candidate, or in an extenuating circumstance beyond the District's control.
 2. If possible, candidates shall be assigned in a random fashion.
 3. Evaluators shall receive training as arranged by the fire chief or other chief officer.
 - a. Evaluators shall be provided the list of dimensions and weights to be evaluated prior to the practical examination phase.
 4. If any candidate knows an evaluator it shall be the responsibility of both to bring this to the attention of the fire chief, or other chief officer involved with test administration.
 - a. The fire chief, or designee, shall determine whether or not such knowledge and possible conflict of interest shall constitute grounds for excusing the evaluator from rating the candidate.

5. The District shall make a reasonable effort to obtain evaluators from neighboring fire departments for those portions of the examination involving emergency scene management, instructional presentation, essay tests, or managerial / organizational questions or exercises.
- P. Scoring.
1. Within thirty (30) calendar days of the establishment of the eligibility list and upon written request by the Union to the fire chief, or designee shall meet and review with the Union the accuracy of the mechanical scoring of all examinations.
 2. All affected candidates shall be notified of any error which results in a change of score and/or placement on the eligibility list.
- Q. Records Retention.
1. At a minimum the District shall provide for the preservation of evaluators' score sheets and notes during the duration of the eligibility list or litigation, if any occurs.
- R. Observers.
1. The Union may elect to designate an observer for each examination phase.
 2. The Union shall be responsible for arranging and compensating observers for the testing process.
 3. Candidates may not act as observers.
 4. Only one observer may be present during each phase of candidate testing.
 - a. The Union may designate multiple observers so that multiple simultaneous exercises may be observed.
 - b. Observers must be in the room before testing begins and shall remain while each test is taking place.
 - c. The observer shall not talk, disrupt or provide clues to any candidate or evaluator during the examination process.
 5. All observers may be present during training of evaluators.
 6. One observer may be present during evaluator scoring of candidates.
 7. The schedule for the examination will not be affected by the ability or inability of observer(s) to be present.
 8. Failure of the Union to provide observers shall not constitute a basis for invalidation of the examination.
 9. Observer(s) shall be provided the list of dimensions evaluated prior to the oral examination phase if they are present during evaluator training.
 10. To protect the confidentiality of candidate performance and content of the examination and process, any information provided to observer(s) shall be treated as confidential material.
 - a. Any breach of confidentiality shall result in the observer(s) immediate removal from the process.
 11. Irregularities
 - a. The observer shall report any observed irregularities in the examination process that appear to discriminate on the basis of race, color, religion, sex, national origin, ancestry, physical or mental disability, age, sexual orientation, or marital status.
 1. This report shall be promptly made to the fire chief and union officers.

- b. To report irregularities, the observer first reports to the examination administrator designated by the District.
 - 1. This report must be made by the conclusion of the examination phase in which the alleged irregularity occurs.
 - 2. If that concern continues, the observer shall promptly report the concern to the fire chief and the union president. If the observer only notes a pattern of discrimination, then the observer may report the irregularity at the end of the examination phase in which such pattern of discrimination has been noticed.
 - c. The observer shall only be concerned with or report on the process and administration of the examination and not on the contents of the examination.
 - d. If no irregularity is reported by the end of an examination phase, the observer may not raise an issue solely related to that examination phase at any later time with respect to discrimination.
12. At the conclusion of the examination process, the observer will make a report concerning the examination, and any recommendations the observer may have. This report shall be made to the fire chief and the Union.

Section 16, Step Up And Hire In Procedure

- A. On shift personnel shall fill vacancies through step-ups until shift minimum staffing is reached.
 - 1. If a captain is off (as the first vacancy) and a driver has declared that he does not want to step up, then the senior qualified firefighter on that company will work out of class as a captain.
- B. Once shift minimum staffing has been reached, personnel shall be hired to fill the position vacant.
 - 1. If no shift personnel are qualified to step into a vacancy, the position shall be filled through the call in procedure even if minimum staffing has not been reached. Step ups shall be performed within each station first; personnel from the other station shall then be moved, if needed, to maintain minimum staffing on each apparatus. When more than one firefighter is working on an apparatus, seniority (excepting paragraph C below) shall be used to determine which employee steps up first.
- C. Paramedic Primacy.
 - 1. The District desires, within budgetary constraints, to maintain a paramedic qualified employee on each apparatus.
 - 2. Consistent with this MOU, the District reserves the right for the duty chief to move on duty personnel from station to station to maintain paramedic staffing on each apparatus.
 - 3. The Union agrees that the need to move firefighters may occur even when steps ups to fill other shift vacancies are not needed or an employee with seniority over a paramedic needs to be moved.

4. When a hire in is necessary due to the shift falling below minimum staffing and both stations are not staffed with paramedics, employees in the vacant classification with an EMT-P license will be called before employees without an EMT-P license.
 - a. To facilitate this process, the call in sheet will be modified to put a “P” next to employees who hold an EMT-P license.
5. Due to budgetary constraints, the District will not hire paramedics when an apparatus is minimally manned but has no paramedic.

