

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI



AND

**SOUTHERN MISSOURI PROFESSIONAL
FIRE FIGHTERS LOCAL 152
THE BARGAINING UNIT OF THE
SPRINGFIELD FIRE DEPARTMENT**



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PREAMBLE

This Collective Bargaining Agreement (CBA) is made to set forth the results of discussions between the City of Springfield, Missouri, hereinafter referred to as “the City”, and the Bargaining Unit of the Springfield Fire Department of the Southern Missouri Professional Fire Fighters Local 152, hereinafter referred to as “the Union.”

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment.

ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS

SECTION 1.01 - JOINT LABOR-MANAGEMENT COMMITTEE **Also known as the DEPARTMENT RELATIONS COMMITTEE**

There shall be a Department Relations Committee (DRC) consisting of at a minimum the Fire Chief, Shop Steward, and an equal number of elected Shop Officers and FD Officers. The DRC shall:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least every other month to discuss all matters of mutual concern, including but not limited to all budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and processes that lead to the filling of vacancies such as hiring and promotions. An agenda for DRC meetings shall be agreed upon in advance whenever possible and presented to each party within a three business days prior to the agreed upon meeting date;
2. Review and analyze all reports of work-related accidents, deaths, illnesses (with the written consent of the employee), and injuries (with the written consent of the employee). Make immediate and detailed investigations of each accident, death, or injury to determine fundamental cause. Make written recommendations to modify and add rules and procedures to further promote the avoidance of such incidents in the future;
3. The goal of DRC is to promote open communication and discussion, but in no way shall impede management rights. Agreements may be reached which shall neither violate nor amend this CBA, the merit rules, or city charter, and which do not impinge on authority vested in others; however, agreement on the resolution of DRC items shall not be required.

SECTION 1.02 - MANAGEMENT RIGHTS

The Union and the City agree that the goal of any fire protection service or emergency operation requires clear management authority and freedom to make rapid decisions and to operate in an efficient manner. It is further understood and agreed that this agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions or matters not expressly provided for in this agreement are reserved exclusively to the City. The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the "Salary Ordinance," and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA. The Union further recognizes the SOGs and Policies & Procedures of the Springfield Fire Department in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, Charter, and policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining as defined in Section 1.12 of this CBA.

The Union recognizes that all management functions not specifically limited by this agreement are vested exclusively in the City. Such functions include, but are not limited to the direction of the working force; the utilization of employees on any work assignment; the right to hire, reprimand, discipline, transfer, promote, demote, layoff, and discharge employees; to determine the number or complement of employees required at any work location, or on any job; to set work schedules or change schedules already set; to control overtime and the necessity of an employee working overtime; to make and implement reasonable rules and regulations; and do all other management and operation of the City.

Any of the management's rights, powers, functions, or authority which the City had prior to the signing of this agreement with the Union are retained by the City, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this agreement.

SECTION 1.03 - CLASSIFICATION OF BARGAINING REPRESENTATIVE

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 1978, as amended, and, limited to those requirements contained therein, the City hereby recognizes the Union as the exclusive bargaining representative in the unit as follows:

Bargaining Unit: For an appropriate unit consisting of full-time employees (Firefighters, Equipment Operators, Rescue and Salvage Specialists, Truck Company Captains, Fire Lieutenants, Fire Captains, Training Captains, and Fire Marshals) of the Springfield, Missouri Fire Department, but specifically excluding Administrative Support Staff, Heavy Equipment Technicians, Fire and Life Safety Educators, Battalion Chiefs, Assistant Chiefs, and the Fire Chief.

The Union reserves the right to petition for other positions or future positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City pursuant to any applicable City ordinance in effect. If recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.

**SECTION 1.04 - PAYROLL DEDUCTION OF UNION DUES AND OTHER
ASSESSMENTS**

Dues

The City shall deduct from the wages of each employee's first monthly paycheck who has authorized such deduction in writing, the Union dues, in a specific dollar amount, for that month in an amount certified in writing by the Union and the employee as the specific dollar amount of dues in effect. All amounts deducted for monthly dues, initiation fees and assessments shall be mailed to the Union's address within thirty (30) days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) business days if the Union allows an ACH deposit.

Except for initial written certification of the amount of the monthly dues and the amount of the initiation fee, the Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee prior to the effective date(s) of same. The Union shall also provide written certification of any assessment prior to the effective date(s) of same.

Insurance

In addition to the foregoing deduction, the City shall deduct on the first paycheck of the month such other amounts which the Union certifies to the City in writing as insurance premiums made by the Union against its members. These insurance premiums, if the employee elects to purchase coverage, shall be for life, cancer, dental, and/or vision insurance. All amounts deducted for insurance premiums shall be mailed to the Union's address within thirty business days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) business days if the Union allows an ACH deposit.

Except for initial written certification of the amount of the monthly insurance premiums, the Union shall provide written certification of any change in the amount of the insurance premiums at least thirty (30) days prior to the effective date(s) of same. For each employee who elects union provided insurance, the Union will supply the City with one deduction amount for all pre-tax premiums and one deduction amount for all post-tax premiums for each employee. The City will not deduct separate amounts for each union benefit. The Union shall recognize employees enrolled in the City's cafeteria plan and will not ask for changes to an enrolled employee's premium without a qualifying event, except during open enrollment. For union provided insurance, open enrollment is to take place during the calendar month of November with the coverage and premiums to be effective the following January.

PAC

In addition to the foregoing deduction, the City shall deduct biweekly a PAC fund contribution. This shall be consistent with the form in Appendix A, which was the result of a prior legal settlement between the Union and the City.

Roster

The Union shall provide the City at all times with an up-to-date list of its members with deductions.

Indemnification

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City, and actions taken by the City, pursuant to the provisions of this section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

SECTION 1.05 - UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS

A Springfield Fire Department employee elected to the position of the Union President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meeting for the Springfield shops, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, scheduled meetings between the Union and City of Springfield Management and/or Fire Administration, and to meet with a firefighter and/or immediate family members of a Springfield Firefighter during the first 24 hours of a serious on-duty injury or line of duty death. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Secretary-Treasurer shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

Springfield Fire Department employees elected or appointed to the positions of Vice President and member of the CBA negotiating team shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for all meetings which are mutually set by the City of Springfield and the Union, and for attending scheduled Union-Management committee meetings, referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this agreement, for which they are members.

Springfield Fire Department employees elected or appointed to the positions of Shop Steward shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for attending scheduled Union-Management committee meetings, referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this agreement, for which they are members.

Whenever possible, said employees shall notify their assigned Battalion Chief of the need to be absent from duty at least 24 hours prior to its occurrence. Exceptions of less than 24 hours' notice must be approved by the Fire Chief or his/her designee.

Once per year (or under special circumstances under the approval of the Fire Chief), the Union shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Union elections. The Union shall be permitted to hold emergency Union meetings in the Fire Stations with prior written approval of the Fire Chief. Except for these emergency meetings and the provisions for Union officers listed above, no employee can attend a Union meeting or activity while on duty.

All Union officers shall be permitted to engage in reasonable Union-related telephone conversations and answer and send emails on their personal devices while on duty, as long as those actions do not interfere with or distract from the normal daily operation of the Fire Department.

The City shall furnish a bulletin board and provide space for it in designated locations in each fire station for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. With the exception of fire stations used as polling places (where signage will be permitted on Election Day as permitted by law) no political campaign material is permitted at the Fire Stations, including on the bulletin boards.

SECTION 1.06 - DISCRIMINATION

Neither the Union nor the City shall discriminate against, intimidate or coerce, compel or attempt to compel any employee to join or refrain from joining the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or the City of Springfield or Fire Department Management against any employee for his or her activity or inactivity, on behalf of or membership in the Union. Anyone eligible for membership in the Union shall not be refused membership.

SECTION 1.07 - UNION REPRESENTATION

Interview Rights

During an investigatory interview or any other meeting where a member employee of the bargaining unit feels disciplinary action against said employee or a fellow employee could result, the employee shall have the right to exercise Interview Rights as follows:

1. The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.
2. After the employee makes the request, the City or its representative must choose from among three options:
 - grant the request and delay questioning until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
 - deny the request and end the interview immediately; or
 - give the employee a clear choice between having the interview without representation, or ending the interview.
3. If the City or its representative denies the request for Union representation, and continues to ask questions, the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

If the employee is to have legal representation (who will only be permitted to act as an observer) during any meeting with the City, the employee shall inform the City of this decision at least 24 hours before the meeting.

Garrity Warning

For the purpose of questioning a bargaining unit member employee to obtain information, which will assist in the determination of whether disciplinary action is warranted, and where the employee's direct or indirect actions or failure to act could lead to criminal proceedings, an employee may make a written request for a Garrity Warning. The employee, once given a Garrity Warning, shall answer the questions directed towards them in the matter. The City shall have the right to discipline the employee for refusing to answer the questions.

During the course of the questioning or meeting, even if the employee discloses information which indicates that he or she may be guilty of criminal conduct in the matter, unless the information was disclosed in a public forum or is otherwise required to be disclosed by process of law or court order, neither the self-incriminating statements nor the fruits thereof, shall be used against the employee in any criminal proceeding.