Section 17, Staffing level and Call-in

- A. The minimum staffing of each shift shall be at least eight excluding the shift commander (applicable after six personnel are hired and count toward manpower in 2006-2007).
 1. When it becomes necessary to hire off duty personnel to maintain minimum staffing, personnel shall be called by position and seniority.
 2. Vacancies that do not begin at 0700 hours are to be filled in chronological order based on the time the vacancy begins, not the time it is scheduled or called in.
 3. Multiple vacancies beginning at 0700 hours shall be filled in the following sequential order; military leave, injury leave, vacancies (positions for which there is no employee assigned), approved leave of absence, jury duty, vacation, training, personal time, funeral leave, and sick leave.
 4. In the event that the vacant position to be filled requires an EMT-B qualified employee, only EMT-B or EMT-P qualified employees shall be called under the shift vacancy form call in list until the list is exhausted.
 - a. In the event there are no EMT-B or EMT-P qualified employees able to work then non EMT-B or non EMT-P employees shall be called according to seniority.
 5. When it becomes necessary to fill a vacancy on a classified twenty-four hour shift, the classified employees working 10-hour day shifts will be used to fill the position only after the normal call in list is exhausted.
 - a. Overtime that occurs or continues after the 10-hour day shift shall be filled using the normal call in list. Personnel filling a day position will fall in place on the call in list.

Section 18, Call-in Procedure

- A. The duty chief shall issue an “all page” on the computer in the day room.
- B. This page shall indicate the position vacant and direct all personnel who are interested in the overtime, not at their speed dial number and qualified to fill the vacancy to call the duty chief at the station.
- C. The page will indicate that personnel have 30 minutes in which to call.
- D. The duty chief will then utilize the call in sheet to notify personnel by seniority.

1. If the duty chief contacts someone on the call in sheet who wishes to work, and all personnel senior to that individual have been contacted and have turned down the overtime, the call in is complete.
 2. If the duty chief contacts someone who is interested in the overtime but the duty chief has not contacted everyone senior, the duty chief will inform that individual that they can work pending a call from someone senior during the 30-minute period allowed for in the page.
 3. If someone is contacted by the duty chief and indicates they will have to check and see if they can work, the duty chief will make a note and proceed through the call in list.
 - a. If that person has not called the duty chief by the end of the 30-minute period, they will be passed for the overtime.
 4. The most senior person who contacts the station or is contacted by the duty chief during the 30-minute period shall be given the overtime.
- E. The purpose of this procedure is to allow all qualified individuals 30 minutes to contact the station while still following the seniority list. This will also prevent the duty chief from having to spend an inordinate amount of time performing a call in.
- F. If the overtime is not filled during this procedure, the duty chief shall send a second “all page”.
 1. This page shall indicate that the first call in was unsuccessful and will offer the position to the first qualified employee that calls the duty chief.
- G. When a vacancy is filled by calling in an off-duty employee or when shifts are manned by employees not regularly assigned to such shift, the officer in charge may place employees where best suited to improve the emergency force.
- H. Equally qualified employees shall not be moved simply because one is senior.
- I. The shift vacancy call-in form shall be kept current with the local’s seniority list and be available to the Union officers via the computer server.
- J. Emergency Call In
 1. This is used when a firefighter goes to the hospital with an ambulance or at other times when additional manpower is needed as soon as possible.
 2. An all call page shall be put out notifying all personnel of the position available and asking for any interested personnel to call station # 1.
 3. The position shall be filled by the first qualified employee that calls in.
 4. Seniority shall play no part in this process.
- K. Off-Duty assignments
 1. An all call page shall be put out notifying of the assignment and asking for any qualified personnel interested to call station # 1 as soon as possible.
 2. The most senior qualified person to call in within 30 minutes shall fill the assignment.

Section 19, Temporary Assignments

- A. A temporary assignment is defined as any time it is planned that an employee shall work out of their normal assignment for at least four consecutive shifts.
 - 1. Temporary assignments shall not be used to delay promotions or hiring.
- B. Examples of temporary assignments:
 - 1. A temporary assignment will occur when moving an employee from station to station or shift to shift.
 - a. An example of this is to temporarily move a firefighter from station 1 to station 2 to accommodate a new hire probationary period at station number one.
 - 1. In this instance, the move would not exceed the length of the probationary period.
- C. A temporary assignment will be made in the event of an employee not having a valid driver's license pursuant to Article V, Section 10.

Article VI, Pay & Benefits

Section 1, Direct Deposit

- A. Direct deposit of payroll shall be made available to any employees who wish to receive their pay in this manner.

Section 2, Senior Apparatus Operators Opt Out

- A. The three most senior apparatus operators (Mark Grant, Richard Shackelford, Leroy Altis) will be given an opportunity to declare if they decline to step up to captain during each year of this MOU.
- B. Employees in this classification who wish to opt out must fill out the provided form before January 1st of each year.
- C. Any of the senior apparatus operators that decline to sign the waiver shall be required to step up.
- D. If an apparatus operator has declined to work out of class that year, they will be passed over for the captain vacancy until all qualified personnel have been called and declined the overtime. At that time the apparatus operators who had declined to work out of title will be called. In other words they will be called last to fill a captain's position.
- E. This option is only available to the three most senior apparatus operators as of the signing of this agreement. No other apparatus operators will have this option.
- F. This option will cease to exist with the promotion or retirement of these three apparatus operators.

Section 3, Relief and Standby

- A. In the event of a fire or other emergency that requires employees to work longer than the regular tour of duty, it shall be the responsibility of the officer in charge to see that those employees are relieved by the oncoming employees as soon as possible.
- B. During any occasion where an employee asks a fellow employee to stand by for him, each employee shall be required to notify the duty chief and the station captain of such standby.
- C. The amount of time any employee can stand by for another shall be three (3) hours or less.
 - 1. Any standby arrangement for more than three (3) hours shall require a signed trade agreement submitted to the duty chief prior to the trade taking place.

Section 4, Severability

- A. If any provision of this agreement or the application of any provision to any person or circumstance shall be held invalid, the remainder of this MOU or the application of said provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and representatives of both the District and the Union shall meet and confer for the sole purpose of arriving at a mutually satisfactory amendment to such invalidated provision.

Section 5, Maintenance of Benefits

- A. The District and the Union agree to meet and confer on any proposed changes to Article II through Article VI of this MOU that may have a direct impact on employees represented by the Union within thirty (30) days upon written request of either party throughout the term of this MOU

Section 6, Discrimination

- A. The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status, or sexual orientation.

Section 7, Pay Scale

- A. The rate of pay of each employee in the positions and classifications designated shall be per the attached section on pay scales, with schedules reflecting employee's pay scale beginning March 1, 2006.
- B. This pay scale reflects a cost of living adjustment of 3.3 % for 2006.

- C. The pay scale shall be adjusted annually on March 1 by the percentage change in the consumer price index as reported by the United States Department of Labor. This is the same index used to calculate the tax levy change for the District under the Hancock amendment.
1. The index used to calculate the percentage shall be the “Consumer Price Index – All Urban Consumers” as reported on the Department of Labor’s web site at: <http://www.bls.gov/data/>.
 2. To calculate the percentage change, price index data from the last two complete years shall be used.
 3. The formula for percentage calculation can be found on the Department of Labor’s site and reads as follows:
 - a. Index from most recent complete year minus index from the year before yields the point change.
 - b. Point change divided by oldest year times 100 yields CPI percentage.
 4. The calculations for the 2006 cost of living adjustment are as follows:

CPI point value for 2005 = 195.3
 CPI point value for 2004 = 188.9
 2004-2005 point change 6.4
 6.4 divided by 188.9 (2004 figure) = .0338
 .0338 multiplied by 100 = 3.38 % increase

 - a. The hundreds are dropped to yield a 3.3 % rate for the 2006 cost of living adjustment.
 5. Future adjustments will substitute data from the most recent two completed years, be calculated in the same manner and shall not exceed five (5) percent.
- D. Further adjustments in the pay scale will be based on an employee’s rating within the merit system contained in this document.
1. A description of the merit system can be found in Appendix C.
- E. Classified employees not assigned to a twenty-four hour shift shall receive shift differential pay as an addition to their hourly rate in an amount of twelve percent (12%).
- F. Overtime shall be paid to all classified employees, assigned to 24-hour shifts, for hours worked during a pay period in excess of 114 hours.
1. Such rate of pay shall be 1 1/2 times the employee’s regular rate of pay.
 2. For computation of overtime, any paid leave shall be included.
- G. Classified employees not assigned to 24-hour shift work shall be paid overtime for any hours worked in excess of 40 hours per week.

Section 8, Off Duty and Training Pay

- A. When approved by the fire chief, all off-duty work including job related training shall be paid at 1 1/2 times the employee's regular rate of pay.
- B. Personnel attending the Fire Science or Paramedic programs shall not be paid for time spent in training other than normal shift hours.
- C. While out of town for training, employees will be paid for their normal assigned work hours.

- D. Employees shall also be paid for any time spent in training outside of their normal work hours if the training officer and the fire chief approve the training prior to registration for such training.
 - 1. Payment for hours earned will be equal to the hours actually spent in the classroom or performing practical evolutions.
 - 2. Proof of completion, grade card or other form of proof shall be provided to the District prior to any payment.
 - 3. Proof shall include the dates of training and number of hours actually spent in class. This shall be provided to the training chief in writing.
- E. Out of town training is defined as any training that is further away than 60 miles of driving distance one way.
 - 1. Employees attending out of town training lasting 1 week or more in duration, and who are scheduled for duty on either the day they leave for training or the day they return from training will not be required to report for duty on said day.
 - 2. The employee will be paid for these days as if they were at work for the 24 hour period.
 - 3. Employees attending out of town training, (Ex. Fire School) that lasts less than a week in duration and are scheduled to work on the day of travel will be released from duty by 1400 hours. If the employee is scheduled for duty on the day they return from training, they will report for duty upon returning from the training.

Section 9, Emergency Duty Pay

- A. Emergency duty pay for emergency firefighting duty, emergency standby duty during fires and other emergencies that extend duty beyond the regular tour for each respective employee will be paid at the rate of one and one half (1 1/2) times the employee's regular hourly rate.
- B. Employees held beyond the end of their normal shift shall be paid for actual time worked.
 - 1. Employees beginning work within 30 minutes before the start of their normal shift shall be paid for actual time worked.
 - 2. While held over, the employee shall respond to emergencies as assigned by the duty chief.
 - 3. Employees shall notify the duty chief of their being held over by direct means or radio as soon as they arrive at the station.
- C. Employees responding to the station in response to a home unit shall be paid a minimum of one hour or actual time worked, which ever is greater.
 - 1. Employees will be eligible for home unit pay even if the home unit is cancelled prior to the employee's arrival at the station so long as employee arrives at the station within 30 minutes of the home unit being sounded.
 - 2. Employees responding for a home unit will be expected to assist on duty personnel, respond to incidents and remain on duty until released by the duty chief.
 - 3. Employees shall notify the duty chief of their response by direct means or radio as soon as they arrive at the station.