Loudermill Rights

In addition to Merit Rule 12 "SEPARATION AND DISCIPLINARY ACTIONS," before the decision is made by the City to terminate, demote, suspend, or reduce pay for disciplinary reasons to a non-probationary employee, the City shall offer due process to the employee. The City shall inform the bargaining unit employee in writing of the charges and evidence against said employee, and allow the employee to answer the charges, as provided for in the Merit Rules, in a pre-disciplinary hearing. The employee shall have the right to Union representation, as an observer, during the meeting, or may choose an individual of his or her choice to attend the hearing, as an observer. At the conclusion of the interview, the union representative may be allowed to engage in discussion, but in no way shall the union representative interfere with management's right to engage the employee in asking questions regarding the charges or with the employee's obligation to answer the question regarding the charges. The purpose of the hearing is to allow the employee to respond to the charges against him or her.

SECTION 1.08 - DISPLAY OF UNION INSIGNIA

The IAFF Maltese Cross insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform.

The IAFF Maltese Cross insignia may only be worn or displayed as follows:

1. Class A, B, and C Dress Shirts – Small red and gold IAFF Maltese Cross worn approximately one inch above the name tag, if the Union employee chooses to do so;
2. Firefighting Helmet – Small (approximately 2”x2”) decal to be placed on back brim, if the Union employee chooses to do so;
3. Apparatus – No more than 2 IAFF decals (approximately 3” x 3”) placed on windows, one on either side of the engines, trucks, rescues, and staff vehicles that have a Union member assigned to that vehicle. Chief officer apparatus and staff vehicles assigned to non-Union members would be exempt;
4. Picture Boards - The insignia (approximately 3"x3") shall appear on each picture board; and
5. Plaques and Certificates - Shall be displayed tastefully in fire stations at the Fire Chief’s discretion;
6. Breast Cancer Awareness - Pink shirts worn during October each year for breast cancer awareness and fundraising shall display the Union insignia and can be worn by Union and non-Union members.

The IAFF Maltese Cross insignia may be displayed on the left sleeve on uniform T-shirts at the employee's discretion and with the approval of the Fire Chief.

SECTION 1.09 - POLITICAL ACTIVITY

The employees shall comply with Federal and State laws and unless otherwise superseded by law, current administrative memorandums (and amendments thereto) and all provisions of the City Charter, regarding political activity.

SECTION 1.10 - RESIDENCY

The City shall not impose residency requirements for employees within the bargaining unit of the Union.

SECTION 1.11 - MERIT RULE CHANGES AND EFFECT BARGAINING

The Merit Rules for the City of Springfield, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects this Agreement, the Employer will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

SECTION 1.12 - IMPACT BARGAINING

If the City makes changes as set forth in Paragraph 2 of Section 1.02 (Management Rights), the City will provide the Union with 30 days' advance notice whenever feasible.

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

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

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

ARTICLE 2 – WORKING CONDITIONS

SECTION 2.01 - PREVAILING RIGHTS

All rights and privileges belonging to Union members and governing their working conditions are stated below in this section:

1. Employees may use non-emergency telephones for personal calls and may use departmental computers for personal use provided such use is in compliance with the City's computer usage policy;
2. The City shall provide furnaces, water heaters, and air conditioners for all occupied portions of the station except for the apparatus bay and keep said equipment in proper working order so as to maintain a mutually agreeable level of comfort;
3. In the kitchen the City shall furnish and maintain a stove, a television, three (3) refrigerators, one (1) microwave oven, kitchen table, chairs, dishwasher, pots, pans, forks, knives, spoons, can-openers, toaster, coffee pot, dishtowels, clock, dish soap, dishwasher soap, and shelving. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
4. In the day room of the fire station the City shall furnish a television set, DVD player, basic cable television service, at least one chair (including recliners) for each employee on shift at that station, tables, and other furniture mutually agreed to by the parties. All items shall be maintained in a timely manner by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
5. In bedrooms the City shall furnish beds, mattresses, pillows, linens, blankets, night stands, and window coverings. Recliners referenced in section four (4) above may be placed in the bedrooms upon the agreement of the 3 regular Fire Captains assigned to the station. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
6. Each station shall have at least one locker room with a locker for each employee;
7. Each station shall have private sleeping quarters for company officers, and a private restroom for company officers. Existing stations without these accommodations will be grandfathered and acceptable as-is; however, all new stations must have these accommodations;

8. At each fire station the City shall provide fitness equipment consisting of at least one treadmill, one rowing machine, one bench press with bar and weights, one set of kettle bells, and dumb bells ranging from ten (10) pounds to sixty (60) pounds in five (5) pound increments (Or as mutually agreed to during the DRC process), to allow all members on duty to exercise during the defined exercise time period;
9. In the bathrooms the City shall provide toilet paper, soap, paper towels, toilets, sinks, towel racks, and showers and shower curtains/doors. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place. Reasonable accommodations will be made for male and female employees;
10. City shall provide suitable parking spaces at no charge to the employees. The parking area is to have adequate lighting;
11. City shall provide transportation for on duty Fire Department business and daily grocery shopping;
12. Employees may eat meals and prepare them at customary times when it does not interfere with the provision of Fire Department emergency services. Employees shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department activities;
13. After 5:00 pm on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules, employees may be allowed personal visitors at the firehouse for up to 90 minutes (prior to 5:00 pm on Monday through Saturday it is 30 minutes), provided the visitors do not interfere with departmental activities. In no case will visitors be allowed in the station past 9:00 pm. Visits of longer duration may be approved by a Chief Officer on a case-by-case basis;
14. After 5:00 pm on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules, employees may use the day room and television, prepare and eat meals, sleep, work on individual interests, exercise, use personal computers and other electronic devices, read, or work on other non-defined personal projects, so long as it does not interfere with Fire Department activities and does not violate other City rules;
15. City shall furnish an outdoor barbecue grill. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
16. City shall furnish all badges, name tags, and collar brass. All the above items shall be replaced as needed except in cases of negligence or deliberate destruction. An employee shall surrender his or her badge upon termination

or resignation, with the exception of the employee receiving a retirement through age and service or through disability;

17. Employees shall be provided training in the use of standard fire department and emergency medical equipment and the introduction of a totally new device or procedures shall not be done until training has been provided;
18. E.A.P. shall be provided to active employees by the City within the limits set by the E.A.P. program;
19. For employees in the operations division, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any turnout gear. Turnout coats, pants, and suspenders shall be replaced, regardless of wear, at least every six (6) years. The replaced gear, if still considered safe, shall become the employee's back-up gear. Once the coat and pants are ten (10) years old, they shall be retired;
20. For Fire Marshals, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any turnout gear. The City shall provide duty belts, bulletproof vests, side arms, non-lethal weaponry, tools, and flashlights. These items shall be replaced by the City as needed;
21. The Employer shall not cause a loss of base pay due to a transfer required by the Employer;
22. Due to the result of a mandatory transfer, the employee shall be guaranteed leave time up to either two calendar days before or two calendar days after any leave previously scheduled before the transfer;
23. An Employee may accept outside employment in accordance with the Merit Rules. Approval of outside employment shall not be unreasonably withheld;
24. Employees shall have access to view their personnel file in the office of Human Resources during said office's normal business hours;
25. Employees hired before 1998 shall not be required to hold or maintain an EMT license. Employees hired in or after 1998 or employees holding the rank of Rescue and Salvage Specialist shall be required to hold and maintain an EMT-B license, but may hold a higher EMT license. Employees holding the rank of Fire Marshal shall be exempt from this requirement;

26. The Fire Department shall operate at an EMT-B level in accordance with medical control. In the event the Department desires to operate at a higher level of care, this will be subject to negotiation;
27. On-Call Fire Marshals shall be allowed to have a take-home vehicle when on-call;
28. Fire Marshals shall be allowed to engage in physical fitness activities up to two (2) hours per week while on duty.

SECTION 2.02 - HOURS OF DUTY

Operations Division Employees

The hours of duty for each operations division employee shall begin at 7:00 A.M. Each shift shall be on duty twenty-four (24) hours. All employees shall be ready to work at 7:00 A.M., in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three (3)-platoon twenty-four (24)-hour shift schedule. The shift rotation is as follows: A, B, and C. The Daily Work Schedule within the Policy and Procedure Manual in effect at the date this agreement is memorialized unless otherwise modified through the DRC process shall govern daily activities.

Shift employees in the operations division may be relieved in a reasonable time prior to the end of their shift by the on-coming shift employee; however, the on-coming shift employee shall not be entitled to compensation for voluntarily relieving the off-going employee early. When these reliefs occur, they are considered substitution or time-trading and recognized as de minimis by FLSA rules, and shall not require paperwork or prior supervisory approval.

Administrative Detail Employees

Employees assigned to administrative detail, which shall include but not be limited to the Training Department, the Fire Prevention Bureau, or modified duty, shall work a 40 hour week. The 7k exemption shall not apply to employees assigned to administrative detail, and these employees shall be non-exempt employees eligible for overtime or comp time if required to work beyond 40 hours in a week.

Employees assigned to administrative detail and on a 40 hour work week may be assigned to work 10 hours per day, 4 days per week; or assigned to work 8 hour days, 5 days per week. The current Fire Marshals (as of October 4, 2013) shall have the option for either work week. These work days shall generally be between Monday and Friday. Normal work hours will generally begin as early as 7:00 A.M. and end as late as 6:00 P.M. The City reserves the right to occasionally schedule outside the normal work schedule when departmental operations require, such as a Training Captain conducting the required multi-company night drills. Personnel assigned to administrative detail may be given an unpaid lunch period of no less than 30 minutes and no more than 60 minutes, and shall be given paid rest periods of 15 minutes every 2 hours.