Section 10, Out of Title Pay

- A. Employees working above their regular classification in another classified position shall be paid the greater of the starting rate of the classification or their normal rate of pay plus \$1.00 per hour. Employee who works below their regular classification shall receive their regular rate of pay.
- B. Captains working out of class as duty chief shall be paid normal hourly rate plus \$1.50 per hour.
 - 1. If the duty chief is off and a chief officer cannot fill the vacancy, the qualified on duty captains will be given the opportunity, by order of seniority, to step up to acting duty chief for that time period.
 - a. If an on duty captain chooses to fill the position, established rules on filling of subsequent vacancies will apply.
 - 2. If neither on duty captain wishes to take the position, a call in to the remainder of off duty captains will be made, based on seniority.
 - 3. Probationary captains will not be considered for step up to duty chief.
 - 4. The time in grade can be considered for training for promotion and may be used as an evaluation tool in the promotion process.
 - 5. If a captain is working out of title as a duty chief, they will be responsible for ensuring that all work is performed in a timely manner, the rules and regulations are followed and personnel are provided the same level of safety and welfare under the responsibility of the regular duty chief. Captains stepping up to duty chief shall have the same authority that the normal duty chief is afforded.

Section 11, Holiday Pay

- A. Holiday pay shall be at the rate of 1 1/2 times the employee's regular rate.
- B. Holiday pay shall apply, if worked, to the shift immediately prior, shift of, and the shift immediately after the following holidays: January 1, 3rd Monday in February, Easter Sunday, last Monday in May, July 4, 1st Monday in September, 4th Thursday in November and December 25.
- C. Employees working shifts beginning at 7:00 A.M. on the 4th Thursday in November and 7:00 A.M. on December 25 shall be paid an additional 1/2 times the employee's normal rate.
- D. Classified employees not assigned to a twenty-four hour shift shall, instead of the above holidays, receive that day off with pay except when the holiday falls on a weekend.
 - 1. Classified day personnel will be given the Friday off before holidays that fall on a Saturday and Monday off for holidays that fall on a Sunday.

Section 12, Incentive Pay

- A. Classified employees who meet the certification requirements shall receive incentive pay in the following categories at the listed percentages of base pay.

Two-year College level Fire Science Technology	2.5 %
Fire Service Instructor I	1.0 %
Fire Service Instructor II	1.0 %
State Certified Inspector I	0.5 %
State Certified Investigator I	0.5 %
Certified Emergency Vehicle Mechanic	0.5 %
Safety Officer	0.5 %
Certified SCBA technician	0.5 %
Certified Hazardous Materials Technician level	0.5 %
Physical Fitness Instructor	0.5 %
Fire Officer 1	0.5 %
Fire Officer 2	0.5 %
ACLS-PEPP (or PALS)-BTLS (or PHTLS)	1.0 %
ACLS Instructor	1.0 %
Rapid Intervention Team class	0.5 %

- B. Additional incentives, not part of the incentives listed above:
- One (1) percent for any combination of two of the fire service recognized certifications for trench rescue, building collapse rescue, confined space rescue, high angle rescue, swift water rescue, ice rescue, advanced vehicle extrication in auto, bus, tractor/trailer.
- C. Any listed incentive that does not have a recognized certification shall be paid for the term of this MOU if employees attend appropriate classes that meet the certification intent.
- This shall be determined by the training officer. Personnel must completely retake the course or take appropriate refresher classes to maintain the incentive after the term of the MOU.
- D. Classified employees possessing an approved Emergency Medical Technician License-Basic (EMT-B) shall receive incentive pay at the rate of 2.5 % of their base salary.
- All classified employees who possess an EMT-B license shall continue to do so as a condition of employment.
- E. Classified employees possessing an approved Emergency Medical Technician-Paramedic license (EMT-P) shall receive incentive pay at the rate of 7.5 % of their base salary subject to the provisions that follow:
- Employees in the firefighter classification who are or become EMT-P certified shall, as a condition of continued employment, maintain licensure at that level until promoted to driver or captain.
 - Paramedics in the firefighter classification shall be considered first for the 7.5 % EMT-P incentive pay.
 - So long as no more than 12 personnel hold an EMT-P license, all EMT-P employees shall receive the incentive pay, regardless of classification.
 - If more than 12 employees hold an EMT-P license, and any of the employees are classified as driver or captain, the driver or captain that has received the incentive the longest will have the EMT-P incentive discontinued so that a qualified firefighter can receive the incentive.