The City shall not assign a Firefighter, Equipment Operator, Rescue and Salvage Specialist, Truck Company Captain, Fire Lieutenant, or Fire Captain to administrative detail on a 40 hour week unless:

1. The employee is placed on modified-duty due to a work related illness or injury;
2. The employee and Fire Administration mutually agree on the reassignment;
3. The employee is reassigned pending an investigation and possible pre-disciplinary process;

4. The employee is reassigned as part of a disciplinary process; or
5. The employee is reassigned to attend mandatory training in order to meet his or her job description.

Employer shall not cause a loss of base pay due to a transfer required by the employer.

Due to the result of a mandatory transfer, the employee shall be guaranteed leave time up to either two calendar days before or two calendar days after any leave previously scheduled before the transfer.

SECTION 2.03 - PERSONNEL REDUCTION

In the event that economic circumstances require the City to consider a reduction in personnel, the City shall notify the Union in writing at least forty-five (45) days prior to such time as said layoff may occur. Upon receipt of said notification, the City and the Union shall promptly meet with the express intent to reach an agreement to avoid or minimize a layoff or reduction in force. If an agreement cannot be reached and a layoff is required, the following process will be followed:

For purposes of selecting the order of layoffs, if no agreement is reached, seniority in the Fire department shall be the sole determining factor with layoffs beginning with the least-tenured department employee.

In the event that an agreement regarding the implementation of layoffs cannot be reached between the Union and the City, and if a Department employee is selected to be displaced by a layoff, the City shall give the employee the opportunity to fill a vacant position in accordance with the following rules:

1. If a vacancy of the same job classification exists in the Fire department, the employee shall assume that position or be laid off. If one or more employees are eligible for its position, the vacancy shall be filled by the employee having the greatest departmental seniority.
2. If no vacancy in the same job classification exists in the Fire department, the displaced employee has the option of filling a vacancy in a lower-graded position in the Fire department, provided the employee agrees to meet the minimum requirements established for the position within twelve (12) months of accepting the reassignment. If the employee fails to meet the minimum requirements after twelve months, they will immediately be laid off with no recall provisions. If one or more employees are eligible for the position, the vacancy shall be filled by the employee having the greatest departmental seniority.
3. If no vacancy in the same job classification exists and the displaced employee chooses to not fill a vacancy in a lower-graded position, then the displaced employee may bump into a lower-graded position, within the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.
4. Any employee bumped by Paragraph (3) above shall have the right to bump into a lower-graded position in the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.

5. **Bump Back Up Provision:** When a vacancy occurs in a promoted position in the Fire Department as a result of layoffs or reduction in force, and when that vacant promoted position is to be refilled, the bumped-back employee, who previously held that rank and having the highest departmental seniority among any other bumped-back employees who previously held that rank, shall be bumped back up into that promoted position and rank. The bumped-back-up employee shall be placed at the step and grade closest to a 10% (ten percent) increase over the step and grade of his or her current position (the bumped-back position), or shall be placed at the step and grade held at the time the bump back took place, whichever is the higher amount. In order for an employee to be eligible to be bumped back up, the employee must maintain proper training in the rank he or she once held, and this training shall be offered by the Fire Department.

Recall of Personnel from Force Reduction

A laid off employee shall be placed on a recall list for a period not to exceed one year. Employees who have been laid off and are subject to recall shall remain eligible to participate in department-specific classroom training without pay, in order to maintain certifications required if recalled to their previous position. If there is a recall, employees who are still on the recall list shall be recalled in order of the highest departmental seniority who are qualified for the job classification which is subject to the recall, and if returned to the same job classification, placed at the step and level of benefits which they had held at the time of their layoff. Employees must be qualified to perform the work, at the time of recall as existed at the time of layoff, without further training, in the job classification to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice, prior to their first scheduled shift day. Notice of recall shall be sent to the employee via certified mail, to the employee's last address on file, with a copy of the notice being sent via mail to the Union. The recalled employee must notify the Fire Chief in writing, within three (3) days of receipt of the recall notice of his or her intent to return to work. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, with return receipt requested, to the address provided by the employee. It is the obligation and responsibility of the employee to provide the City's Human Resources department with his or her current mailing address. The City shall withdraw the employees' recall notice and remove the employee from the recall list, if no response is provided after three (3) days from their receipt of the certified mail or after the US Postal Services exhausts their last attempt to deliver the certified mail.

An employee, who is recalled from layoff prior to one year from layoff, will not be required to complete a probationary period upon recall or pass the new hire physical ability test.

SECTION 2.04 - PROMOTIONS AND HIRING

The City and the Union agree to conform and comply with the Merit Rules regarding:

1. The postings of promotional and hiring opportunities within the bargaining unit;
2. The process in which promotional and hiring lists are established will be competitive based on relevant job criteria and consistent with the job description for the desired position;
3. Prior to the establishment of a promotional or hiring list, an employee with an overall passing score shall be awarded these seniority points:
 - Zero points for less than five years' service with the City of Springfield;
 - One points for five or more years, but less than ten years' service with the City of Springfield;
 - Two points for ten or more years, but less than fifteen years' service with the City of Springfield;
 - Three points for fifteen or more years, but less than twenty years' service with the City of Springfield;
 - Four points for twenty or more years' service with the City of Springfield; After a score is established, which shall include seniority points, a list shall be established in accordance with the Merit Rules;
4. The Fire Department shall not exercise the "Rule of Three" to fill promoted positions within the bargaining unit, but may exercise the "Rule of Three" to hire new employees or to promote personnel outside the bargaining unit even if a member of the Union is competing to be hired or to be promoted outside the bargaining unit. The Fire Chief shall promote down the established list, filling the first vacancy with the highest scoring candidate based on whole number scores. In the event two or more candidates have a tied score, the Fire Chief shall interview the candidates with the tied score prior to a promotional offer being made, and select the tying candidate of his choice;
5. In the event the Fire Department is compelled to pass over a candidate at the top of a promotional list, then the criteria Merit Rule 6.6 "Removal of Names from the Register" must apply;
6. The City and the Fire Department shall continue to utilize the probationary period for employees promoted within the bargaining unit, compliant with existing Merit Rules;
7. The City and the Fire Department shall establish a one year probationary

- period for newly hired firefighters. This "New Hire Probationary Period" shall not be extended beyond the one year period, unless the employee suffers a work-related injury or illness and/or misses a substantial amount of work where his or her performance cannot be adequately evaluated. With such an injury or illness, the Fire Chief may extend "New Hire Probationary Period" not to exceed the amount of time the employee was absent due to the incident;
8. In the event a promoted employee does not pass the probationary period, the promoted employee shall be returned to the position held prior to the promotion. This shall not displace any other employee. The employee will be allowed Union representation throughout the process, but may not appeal the decision through the grievance process set forth in this Agreement or through the personnel board;
 9. In the event a newly hired probationary firefighter does not pass the probationary period, the probationary firefighter will be allowed Union representation and informed that he or she did not pass the probationary period. The probationary firefighter will have the option to immediately resign or be terminated. The terminated probationary firefighter shall not be granted the grievance process;
 10. In the event the City or the Fire Department does not fail an employee or extend an employee's probationary period by the end of the probationary period, the employee will be considered to have passed the probationary period.

Temporary Vacancies

The Fire Department shall fill temporary vacancies in the position of Equipment Operator, Rescue and Salvage Specialist, Truck Company Captain, Fire Lieutenant, and Fire Captain with Out-Of-Title personnel.

The Fire Department shall not fill temporary or permanent vacancies in the position of Firefighter with non-Springfield Fire Department personnel.

SECTION 2.05 - PERSONNEL TRANSFERS

For the purpose of this section, a transfer is an official move of an employee's work assignment requiring paperwork to be sent to, and signed off by, the Human Resources Department. It does not include the daily arrangement of staffing of a temporary nature to ensure adequate staffing levels.

It is the express intent of this section to put in place a process that significantly limits the annual number of involuntary transfers, with the stated goal of this section to maintain an annual number of total involuntary transfers of employees with more than four years' continuous service with the Fire Department to less than 5% of the workforce. For the purpose of this section, an "involuntary transfer" will be defined as the rotation of non-probationary personnel for reasons other than request, promotion, or demotion of that employee. This is not subject to the grievance/arbitration procedure.

With the exceptions found in this Article, transfer decisions are a management right. Prior to management making transfers (including when a position becomes vacant), an email notification will be sent to all employees notifying them that transfer(s) are under consideration. Employees may make a written request through their chain of command to transfer to a different shift, station, or apparatus, where they would continue to operate in the same job classification. The request will only be considered for that posting. In extenuating circumstances, management may make transfers without the required notification of all members, but only after notifying the Union that it will be occurring. All transfers will be based upon departmental needs, such as:

1. Balancing the number of personnel at each station and on each shift due to retirements, resignations, promotions, or transfers.
2. Making initial assignments for personnel after leaving recruit academy.
3. Professional development of the employee.
4. Address personnel issues, including disciplinary action.
5. By request of an employee.
6. Specialty team assignments (add to, remove from, and rotate personnel).
7. Making promotions, demotions, and lateral transfers.
8. Opening, closing, relocating fire stations.
9. Adding, moving, eliminating vehicles.

Limitations

1. Upon request, the Employer will provide its reasons for a transfer decision.
2. Transfers will not be made for retaliatory or discriminatory reasons.
3. Seniority will be one of the factors that the Employer takes into account in making transfer decisions.
4. In the event that an employee with more than four years' continuous service with the Fire Department will be transferred involuntarily, the merits of the transfer must be reviewed by the Fire Chief and Union President. This is not subject to the grievance / arbitration procedure.

5. Employee preference will be one of the factors that the employer takes into account when making transfer decisions.

Lateral Transfers and Voluntary Demotions

All lateral transfers and voluntary demotions will comply with PPM#4.L10, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.06 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning demotion, suspension, loss of base pay, or discharge are addressed separately in "GRIEVANCE PROCEDURE" below. Grievances concerning written or oral reprimands that do not result in demotion, suspension, loss of base pay, or discharge shall be handled as defined herein, provided, however, that such grievances are not subject to the arbitration procedure or Personnel Board.

Grievances shall be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the grievant or one (1) grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the, same or similar issues apply to all employees in the group and the grievance seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Timeliness

To be considered timely, a grievance must be presented within 15 calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or Union) became aware of or reasonably should have become aware of the occurrence, whichever is later. Untimely grievances are waived.

Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his/her immediate supervisor. The employee shall make his complaint to his immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The Union may initiate grievances at Step one (1) described below.

Grievance Handling

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of the Fire Chief or his designee. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate safety.

Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure contained in this Article, the Union shall make a determination whether it should be pursued based upon the merits of the grievance, and if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision of the supervisor, unless the parties agree to a written extension thereof. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the Department's representative or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the Union Representative within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof. If the Department does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Fire Chief or his designee. Within ten (10) calendar days thereafter, the Fire Chief or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Fire Chief or his designee shall respond in writing to the grievant and the Union within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof.

Step 3:

If the Union is not satisfied with the Fire Chief's Response, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the HR Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than ten (10) calendar days from the

conclusion of Step 2 or 3, whichever is applicable. Grievances which are not timely advanced are waived.

Step 5:

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Springfield unless otherwise agreed to.

Step 6:

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Grievance Processing and Time Limits

- A. Grievances may be withdrawn at any step of the grievance procedure without precedent.
- B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

- C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Disciplinary Grievance Procedure

- A. If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4 of the Merit System Rules. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide:
 - 1. Whether to request a hearing before the Personnel Board; or
 - 2. Waive in writing his or her right to a hearing before the Personnel Board and instead, request a final decision from the City Manager.
- B. If the employee waives the hearing before the Personnel Board, the City Manager will make decision no later than fifteen (15) days.
- C. If the employee is not satisfied with the City Manager's decision, he or she may file a grievance with the Association or pursue his or her right to appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) days after receipt of the City Manager's decision.
- D. If a grievance is filed, the Association will decide within fifteen (15) days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Section 5. An arbitrator's decision will be final and binding. If the Association declines to arbitrate the grievance, the employee may nevertheless retain his right to appeal the decision to Circuit Court.
- E. An employee whose disciplinary grievance is advanced to arbitration must waive his or her right to appeal the discipline in Circuit Court pursuant to Section 536.150 RSMo. in writing.

SECTION 2.07 - SHIFT EXCHANGE / TIME TRADING

Employees may time trade under the provisions of PPM 12.T50, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.08 - NON-SCHEDULED WORK

Guidelines for Non-scheduled Work

Employees not yet relieved of duty shall remain on-duty to ensure the apparatus remains at minimum staffing.

Employees dispatched to an emergency that carries them past the end of their shift shall remain on-duty until relieved or until the assignment is completed.

In the event the Fire Department must call in an employee to ensure adequate staffing, the Department shall:

1. Attempt to fill the vacancy with an employee of equal rank;
2. Shall first utilize the call-in list to attempt to find an employee who will voluntarily report to work;
3. If a qualified employee on the call-in list cannot be called in, the Department shall then utilize the IRIS system to contact employees. The first qualified employee to respond to the IRIS alert shall be used to fill the vacancy; and
4. If a qualified employee does not respond to the IRIS alert, then the Department shall utilize the roster to contact employees and can mandate that a qualified employee return to work.

Off-duty employees shall not be required to stand by or to be on-call, with the exception of Fire Marshals. Off-duty employees shall not be required to carry communication devices off-duty, and shall not be required to answer their phones.

In the event the Fire Department issues an order for the employee to report to a site or enter information on a personal computer, then the time in which the employee carries out these orders shall be compensable at the regular rate of pay.

In the event an employee is physically unable to safely perform the duties required for overtime, the employee shall be obligated to state that he or she is "sick." The employee shall be exempt from being required to work that overtime assignment; however, the Fire Chief may order the employee to provide a doctor's note once the employee may safely report to a medical appointment.

In the event an employee is physically unable to report to work due to being out of the region, the employee shall advise the officer who is making the call-back of an estimated date and time in which the employee could report to work. If the employee's presence is still required, the employee shall be exempt from being required to work until that estimated time is reached.

An additional Fire Marshal called in to assist with an emergency or investigation shall be entitled to pay as referenced in Section 3.01 (Salaries, Overtime, & Payroll System) herein.

Call-In List

The Fire Department shall maintain a call-in list, one for Operations and one for Fire Prevention. Employees desiring overtime may add his or her name to the call in list on the day in which overtime is desired, indicating their rank, any membership to a specialty team, a contact number and desired times in which overtime can be worked.

The supervisor given the authority to call in personnel for overtime purposes shall call personnel of the appropriate rank in which the vacancy exists listed on the day in which overtime is needed. A call in list shall be agreed upon between the Union and Fire Administration.

Employees may not enter their name on the call-in list to where it automatically repeats from day to day for indefinite periods of time.

If an employee cannot work during the times he or she has indicated on the call-in list, the employee should make every effort to remove his or her name from the list while on duty. If the employee is unable to do so, the employee shall contact the on-duty Battalion Chief. If the employee is off-duty when he or she realizes a change is to be made to the call-in list, the employee shall not be entitled to overtime to come to a worksite to make these changes, and the employee shall not experience negative consequences for not making these changes while off-duty.

If an employee, who is on the call-in list, refuses to voluntarily report to work and had reasonable opportunity to remove his or her name from the call-in list, then that employee shall be given an oral warning. The oral warning shall be documented and maintained in a departmental file. The oral warning shall not be committed to the employee's personnel file. A second refusal within a rolling 12-month period shall result in the employee being denied the opportunity to enter his or her name on the call-in list for a period of 12 months.

No call-in is considered mandated unless a Chief Officer specifically states prior to the employee accepting the assignment that the employee is mandated to report to work.

Fire Marshal – On-Call

Merit Rule 19.2.3 "Emergency Calls - Fire Marshals Assigned On-Call" shall apply to Fire Marshals on-call and as they are called upon. At least one Fire Marshal shall be on-call during the following times:

1. Continuously from 7:00 pm Friday evening until 7:00 pm Sunday evening, each and every week;

2. From 7:00 am until 7:00 am the following day on: New Year's Day, Presidents Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas; and
3. From 7:00 pm until 7:00 am the following day on New Year's Eve;
4. Unless otherwise agreed upon through the DRC process.

Fire Marshals shall pick on-call time in the month of December for the following calendar year in a fair and equitable way agreed upon by the majority of Fire Marshals. Picking shall continue in this rotation until all on-call time slots are covered. Fire Marshals may trade on-call time slots with each other or give a time slot to another Fire Marshal if the trading parties are in agreement. While on-call, Fire Marshals must be within thirty (30) minutes of the City limits.

Fire Marshal Occupancy Checks

When the Fire Department tasks Fire Marshals with conducting occupancy checks during pub crawls or similar special events where alcohol is served, a minimum of two (2) Fire Marshals shall work as a team to execute these duties.

Travel Between Stations

In the event an employee is called in to work at a location other than the employee's assigned fire station, the employee will be considered on the clock at the time the employee arrives to his or her assigned station to retrieve turnout gear and necessary traveling gear, and shall remain on the clock until the assignment is completed.

Honor Guard

In the event a request is made to the Fire Department by the family of the deceased to have the Honor Guard present at a funeral that is within one hundred (100) road miles of the City for a member or former member of the Springfield fire service, the Fire Department shall send a minimum of four (4) Honor Guard members to the funeral, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

In the event the Fire Department elects to participate in a parade, four (4) members of the Honor Guard shall participate in the parade along with whichever apparatus the Department sends. Four (4) members of the Honor Guard shall take part in the annual Fallen Fire Fighter Memorial in Kingdom City, Missouri. The Honor Guard to participate in these events may be pulled from on-duty members of the guard if doing so does not bring staffing below minimum levels, or off-duty members of the Honor Guard may be called in. Irrespective of the foregoing, the Fire Department will not mandate any member of the honor guard to participate in an event. If there are not four (4) Honor Guard members willing to participate in an Honor Guard event, no honor guard will be sent, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

SECTION 2.09 - EXTREME WEATHER

While firefighters must perform emergency duties in all weather conditions, extreme weather can create unreasonable risks for some activities. Employees shall not engage in training and drills conducted outside during extreme weather conditions. Extreme weather conditions include the following:

- Temperatures below 32 degrees Fahrenheit, and in no case with a wind chill at or below 20 degrees Fahrenheit, or above 95 degrees Fahrenheit based upon the National Weather Service.

Training and drills may be conducted indoors during inclement weather conditions provided the indoor conditions fall within the parameters established above.

Since non-training activities do not require the use of turnout gear, outdoor public education events/apparatus demonstrations that require personnel to be outdoors for more than thirty (30) consecutive minutes, will not be conducted during the following weather conditions:

- Wind Chill temperatures at or below 20 degrees Fahrenheit or above 100 degrees Fahrenheit based upon the National Weather Service for more than two hours.