- a. Employees in the driver or captain classification that have the incentive discontinued shall not be eligible for incentive reinstatement unless they return to the firefighter classification for any reason.
 - b. While paramedics who are promoted beyond the firefighter classification may no longer receive the incentive pay, the District encourages them to maintain their paramedic license and will continue to offer the necessary training for employees to do so.
 - c. The purpose of this paragraph is to primarily encourage employees in the firefighter classification to obtain and maintain their EMT-P license.
 - d. Classified employees who are promoted from the firefighter rank and do not wish to maintain their EMT-P license are still required to maintain an EMT-B license as a condition of continued employment.
5. If more than 12 employees in the firefighter classification hold an EMT-P license, the least senior EMT-P employee shall be denied the incentive.
- F. Employees entitled to incentive pay from the categories listed above shall be entitled to a maximum incentive pay totaling eight percent (8%).
- G. Employees that are licensed as an EMT-B or EMT-P will have their respective medical incentives separate from this (8%) limit calculation.
- H. Employees must show proof of certification and recertification on an annual basis.
- 1. Other than EMT-B or EMT-P incentives, the employee shall show proof that they have used the knowledge gained, returned to refresher classes within each classification and/or provided training to other members of the District in order to maintain payment of this incentive section.
 - 2. Proof shall be provided to the District no later than the anniversary date of the certification.
 - 3. If no proof is given, the incentive will be considered abandoned and that percentage of incentive will be reduced in the employee's pay until such time as proof is given.
- I. A merit system has been established for the term of the work agreement at 1/2 to 1 % of base salary for qualifying employees.
- 1. Calculation for determining amount of money will be set upon the employee's rate of pay as of June 1st of that year.
 - 2. A point system and timetable have been established to qualify employees for this incentive program.
 - 3. A table of explanation is attached to this document.
 - 4. A description of the merit system can be found in Appendix C.

Section 13, Longevity Pay

- A. Employees shall be entitled to receive incentive pay based upon years of service with the District; such incentive shall be computed off employee's base pay rate.
- B. At such time as each employee shall obtain a new level of incentive pay, such increase shall begin with the first full pay period after obtaining such level.

- C. Incentive pay shall be as follows:
- | | |
|--------------------|--------|
| more than 5 years | 0.75 % |
| more than 10 years | 1.50 % |
| more than 15 years | 2.25 % |
| more than 20 years | 3.00 % |
| more than 25 years | 3.75 % |
| more than 30 years | 4.50 % |

Section 14, Step Increases and Job Performance Evaluation

- A. Each classification of employee ranks will have step increases.
1. These vary in percentage amounts to reflect a range of pay from one classified position to the next without having an overlap of salary amounts.
 2. In this way, an employee who becomes promoted will not have to be placed higher in the step raise category to keep from losing pay.
- B. Step increases are awarded to employees on the anniversary of time in that classification and not date of hire.
- C. In order for a classified employee to go to the next step, they must have successfully passed an annual job performance evaluation conducted by their immediate supervisor.
1. If the employee does not pass the evaluation, they will not advance to the next step within that classification.
 2. A reevaluation will take place after three months to determine and document whether the employee has corrected the area(s) of substandard performance.
- D. If the employee has changed shifts within the year, and the immediate supervisor has not witnessed the job performance in a specific area, the immediate supervisor that was supervising that employee prior to the change will complete that portion of the evaluation.
- E. The evaluation should be completed in advance of the employee's anniversary date of promotion or last step increase, and submitted to the employee's duty chief for final approval.
- F. Parameters and instructions for employee evaluations are available on the District's computer server.
- G. Step raises are awarded on the anniversary date of time in that classification.
1. Should an employee be promoted before their anniversary date of the step grade in the previous classification, the promotion increase will be considered a step raise and future step raises will be tied to the employee's promotion date.

Section 15, Educational Aid

- A. The District will reimburse the cost of tuition and books for approved college level courses, upon written application to and approval by the fire chief, or the training officer and subject to the provisions of this section.

1. First consideration will be given to those who were approved in the previous budget year to continue degree related courses, thereafter consideration will be based on availability of funds for the current budget year.
- B. The District will further reimburse the costs for seminars, recertification and relicensure of EMT-Bs and EMT-Ps upon written application and approval by the training chief, subject to the provisions of this section and the availability of funds for the current budget year.
- C. The District will cover, without loss of time or pay, the time of personnel attending the fire science program, EMT-P program or classes needed for EMT-B or EMT-P relicensure if those classes are not available in house.
 1. This only pertains to the classes NOT offered via distance learning. (Internet or Cable)
- D. Upon completion of any of the above approved courses, training or seminars, the employee, within sixty (60) calendar days of completion of the course, training or seminar, shall submit to the fire chief or training officer proof that they maintained a C average for credit or, if grades were not given, proof that the training or seminar was successfully completed.
- E. Employees shall have the option to request that the District advance funds for the purchase of books and payment of tuition for approved college and EMT-B or EMT-P courses.
 1. Employees requesting an advance of funds shall enter into an agreement with the District encumbering sick leave pay in an amount equal to any funds advanced by the District.
 2. Employees who have insufficient sick leave to encumber advanced funds agree to encumber future or final pay.
 3. Such agreement shall be in writing upon forms approved and provided by the District.
 4. Employees shall also be obligated to reimburse the District for any funds advanced should the employee either not complete the program for which funds were advanced or leave the service of the District prior to completion of the program.
 5. The District will not pay any training fees for newly hired employees on probationary status.
 - a. The only exception to this is when a new hire employee needs EMS training to maintain conditions of employment.
 6. Employees who are put through the EMT-P program at District expense agree to remain with the District for a period of two years after obtaining their EMT-P license.
 - a. If the employee leaves prior to the two-year anniversary of obtaining EMT-P licensure any final pay and accumulated sick leave will be encumbered to reimburse the District for the cost of tuition and course materials paid for by the District.
- F. If offsite training starts before 08:30 on a scheduled duty day, the employee will not be required to report for duty until after the class.