Outdoor public education, apparatus demonstrations, and other similar activities will not occur for any time duration when wind chill temperatures are at or below 15 degrees Fahrenheit.

Training, public education/ apparatus demonstrations, and other similar activities will not be conducted outdoors under the following conditions:

- Winds (sustained or gusts) in excess of 30 mph based upon the National Weather Service.
- Heavy rain.
- During heavy snowfall, sleet, or icing.
- When thunder is first heard or lightning is first observed and will not resume until 30 minutes after the last observation.

Exceptions to this provision may be granted on a case by case basis with the approval of the Fire Chief and the Union President.

SECTION 2.10 – APPARATUS STAFFING

The following applies to apparatus staffing levels within the bargaining unit. The Fire Department shall be committed to having at least two chief officers or "Acting" chief officers on duty at all times. One of these chief officers may be the "On-Call" chief.

The Department shall be normally staffed with the following positions:

- Thirty-six (36) Fire Captains;
- Nine (9) Fire Lieutenants or Truck Company Captains;
- Eighteen (18) Rescue and Salvage Specialists;
- Forty-Five (45) Equipment Operators;
- Ninety-Three (93) Firefighters*;
- Five (5) Fire Marshals; and
- Three (3) Training Captains*.

*Currently one (1) Firefighter position and one (1) Training Captain position are frozen.

For the purpose of this section, the term "Acting" refers to a member of the Fire Department of a different rank who is able to competently perform the duties of the position they are filling. It is management's right to objectively determine who qualifies as being able to competently perform the duties.

Fire Engines, Quints, Truck Companies

The minimum staffing level for each engine, quint, or truck shall be:

1. One Captain or "Acting" Captain; or One Fire Lieutenant or "Acting" Fire Lieutenant
2. One Equipment Operator or "Acting" Equipment Operator; and

One Firefighter or "Acting" Firefighter. Each in-service frontline fire engine, quint, and truck company will be staffed with at least the minimum staffing level each day. Out-of-service apparatus are not prohibited from responding to an incident due to staffing levels below the minimums.

Light Rescue

The minimum staffing level for a light rescue shall be:

1. One Rescue and Salvage Specialist; and
2. One Rescue and Salvage Specialist or "Acting" Rescue and Salvage Specialist.

Heavy Rescue

The minimum staffing level for a heavy rescue shall be either:

1. One Captain, Fire Lieutenant or "Acting" Captain;
2. Two Rescue and Salvage Specialists; and
3. One "Acting" Rescue and Salvage Specialist;

or

1. One "Acting" Captain that is a Rescue and Salvage Specialist;
2. One Rescue Salvage Specialist; and
3. Two "Acting" Rescue and Salvage Specialists.

Squad*

The minimum staffing level for a squad shall be:

1. One Equipment Operator or "Acting" Equipment Operator; and
2. One Rescue Specialist or "Acting" Rescue Specialist

*Management may implement a Squad on a trial basis with the intent of evaluating the effectiveness of a unit to respond to medical emergencies during peak demand times in order to keep fire apparatus in-service. The details of the implementation will be subject to the DRC process.

Air Van

The minimum staffing level for an air van shall be:

1. One Equipment Operator; or
2. One "Acting" Equipment Operator

Water Rescue

The Water Rescue apparatus shall be cross-staffed with qualified Water Rescue personnel from the Water Rescue fire stations. When such emergency or training occurs, one or both frontline apparatus at the Water Rescue station shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Water Rescue apparatus is of the rank of Firefighter, then the driver shall receive one half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one full shift of out-of-title pay.

Hazmat

The Hazmat apparatus shall be cross-staffed with qualified Hazmat personnel from the Hazmat fire stations. When such emergency or training occurs, one or both frontline apparatus at the Hazmat station shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Hazmat apparatus is of the rank of Firefighter, then the driver shall receive one half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one full shift of out-of-title pay.

Water Tender, Bomb Truck, Brush Buggies, Snow Plow

These apparatus are not normally staffed; however, on-duty personnel may be tasked with driving and operating these apparatus as needed for both emergency and non-emergency purposes. For emergency responses, if the driver of these apparatus is of the rank of Firefighter, then the driver shall receive one half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. For snow plow operations, if the driver of these apparatus is of the rank of Firefighter, then the driver shall receive one half (1/2) shift Out-Of-Title pay if the duration of the plowing is twelve (12) hours or less. If the duration of the plowing is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. For Bomb Truck responses outside city limits, two (2) Fire Marshals shall respond the apparatus to the site.

In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one full shift of out-of-title pay.

Special Events

From time to time, fire protection, EMS, or extrication equipment will be requested for special events. The minimum staffing for these special events shall be one (1) fire engine staffed with one Captain or "Acting" Captain, one Equipment Operator or "Acting" Equipment Operator, and one Firefighter or "Acting" Firefighter. Additional apparatus and personnel may be assigned if deemed necessary by the Fire Chief.

ARTICLE 3 – COMPENSATION

SECTION 3.01 - FLSA, OVERTIME & PAYROLL SYSTEM

The pay for all non-exempt uniformed personnel (personnel eligible for overtime) shall meet or exceed the minimum standards of the Fair Labor Standards Act.

Pay Periods

The employees of the Fire Department shall be paid bi-weekly, with the pay date being on the Thursday immediately following the pay period which just ended. In the event that the Thursday pay date is a federal or banking holiday, then the pay date shall take place on the closest business day before the regular Thursday pay date.

The pay period shall last two weeks, beginning on a Sunday at 7:00 a.m. and lasting for two calendar weeks, ending on a Sunday at 6:59:59 a.m.

Overtime Calculations

In accordance with 29 CFR 553.230, the Fire Department shall consider a "work period" as lasting twenty-eight (28) days. Non-exempt non-administrative employees shall be entitled for overtime at a rate of time and a half (1.5) of their regular rate of pay for all time worked above two hundred and twelve (212) hours in the twenty-eight (28) day work period. Overtime hours shall be based on actual hours worked, and shall meet or exceed the standards set out in FLSA. The overtime rate of pay shall be time and a half of the regular rate of pay as defined by the FLSA.

The Fire Department may schedule overtime for various events, training, or other purposes. If the overtime is voluntary, then the employee shall be paid at the regular rate of pay.

Employees who are requested to report to work from the call-in list and who report to work shall be paid at the regular rate of pay. Employees who are mandated to report to work from the call-in list and who report to work shall be paid at time and a half (1.5) of the regular rate of pay.

An employee, who is mandated to continue working past his or her scheduled shift, or mandated to come in early for their shift for any reason, shall be paid at a rate of time and a half (1.5) of the employee's regular rate of pay for actual time worked. This provision shall be in accordance with the Merit Rules.

If an employee is mandated to work additional hours not continuous with their normal work hours, the employee shall be paid for a minimum of four (4) hours at a rate of time and a half (1.5) of the employee's regular rate of pay. However, if the employee voluntarily continues to work past his or her scheduled shift or voluntarily reports to work when called in, the employee shall be paid at the regular rate of pay for the actual hours worked.

If an employee is mandated to continue working past his or her scheduled shift for any reason, and then volunteers to work beyond the time when they were mandated to do so, they will be paid at the rate of time and one half (1.5) of the employee's regular rate of pay until the time when they had the option to leave; after which, they will be paid at their regular rate of pay for the remainder of the time worked.

Deductions

Provided that all Union provided benefits are submitted and deducted as provided for in Section 1.04 (Payroll Deduction of Union Dues and Other Assessments), the following may be deducted from wages at no cost to the employee unless specified below:

1. Federal and State Withholding Taxes;
2. FICA (Social Security) & Medicare;
3. Group Life and Dependent Life on the first paycheck of the month;
4. Cancer Insurance along with its rider on the first paycheck of the month;
5. Dental Insurance on the first paycheck of the month;
6. Vision Insurance on the first paycheck of the month;
7. Credit Union;
8. Garnishments;
9. Union Dues on the first paycheck of the month;
10. PAC contributions, at a cost of ten cents (\$0.10) per deduction;
11. Health & Medical Insurance Programs;
12. Deferred Compensation Program;
13. United Way contributions;
14. Cafeteria Plan deductions;
15. Pension contributions;
16. Such other items as may be required by law

SECTION 3.02 - WAGES

1. Compensation Pool. Effective July 1, 2014, there will be a total amount of funding equal to a three percent 3% compensation increase made available to the Association to allocate among its membership (as an across-the-board wage increase, funding of the Merit Steps, position-specific funding, or any combination, at its discretion).

Effective July 1, 2015, there will be a total amount of funding equal to the overall percentage change in the Consumer Price Index for all Urban Wage Earners (CPI-U) from January of the previous year through December of the previous year, as reported by the Bureau of Labor Statistics, made available to the Association to allocate among its membership (as an across-the-board wage increase, funding of the Merit Steps, position-specific funding, or any combination, at its discretion).

Effective July 1, 2016 there will be a total amount of funding equal to the overall percentage change in the Consumer Price Index for all Urban Wage Earners (CPI-U) from January of the previous year through December of the previous year previous year, as reported by the Bureau of Labor Statistics, made available to the Association to allocate among its membership (as an across-the-board wage increase, funding of the Merit Steps, position-specific funding, or any combination, at its discretion).