Section 16, Uniforms

- A. Each employee will be furnished with uniforms, firefighting clothing and necessary equipment that shall remain the property of the District.
 - 1. Bunker gear, gloves, protective hood and facemask will be evaluated yearly and replaced as necessary.
- B. Once a year each employee's uniforms will be evaluated to determine the need for replacement.
 - 1. Old uniforms will be exchanged for new uniforms on a one for one basis.
 - 2. It is the District's desire to furnish employees with uniform shoes, belts and firefighting boots on an as needed basis.
 - 3. Five styles of shoes and three styles of firefighting boots will be available to choose from an identified and agreed upon uniform vendor only.
 - 4. A price limit of \$135.00 is hereby established for station boots and shoes.
 - a. If the employee chooses a more expensive uniform boot or shoe, they will be responsible for paying the balance.
 - b. It is further agreed that an employee list will be established to determine no more than half of the total employees will be given the footwear based entirely on an as needed basis.
 - c. The remainder of the employees will have their footwear replaced in the following year.

Section 17, Vacation Granting

- A. All employees whose date of employment is prior to March 1, 1984, and who are covered by this MOU, shall be granted a vacation in each calendar year without loss of pay.
 - 1. These personnel shall be granted 14 shifts of vacation each year.
- B. All employees whose date of employment is March 1, 1984, and thereafter, who are covered by this MOU, shall be granted vacation in each calendar year without loss of pay. Year indicates completed years of service. Such vacation shall be as follows:

Years of service	Shift Personnel	Day Personnel
1 year	4 shifts	96 hours
3 years	6 shifts	144 hours
5 years	7 shifts	168 hours
10 years	8 shifts	192 hours
15 years	10 shifts	240 hours
20 years	11 shifts	288 hours

- C. Vacation shall be taken during the calendar year and selections for vacation time shall be based on hire date seniority, by shift.
- D. New hire employees shall be granted a prorated number of vacations days from the time of their release from probation until the end of the calendar year by full quarters remaining in the year.

Section 18, Vacation Bidding

- A. The purpose of an annual vacation is to allow an employee time to both mentally and physically refresh themselves so that they are better able to carry out the duties of their position.
- B. Two Union personnel from each shift may be on vacation at the same time.
- C. A vacation list shall be made available by the fire chief on or before December 1 of each year for scheduled vacations during the next calendar year.
 - 1. Beginning on December 1, the first employee with the most seniority shall have five (5) calendar days to select their vacation time.
 - 2. Thereafter, every five (5) calendar days, the next succeeding employee shall bid until all employees have selected their vacation.
 - 3. Any employee who wishes to split their vacations [bid] shall first select vacation time based upon continuous consecutive shifts. Thereafter, the employee shall go to the bottom of the vacation list for remaining selections and shall make those remaining selections as set out above until they have exhausted their full vacation allowance.
 - 4. All classified employees assigned to a duty shift, shall be included in this vacation bid procedure.
 - 5. If an employee does not select vacation within the time allowed, their turn shall be forfeited to the employee following them on the seniority list.
 - 6. In the event an employee is on vacation or an emergency has occurred which prevented them from making a selection within the above-designated time, the employee may appeal to the fire chief for an extension of such time.
 - 7. The fire chief shall be the sole judge as to whether an extension shall be granted.
- D. The District will not compensate an employee for unused vacation days.
 - 1. The District will not be responsible for notifying the employee of unused vacation time.
 - 2. Unused vacation time cannot be carried over from one year to the next. Any unused vacation will be forfeited.
- D. Vacations shall be taken for a 24-hour period only.
- E. Employees on vacation shall be skipped in their classification for their duty day and moved to the bottom of their respective seniority list.
- F. Employees may take vacation on a duty day up until 1000 hours on that duty day if no overtime is created.
 - 1. An employee that takes vacation after arriving for duty is charged a full shift of vacation.
- G. Requests to change vacation time must be submitted and approved before noon (1200 hours) two shifts prior to the scheduled and approved date.

Section 19, Personal Time

- A. In addition to any vacation to which each employee shall be entitled, all employees shall receive 32 hours of personal time for each 12-month period covered by this agreement.
- B. Personal time shall be taken only once per 24-hour shift.
- C. Personal time shall be taken in one hour increments with a one-hour minimum.
- D. No personal time shall be taken while two other employees on the same shift are on paid leave unless approved by the fire chief or duty chief.
 - 1. The employee must certify that the need is of an emergency nature and relief procedures of standby and trade time have been exhausted before three people may be off (vacation and personal time) at the same time.
 - 2. False claims of emergencies are subject to disciplinary action.
- D. Personal time hours can be carried over from one year to the next year within the period of this MOU.
- E. It is the employee's responsibility to maintain his or her own record keeping of time taken under this section.
 - 1. Employees shall compare their records with the records of their duty chief prior to awarding of personal time.
- F. Requests for personal time shall be completed at the earliest possible time prior to the time off.
- G. In the event of an emergency, the request form shall be completed before the end of working hours on the employee's next shift.

Section 20, Sick Leave

- A. The District and the Union's members will abide by all of the provisions of the District's SOG Sick Leave policy 2006-01 that amends and supersedes SOG 2005-02.
 - 1. This policy addresses new provisions of sick leave abuse, patterns suggesting abuse of sick leave, investigation procedures and disciplinary action.
- B. Sick leave must be earned before it can be granted.
 - 1. Sick leave with pay will be granted for absence from duty because of personal illness, injury, funeral leave or for necessary care of immediate family members.
 - 2. The immediate family shall be the spouse, parent, child, brother, sister or other close family member as approved by the fire chief.
- C. The employee shall complete a written sick leave report upon returning to duty.
- D. The employee must be on the payroll in order to earn sick leave.
 - 1. Sick leave is earned by the number of hours worked on a home shift.
 - 2. For every hour of work each employee shall be given 0.0657462 hours of sick leave, or 1.58 hours per 24-hour shift.
 - 3. These numbers are calculated by taking the existing 16 hours per month and dividing by number of available work hours on a home shift.
 - 4. Any absences from the home shift, with the exception of vacation and personal time, will not accrue sick leave earnings.

- E. Additional sick leave cannot be earned by trade time, standby time or overtime worked.
- F. When an employee finds it necessary to be absent, the employee shall attempt to notify the shift commander, as soon as possible at least two (2) hours prior to duty time and no later than 0500 hours.
 - 1. If the shift commander or a chief officer is not available to receive the call, the employee must contact either on-duty company officer.
 - 2. This information shall be verbally communicated to the shift commander by the company officer receiving the call.
- G. If an employee takes off sick and there has not been a need for the district to hire in overtime to fill a vacancy for that shift, the employee can return to work to complete his or her shift if they are fit for duty.
 - 1. If a vacancy must be filled with overtime, the employee that calls in sick can make a declaration of how much time they will be off.
 - 2. If they cannot or do not declare the amount of time, they cannot return to work during that shift.
 - 3. The minimum amount of sick time that can be taken is 4 hours.
 - 4. For time off less than this amount, employees are instructed to use personal time or trade time.
- H. Any employee who has been absent on four or more consecutive shifts excluding authorized funeral leave, under this section during the period of December 1 through November 30 of the following year, shall be required to submit a medical certificate for payment of further sick leave.
- I. On December 15 of each year employee will be paid for all sick leave over 480 hours accumulated from December 1 to November 30 with payment based on the employee's rate of pay as of June 1st of that year.
- J. Injury leave for a non-work related injury.
 - 1. The employee has one (1) year period from the day injured to come back to work without demotion or loss of position or pay.
 - 2. The employee must have a doctor's release to return to duty.
- K. When an employee leaves the employment of the District, in good standing, their accumulated sick leave will be paid as a severance under the following schedule:

Service of more than	Percentage paid
10 years	60 %
15 years	80 %
20 years	100 %

Section 21, Funeral Leave

- A. When an employee desires funeral leave for purposes of attending to funeral arrangements and funeral services such authorized leave shall be charged to that employee's sick leave.
- B. Funeral leave may be authorized for attending to funeral arrangements and funeral services of both relatives and non-relatives.

- C. If no sick leave is available to be charged against, the employee will forfeit the amount of pay equal to the number of hours absent.

Section 22, Exchange of Work

- A. The fire chief or duty chief shall grant the request of any two employees of the same classification to exchange tours of duty or days off.
 - 1. Such request shall be in writing signed by both employees participating in the request.
- B. Employees may not trade with each other for more than three consecutive shifts.
- C. No employee shall participate in more than sixteen (16) shift exchanges per year.
 - 1. For calculation purposes, one (1) trade equals work for and receive payback.
- D. Exchanges between employees of different classifications shall be subject to approval of the fire chief.
- E. Three-way trades or trades for unequal amount of time are not allowed.
- F. Employees shall not hire another employee to work in their place.
- G. It is the employee's responsibility to maintain his or her own record keeping of time taken under this section.
- H. Request for Exchange of Duty or "trade time" shall be completed at the earliest possible time prior to the time off.
 - 1. In the event of an emergency, the request form shall be completed before the end of the employee's next shift.

Section 23, Medical Insurance

- A. The District shall continue to provide medical insurance for all employees during the period of this agreement.
- B. Should the cost of this insurance increase, the District may substitute insurance plans and in so doing will provide a plan equal in benefits to the current coverage.
- C. The District will pay for the premium of the individual employee.
- D. The District agrees to pay overall percentage of up to 70% of family coverage with the employee paying the remainder of 30%, regardless if there is an increase or decrease.

Section 24, Pension plan

- A. During the period of this MOU, the district shall keep in full force the current LAGERS pension plan and make all required payments to the plan for all employees.

Section 25, Post Employment Health Plan

- A. Annually, during the first month of the MOU year, the District shall deposit, for each employee, \$850 into a Post Employment Health Care account with Nationwide Financial Corporation.