2. Reopener. The City may at its option reopen this Article for purposes of adjusting the compensation set forth in Paragraph 1 of this Article after providing the Association with thirty (30) days written notice. The parties will promptly commence negotiations on this Reopener to the point of reaching either tentative agreement or to the point of reaching impasse no later than May 31st. If the parties reach tentative agreement on modifications to the Compensation Pool, their tentative agreement(s) will be presented to Council for a ratification vote. If the tentative agreement(s) are not ratified by Council or if the parties reach impasse, the dispute will be handled under Section 2.94(n) of Special Ordinance 6090.
3. Under no circumstances will the amount in the Compensation Pool be reduced to a percentage level below the merit step funding plus across-the-board wage increases given to City Employee Groups. This does not apply when increases or adjustments are made to specific positions within a defined Employee Group.
4. Calculation of the “overall percentage change” in CPI-U. The formula to be used for calculating the “overall percentage change in the Consumer Price Index for all Urban Wage Earners (CPI-U)” above in Paragraph 1 Shall be as follows:

$$\frac{(\$1.00 \times \text{CPI-U for December}) \times 100 - (\$1.00 \times \text{CPI-U for January}) \times 100}{(\$1.00 \times \text{CPI-U for January}) \times 100}$$

Out-Of-Title Pay

An employee is considered to work Out-Of-Title anytime said employee is required to work in a position of a higher rank to ensure the efficient operation of the Fire Department. This usually occurs, but is not limited to, when an employee of higher rank is either absent or required to work another assignment, creating a staffing vacancy.

When Out-Of-Title is compensable, it shall be calculated as eighty percent (80%) of the differential between Step 11 of the employee's current position and Step 11 of the higher full rank the employee is filling.

Out-of-title pay for personnel covered under items 1-5 below, will be paid only when the employee has worked at least twelve or twenty-four consecutive hours in an out-of-title position, and shall only be paid in increments of twelve or twenty-four hours. No out-of-title pay shall be paid for any increments of consecutive hours worked of less than twelve consecutive hours, and twelve hours of out-of-title pay shall be paid for any increments of consecutive hours worked of twelve or more but less than twenty-four consecutive hours. Twenty-four hours of out-of-title pay shall be paid for any increments of consecutive hours worked of twenty-four or more consecutive hours.

Out-Of-Title is compensable when:

1. A Firefighter works as an "Acting" Equipment Operator or "Acting" Rescue and Salvage Specialist. The Firefighter shall be paid 80% of the differential between FPS1, Step 11 and FPS3, Step 11;
2. A Firefighter works as an "Acting" Fire Lieutenant or "Acting" Fire Captain. The Firefighter shall be paid 80% of the differential between FPS1, Step 11 and FPS5, Step 11;
3. An Equipment Operator works as an "Acting" Truck Company Captain, "Acting" Fire Lieutenant, or "Acting" Fire Captain. The Equipment Operator shall be paid 80% of the differential between FPS3, Step 11 and FPS5, Step 11;
4. A Rescue and Salvage Specialist works as an "Acting" Truck Company Captain, or "Acting" Fire Lieutenant, or "Acting" Fire Captain. The Rescue and Salvage Specialist shall be paid 80% of the differential between FPS3, Step 11 and FPS5, Step 11;
5. A Fire Captain works as an "Acting" Battalion Chief. The Fire Captain shall be paid 80% of the differential between FPS5, Step 11 and FPS9, Step 11;
6. A Firefighter is ordered to drive a Brush Buggy, Hazmat apparatus, Water Rescue Apparatus, Bomb Truck, or other Specialty Team Apparatus as part of an emergency response. The Firefighter shall receive one half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the

duration of the emergency is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one full shift of out-of-title pay The Firefighter shall be paid 80% of the differential between FPS1, Step 11 and FPS3, Step 11;

7. A Firefighter is ordered to drive and operate a Snow Plow. The Firefighter shall be compensated no less than one half-shift Out-Of-Title pay, from Firefighter to Equipment Operator. If the assignment last more than twelve (12) hours, then the Firefighter will be compensated for a whole shift. The Firefighter shall be paid 80% of the differential between FPS1, Step 11 and FPS3, Step 11.
8. An "Acting" Captain is either the officer in charge or the member making a report on any specialty team response. They will be entitled to ½ Shift Out of Title Pay. If the emergency response lasts longer than twelve (12) hours, then the "Acting" Captain shall be entitle to a whole shift of out-of-title In the event the employee responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the employee shall be entitle to one full shift of out-of-title pay.

A Truck Company Captain or Fire Lieutenant may work Out-Of-Title as "Acting" Fire Captain, but the Truck Company Captain's or Fire Lieutenant's Out-Of-Title work is not compensable at the higher rate per a Union-Management agreement from the early 1990's. A Truck Company Captain or Fire Lieutenant shall not work Out-Of-Title as an "Acting" Battalion Chief until such time Out-Of-Title pay for Truck Company Captain or Fire Lieutenant is renegotiated.

A Fire Captain or "Acting" Fire Captain may order his or her subordinate Firefighters, Equipment Operators, Rescue and Salvage Specialists, Truck Company Captain and/or Fire Lieutenant to work Out-Of-Title.

A Truck Company Captain or Fire Lieutenant, or "Acting" Truck Company Captain or "Acting" Fire Lieutenant, may order his or her subordinate Firefighters and/or Equipment Operators to work Out-Of-Title.

A Chief Officer may request a Fire Captain work Out-Of-Title as an "Acting" Battalion Chief, but the Fire Captain has the ability to refuse the Out-Of-Title work without negative consequences.

SECTION 3.03 - SPECIALTY TEAMS

The Springfield Fire Department shall maintain Water Rescue, Hazardous Materials Technical Rescue, and Bomb Squad Teams. In addition to the Policy & Procedures, Merit Rules, and Salary Ordinance, the following shall also apply:

Hazardous Materials Team

The Hazardous Materials Team shall consist of at least twelve (12) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the twelve from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Hazardous Materials Team shall be made up from personnel assigned to the Hazmat Station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Hazardous Materials Team shall submit a memorandum to the Battalion Chief overseeing special operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer, or removed for just cause. The employee may continue membership on the team for longer than three (3) years, but shall not be required to continue membership.

In the event a vacancy occurs on the Hazardous Materials Team and no employee has submitted a request to join the team, the Fire Department may appoint a non-probationary employee of the appropriate rank with the least seniority in rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer, or removed for just cause. The employee may continue membership on the team for longer than three (3) years, but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Members of the Hazardous Materials Team shall meet the OSHA 1910.120 requirements at the Hazardous Materials Technician level. New members to the Hazardous Materials team may be required to become a Missouri State certified Hazardous Materials Technician, and shall be compensated for acquiring and maintaining certification, when required. The team member who does not meet the OSHA 1910.120 requirements shall not work emergency calls in the capacity of a technician, but may train in the capacity of a technician.

Team members shall receive proficiency pay in the amount of six-hundred dollars (\$600.00) per year, with the team leader receiving one-thousand dollars (\$1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Water Rescue Team

The Water Rescue Team shall consist of at least eight (8) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the eight from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Water Rescue Team shall be made up from personnel who are assigned to the Water Rescue station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Water Rescue Team shall submit a memorandum to the Battalion Chief overseeing special operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer, or removed for just cause. The employee may continue membership on the team for longer than three (3) years, but shall not be required to continue membership.

Before an employee is assigned to the Water Rescue Team, the employee must have successfully completed a swim test within the past twelve months. Neither the City nor the Fire Department shall mandate a swim test for anyone other than a candidate for the Water Rescue Team or a current team member. This paragraph is to prohibit the Department from testing every single employee every single year.

In the event a vacancy occurs on the Water Rescue Team and no employee has submitted a request to join the team, the Fire Department may appoint an employee of the appropriate rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer, or removed for just cause. The employee may continue membership on the team for longer than three (3) years, but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

In addition to passing a swim test prior to appointment to the Water Rescue Team, members of the Water Rescue Team shall be required to get their certification as a Swift Water Rescue Technician and pass a lifeguard course, and shall be compensated for acquiring and maintaining certifications. The team member who is not yet certified shall not work emergency calls in the capacity of a technician, but may be required to train as a technician.

Team members shall receive proficiency pay in the amount of six-hundred dollars (\$600.00) per year, with the team leader receiving one-thousand dollars (\$1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Technical Rescue Team

The Technical Rescue Team shall consist of at least seven (7) members for each shift, one of whom shall be the Team Leader. The Team Leader shall be the Fire Captain appointed by the Fire Chief. By virtue of their rank, all Rescue and Salvage Specialists shall be assigned to the Technical Rescue Team.

Members of the Technical Rescue Team shall be required to get and maintain the following certifications or licenses:

- Rope Rescue Technician
- Confined Space Technician
- Structural Collapse Technician
- Trench Rescue Technician
- Vehicle and Machinery Rescue Technician (aka Extrication Rescue Technician)
- EMT-B or higher emergency medical license

The team member who is not yet certified shall not work emergency calls in the capacity of a technician, but may train in the capacity of a technician.

A Rescue and Salvage Specialist assigned to the team must acquire certifications and licenses within one year of assignment to the team, or until such time that the Fire Department can schedule the employee into the appropriate certification/training program. In the event the Rescue and Salvage Specialist cannot pass the certification/license process, the employee will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion.

A Fire Captain assigned to the team must acquire certifications and licenses within one year of assignment to the team, or until such time that the Fire Department can schedule the employee into the appropriate certification/training program. In the event the Fire Captain cannot pass the certification/license process, the Fire Captain will be subject to transfer. If the Fire Captain is required to change shifts, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Team leaders shall receive proficiency pay in the amount of one-thousand dollars (\$1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Bomb Squad Team

The Bomb Squad Team shall consist of at least five (5) Fire Marshals from the Springfield Fire Department, one of whom shall be the Team Leader, and may include additional personnel above the five (5) from outside agencies. The Team Leader shall be appointed by the Fire Chief. By virtue of their rank, all Fire Marshals shall be assigned to the Bomb Squad Team.

SECTION 3.04 - HEALTH INSURANCE

The City shall cover 100% of the annual cost of employee health insurance premiums. The employee shall be responsible for 100% of the cost of dependent health insurance premiums. The premiums shall be arrived at by sound actuarial means. Any increases in premiums shall be in accordance with City ordinances.

Changes to the health insurance plan, including but not limited to preferred providers, deductibles, co-pays, maximum out-of-pocket, and limitations on coverage, shall be subject to negotiation. The City and the Union realize that Federal Law can supersede this section.

The City shall continue to convene its Health Insurance Committee. The Union shall continue to have two positions within that committee.

The Union may not opt out of the City's health insurance plan until January 1, 2016, per a twenty year contract entered into between the City and the Union in 1995. After January 1, 2016, the Union may opt out of the City's health insurance plan. If the Union chooses to utilize the opt out provision, such utilization by the Union shall be subject to mandatory negotiation with the City. The Union shall only use these funds to purchase group health insurance of similar coverage for the members of the bargaining unit. If the Union opts out of the City's health insurance, the Union shall lose its two positions on the Health Insurance Committee and will be responsible for any tax or penalty imposed on the City or the Health Plan that may arise from their decision to opt out. Should the Union elect to opt out of the City's Health Plan, a mutual agreement must be reached by both parties to cover the cost of run-out claims incurred by the City's Health Plan.

SECTION 3.05 - PENSION AND RETIREMENT
***(Amended effective June 27, 2016.)**

Police & Fire Retirement System

Employees hired before July 1, 2006 shall be members of the Police Officers' and Firefighters' Retirement System as established in Section 2 of the City Code.

TIER II

Employees hired after June 1, 2006 and before January 31, 2010, had been placed on Tier II of the Police Officers' and Firefighters' Retirement System. Per an agreement between the City and the Union, Tier II employees were allowed to migrate to LAGERS L-11 pension plan, and 100% of the employees on Tier II within the bargaining unit migrated to LAGERS. For purposes of this section, those employees shall be referred to as "former T2 employees."

Pursuant to City Ordinance 5854, after the proper vestment period in LAGERS, the former T2 employee may purchase their prior service for the time in which he or she was a member of Tier II. The former T2 employee shall be responsible for the cost of purchasing this prior service credit, up to an amount equal to their employee contributions made during their time on Tier II. The City shall be responsible for any other costs associated with purchasing this prior service credit.

Former T2 employees shall not be allowed to migrate back to the Police Officers' and Firefighters' Retirement System.

LAGERS

Former T2 employees and employees hired after February 1, 2010 shall be members of the State of Missouri's LAGERS L-11 pension plan. The City shall pay 100% of the required contributions, and employees shall maintain the status of non-contributory members of the L-11 plan.

SECTION 3.06 - MODIFIED DUTY

Line of Duty

An employee who becomes injured or ill in the line of duty (as certified by the City's Workers Compensation physician or provider) and who cannot perform assigned duties due to the injury or illness, shall be assigned modified duty consisting of meaningful work within the employee's medical restrictions.

Modified duty shall comply with the work schedule established in 2.02 of this CBA.

An employee on modified duty due to a line-of-duty injury or illness shall remain on modified duty until released by the City's Workers Compensation physician or provider to full duty, with or without a reasonable accommodation. If after twelve (12) months the employee is not able to return to full duty, the employee shall be given an additional sixty (60) days to apply for a service or disability pension, seek reassignment to another position within the City, or resign his or her position with eligibility for re-hire.

After discussion with the Union, the twelve-month period could be extended up to twenty-four (24) months without prejudice or precedent. The same 60 day application period shall apply.

Presumptive Clauses within RSMO Chapter 87

An employee who becomes injured or ill due to a condition identified within RSMO 87.005 or RSMO 87.006, including but not limited to cancer, a circulatory or pulmonary condition, or infectious disease who may have the ability to return to work as determined by the employee's physician, may request the same modified duty rights as an employee who becomes injured or ill in the line of duty.

Non-Duty

An employee, who becomes injured or ill outside the line of duty and who cannot perform assigned duties, may be offered modified duty consisting of meaningful work within the employee's medical restrictions at the discretion of the employer.

SECTION 3.07 - STEP RAISES

Entry-level Firefighters shall be placed at FPS-1, Step 1 on the FPS pay schedule. If an employee of the City of Springfield is hired as an entry-level Firefighter, the employee will be placed at the step within FPS-1 closest to their current step and grade.

The entry-level Firefighter's hire date shall be considered the employee's "employment anniversary date." The employee shall be evaluated at least annually on or before the employment anniversary date with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When a City employee, from another department, demotes or promotes to the entry-level Firefighter's position; his anniversary date for pay advancement will be adjusted to the date of said promotion or demotion. The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. The process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When an employee promotes, the employee's date of promotion shall be considered the "anniversary date for pay advancement." The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

In the event an employee promotes within sixty (60) days of his or her employment anniversary date or promotional anniversary date, and the employee was to have received an overall passing evaluation, the employee shall be placed on the FPS pay schedule at the promoted grade and step closest to ten percent (10%) above the grade and step from where he or she promoted as if the employee had been granted the step which would have been due within that 60 day time frame.

In the event an employee does not receive an overall passing evaluation, the employee shall remain at his or her current step and grade for six months. At the conclusion of the six months, the employee shall be evaluated again. If the employee receives an overall passing evaluation, the employee shall advance to the next higher step within the FPS pay schedule. This six month mark will re-establish the employee's employment anniversary date or promotional anniversary date for purposes of annual evaluations and step raises. If the employee does not receive an overall passing evaluation, the employee will be subject to discipline per Merit Rule 12.4 (i) and 12.4 (j).

This section is contingent upon step raises being funded under section 3.02, “Wages.”

SECTION 3.08 - ADDITIONAL COMPENSATION OR BENEFITS

**** (Amended effective June 27, 2016)**

Truck Company Captains promoted on or after July 1, 2014 will be re-titled to Fire Lieutenant and will remain at the FPS 5T pay grade. Truck Company Captains promoted before July 1, 2014 will retain the title of Truck Company Captain and the FPS 5T pay grade. When a Truck Company Captain / Fire Lieutenant is to be reclassified to Fire Captain, the reclassification shall be offered to the employee based on PPM 12.T60. Upon reclassification, the employee will be placed on the same step on the FPS 6 pay grade which they occupied on the FPS 5T pay grade.

Effective July 12, 2015, the Fire Captain and Training Captain positions will be compensated at the FPS 6 pay grade, as shown below:

SALARY CHANGE:		FPS 6 = 2.5% above FPS 5				112 Hours Per Pay Period				EFFECTIVE DATE:		7/12/2015	
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	GRADE						
	1,633.60	1,736.00	1,818.40	1,905.60	1,997.60	2,085.60							
FPS 6	14.5857	42,473.60	15.5000	45,136.00	16.2357	47,278.40	17.0143	49,545.60	17.8357	51,937.60	18.6214	54,225.60	FPS 6
GRADE	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	GRADE							
	2,136.00	2,186.40	2,238.40	2,288.80	2,445.60								
FPS 6	19.0714	55,536.00	19.5214	56,846.40	19.9857	58,198.40	20.4357	59,508.80	21.8357	63,585.60		FPS 6	
SALARY CHANGE:		FPS 6 = 2.5% above FPS 5				80 Hours Per Pay Period				EFFECTIVE DATE:		7/12/2015	
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	GRADE						
	1,633.60	1,736.00	1,818.40	1,905.60	1,997.60	2,085.60							
FPS 6	20.42	42,473.60	21.70	45,136.00	22.73	47,278.40	23.82	49,545.60	24.97	51,937.60	26.07	54,225.60	FPS 6
GRADE	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	GRADE							
	2,136.00	2,186.40	2,238.40	2,288.80	2,445.60								
FPS 6	26.70	55,536.00	27.33	56,846.40	27.98	58,198.40	28.61	59,508.80	30.57	63,585.60		FPS 6	

Fire Captains and Training Captains will be placed on the same step on the FPS 6 pay grade on July 12, 2015, which they occupied on the FPS 5 pay grade. This change will not impact an employee's eligibility to receive a merit step, as provided in Section 3.07. Any across the board pay adjustments implemented in 2015 will be added to the pay grade above.

Effective July 12, 2015, the City shall eliminate EMT payment for all bargaining unit employees with the exception of employees holding the rank of Firefighter.

Effective July 10, 2016, the City will eliminate EMT Pay for Firefighters.