Article VII, Duration and Signatures

Section 1, Duration

The duration of this MOU shall be from March 1st, 2006 to February 28th, 2009. It shall remain in full force and effect beyond February 28th, 2009, until such time as it is replaced by a new MOU. It is further understood that this MOU is based upon the Union being the representative of all classified employees with the District and based upon the Board of Directors of the Raytown Fire Protection District being the duly elected officers empowered with the duties and responsibilities of carrying on the business of the Raytown Fire Protection District. This agreement shall not be binding and obligatory upon the successors of the parties hereto.

Section 2, Signatures

President, Local 1730
International Association of Firefighters

President, Board of Directors

Vice-President, Local 1730

Vice-President, Board of Directors

Secretary-Treasurer Local 1730

Secretary, Board of Directors

Date Signed: _____

Legal Counsel,
Raytown Fire Protection District

Date Effective: _____

Fire Chief,
Raytown Fire Protection District

Appendix A

Pay scale

Effective for March 1, 2006

FF class 1	Step 1	Step 2	Step 3	Step 4
Hourly	10.93	11.47	12.06	12.87
Shift	262.32	275.28	289.44	308.88
Monthly	2,661.46	2,792.95	2,936.61	3,133.85
Annual	31,937.46	33,515.34	35,239.32	37,606.14

FF class 2	Step 1	Step 2	Step 3	Step 4
Hourly	13.28	13.54	13.88	14.07
Shift	318.72	324.96	333.12	337.68
Monthly	3,233.68	3,296.99	3,379.78	3,426.05
Annual	38,804.16	39,563.88	40,557.36	41,112.54

Apparatus Operator	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	14.78	14.99	15.37	15.73	16.21
Shift	354.72	359.76	368.88	377.52	389.04
Monthly	3,598.93	3,650.07	3,742.60	3,830.26	3,947.14
Annual	43,187.16	43,800.78	44,911.14	45,963.06	47,365.62

Captain	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	16.69	17.19	17.7	18.23	18.78
Shift	400.56	412.56	424.8	437.52	450.72
Monthly	4,064.02	4,185.77	4,309.95	4,439.01	4,572.93
Annual	48,768.18	50,229.18	51,719.40	53,268.06	54,875.16

Note: Annual rate calculated by multiplying shift rate by (365/3) rounded (shift rate*365/3(rounded to 10.14) =annual rate) Monthly rate calculated by dividing annual rate by 12.

Appendix B-Seniority List

(Due to privacy policy these appendices have been removed from Internet viewing)

By Classification

By Years of Service

By Alphabetical

|

Appendix C-Merit System

Merit system

2006 - 2009

- A. You will need 200 points to qualify for the full 1 % and 100 points as a minimum to qualify for the 1/2 % merit increase.
- B. Physical fitness is absolutely required if you wish to participate in the merit system. At least seven (7) 30-minute workouts a month must be performed.
- C. Any participant that is receiving incentive pay cannot use the same items for merit pay consideration.
- D. When the needed points are accumulated by an individual, a letter must be written showing the areas that the points were received in.
 - 1. This letter is to be given to the employee's company officer; company officers shall give their letter to the duty chief.
 - 2. The duty chief will review letter for approval.
 - 3. Documentation of this and all areas of merit system are required in the following format with each categorized by type with date of participation, summary of what was done, and a total points earned within each category.
 - 4. All points will be totaled after which the employee and his duty chief will sign the request for merit pay form, attesting to completeness, accuracy and required documentation.
- E. Submissions for merit pay must be turned in to the Chief no later than December 10th. Submission request for merit pay after this date will be denied.
- F. Payment will be made on the last pay period of the year.
- G. The areas listed below are the only ways that points can be accumulated for the merit system.
 - 1. Home unit alarms - 10 points each alarm with a minimum of 5 responses and a maximum of 15 responses.
 - 2. Off duty assignments - 10 points each assignment with a maximum of 5 assignments. If an employee was paid overtime for this specific purpose, 5 points each with a maximum 10 assignments.
 - 3. Physical fitness - 1 point per workout. Off duty physical fitness workouts can be done for the same number of points.
 - 4. All physical fitness workouts must be documented in the District's training record keeping system.
 - 5. An additional 20 points will be awarded to non-smokers (all types of tobacco use) that remain tobacco free for the entire year.
 - 6. Winter/Summer fire school - 10 points per conference (maximum 20 points per year).
 - 7. College - 25 points per semester with a maximum of 2 semesters a year.
 - 8. Fire service related classes - 10 points per class with a maximum of 2 classes. Note* this classification cannot be used if it is being awarded under any incentive clause in the MOU.

9. Community service - 10 points per service project.
 - a. A documentable time and services donated to promote service to the public as a representative of the fire district.
 - b. Membership in a nationally recognized service or youth organization will be awarded 5 points.
 - c. Additional service projects within this category will be awarded an additional 10 points per service project with a maximum of 100 points.
10. Department projects not related to job descriptions within classification.
 - a. 10 points will be awarded for each documented project such as:
 1. Committee work-not limited to Labor-Management, Health and Safety, Equipment, Apparatus, Medical Review or EMS, Training
 2. Certifications not recognized in the work agreement, but used on a continuous basis.
 3. Special projects outside of job descriptions for the betterment of living conditions and/or operations of the department.