Effective July 10, 2016, the Fire Captain and Training Captain positions will be compensated at the FPS 6 pay grade, as shown below:

SALARY CHANGE:		Current				112 Hours Per Pay Period				EFFECTIVE DATE:		7/10/2016	
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	GRADE						
	1,676.80	1,755.20	1,839.20	1,928.00	2,034.40	2,125.60							
FPS 6	14.9714	43,596.80	15.6714	45,635.20	16.4214	47,819.20	17.2143	50,128.00	18.1643	52,894.40	18.9786	55,265.60	FPS 6
GRADE	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	GRADE							
	2,175.20	2,224.80	2,275.20	2,324.80	2,480.80								
FPS 6	19.4214	56,555.20	19.8643	57,844.80	20.3143	59,155.20	20.7571	60,444.80	22.1500	64,500.80		FPS 6	

SALARY CHANGE:		Current		80 Hours Per Pay Period						EFFECTIVE DATE:		7/10/2016	
GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		GRADE
	1,676.80		1,755.20		1,839.20		1,928.00		2,034.40		2,125.60		
FPS 6	20.96	43,596.80	21.94	45,635.20	22.99	47,819.20	24.10	50,128.00	25.43	52,894.40	26.57	55,265.60	FPS 6
GRADE	STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE		
	2,175.20		2,224.80		2,275.20		2,324.80		2,480.80				
FPS 6	27.19	56,555.20	27.81	57,844.80	28.44	59,155.20	29.06	60,444.80	31.01	64,500.80	FPS 6		

Any across the board pay adjustments implemented in 2016, will be added to the pay grade above.

Effective July 12, 2015, the Union will be required to use moneys in the compensation pool in excess of the necessary funding for Merit Step raises to begin the funding to move all Equipment Operators and Rescue & Salvage Specialists from FPS 3 to FPS 4. In the event this cannot be accomplished in 2015, the Union will be required to continue this pursuit effective July 10, 2016. In addition, effective July 10, 2016, the Union will be required to use any additional monies in the compensation pool in excess of the necessary funding for Merit Step raises to increase every step on FPS 1 by \$300.

Longevity Pay

Employees hired before January 1, 2005 receiving longevity pay shall continue to receive this benefit under its current administration, with \$300 annually being paid to employees with 5 years to 9 years, 364 days; \$600 annually being paid to employees with 10 years to 14 years, 364 days; \$900 annually being paid to employees with 15 years to 19 years, 364 days; and \$1200 annually being paid to employees with 20 years or more.

Deferred Compensation (457) Plan

As of July 1, 2015, employees shall be allowed to borrow against their Deferred Compensation account, regardless of the provider, in accordance with all laws and regulations.

SECTION 3.09 - CLOTHING ALLOWANCE & UNIFORM GUIDELINES

Clothing Allowance

Employees shall receive a clothing allowance. The Fire Chief shall identify the clothing and uniforms authorized for the allowance, as well as the replacement schedule for the clothing and uniforms. The clothing allowance shall cover 100% of the cost of clothing and uniforms. Employees will be responsible for utilizing the clothing allowance to purchase clothing and uniforms at their own discretion; however, uniforms must be in good condition at all times and present a professional image.

ARTICLE 4 – LEAVE

SECTION 4.01 - VACATION

In addition to Rule 21 of the Merit Rules as it exists at the signing of this agreement, these provisions shall be included in specific regard to vacation accumulation and redemption:

Accumulation

Fire employees within the bargaining unit working the 24 hour shift shall accumulate vacation as follows:

- From zero years to seven years, three-hundred and sixty-four days of service, the employee shall accumulate 120 hours of vacation per year.
- From eight years to fifteen years, three-hundred and sixty-four days of service, the employee shall accumulate 168 hours of vacation per year.
- For sixteen or more years of service, the employee shall accumulate 240 hours of vacation per year.

Fire employees within the bargaining unit working a 40 hour work week shall accumulate vacation as follows:

- From zero years to seven years, three-hundred and sixty-four days of service, the employee shall accumulate 80 hours of vacation per year.
- From eight years to fifteen years, three-hundred and sixty-four days of service, the employee shall accumulate 120 hours of vacation per year.
- For sixteen or more years of service, the employee shall accumulate 160 hours of vacation per year.

Fire employees within the bargaining unit hired by the City of Springfield before July 11, 1995 shall not be capped on the amount of vacation earned. Fire employees within the bargain unit hired by the City of Springfield on or after July 11, 1995 shall be capped on the amount of vacation hours earned at two years' accrual.

Bargaining unit employees may schedule their vacation consistent with the policies of the Fire Department and Merit Rules, and these days shall be compensable at their current rate of pay.

Redemption

Upon completion of twelve (12) months' completion of employment, when an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused vacation hours, up to two years' accrual or whatever his or her December 31, 2005 vacation balance had been, whichever is the greater amount. The payout of vacation balances shall be considered earned income for pension calculations for members of the Springfield Police and Fire Retirement system only.

SECTION 4.02 - HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY

These provisions shall cover holiday and continuous operations holiday accumulation and eligibility for payout:

Accumulation

Fire employees within the bargaining unit working the 24 hour shift shall accumulate continuous operations holiday as follows:

- New Year's Day - 12 hours
- Martin Luther King Day – 12 hours
- Presidents' Day - 12 hours
- Memorial Day - 12 hours
- Independence Day - 12 hours
- Labor Day - 12 hours
- Veterans' Day - 12 hours
- Thanksgiving - 12 hours
- Christmas - 12 hours

Bargaining unit employees shall accumulate continuous operations holiday in the pay period of the actual holiday.

Bargaining unit employees hired by the City of Springfield before July 1, 2004 shall not be capped on the amount of continuous operations holiday accrued. Fire employees within the bargaining unit hired by the City of Springfield on or after July 1, 2004 shall be capped on the amount of continuous operations holiday hours accrued at two years' accrual.

Bargaining unit employees may schedule their continuous operations holiday as they would vacation days, and these days shall be compensable at their current rate of pay.

Fire employees within the bargaining unit working a standard 40 hour work week shall be given the holiday off on or around the day in which the City recognizes the holiday, and compensated for the holiday at their current rate of pay.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused continuous operations holiday hours, up to two years' accrual. The payout of continuous operations holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.03 - FLOATING HOLIDAYS

These provisions shall cover floating holiday accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the 24 hour shift shall be granted 36 hours of floating holiday per year during the first full pay period of the calendar year. Bargaining unit employees hired mid-year, and prior to September 30th, shall be granted their floating holiday hours after the completion of their first full pay period.

Fire employees within the bargaining unit working a 40 hour work week shall be granted the equivalent of 3 days' worth of floating holidays per year during their first full pay period of the calendar year.

Bargaining unit employees may schedule their floating holiday hours as they would vacation days, and these days shall be compensable at their current rate of pay. Floating holidays must be taken by the end of the last full pay period of the calendar year. Any unused balance of floating holiday hours shall not be carried forward to the next calendar year.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield due to a retirement, the employee shall be paid out at his or her current hourly rate for any unused floating holiday hours. The payout of floating holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.04 - KELLY DAYS

These provisions shall be included in specific regard to Kelly Day accumulation and redemption:

Accumulation

Effective January 1, 2015, fire department employees within the bargaining unit working the 24 hour shift shall be granted 48 hours of Kelly Days per year during the first full pay period of the calendar year.

Bargaining unit employees may only schedule their Kelly Day hours during overtime “long cycles,” (periods during which 24 or more hours of FLSA overtime might be paid) and these days shall be compensable at their current rate of pay. No more than 24 hours may be used during each long cycle. Any unused balance of Kelly Day hours shall not be carried forward to the next calendar year.

Redemption

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused Kelly Day hours. The payout of Kelly Day balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.05 - PIN DAYS

These provisions shall cover Pin Day accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the 24 hour shift shall be granted a balance of leave time equivalent to 12 hours following the successful completion of five years' service with the City of Springfield. This shall be known as a Pin Day. A Pin Day shall be granted again following the successful completion of ten years' service, fifteen years, twenty years, and so on.

Fire employees within the bargaining unit working a 40 hour work week shall be granted the equivalent of 1 day's worth of a Pin Day under the benchmarks established in the preceding paragraph.

Bargaining unit employees may schedule their Pin Day hours as they would vacation days, and these hours shall be compensable at their current rate of pay. Any unused balance of Pin Day hours shall not be carried forward more than 365 days.

Payout

Pin days are not eligible for payout when an employee of the bargaining unit leaves employment with the City of Springfield regardless of the reason for departure.

SECTION 4.06 - SICK LEAVE

These provisions shall cover Sick Leave accumulation, payout, and redemption:

Accumulation

Fire employees within the bargaining unit working the 24 hour shift shall be granted 144 hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to 2,160 hours of sick leave.

Fire employees within the bargaining unit working a 40 hour work week shall be granted 96 hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to 1,440 hours of sick leave.

Bargaining unit employees shall be compensated for sick hours properly used at their current hourly rate.

Payout

For bargaining unit employees working the 24 hour shift hired by the City of Springfield before July 1, 1998 who leaves the employment of the City of Springfield through resignation, retirement, or disability having at least 15 years of service shall be paid out for any unused sick leave hours, up to 1,440 hours, less any hours sold back, at a rate of 75% of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

For bargaining unit employees working a 40 hour work week hired by the City of Springfield before July 1, 1998 who leave the employment of the City of Springfield through resignation, retirement, or disability having at least 15 years of service shall be paid out for any unused sick leave hours, up to 960 hours, less any hours sold back, at a rate of 75% of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

Redemption

Employees hired before July 1, 1998, who normally do not work a 24-hour shift and with an accrued sick leave balance of at least 720 hours, may request redemption of his or her sick leave balance of not less than 8 hours, but not more than 54 hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least 720 hours may redeem not less than 8 hours, but not more than 16 hours per year.

Employees hired before July 1, 1998, who normally work a 24-hour shift and with an accrued sick leave balance of at least 1,080 hours, may request redemption of his or her sick leave balance of not less than 8 hours, but not more than 75 hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least 1,080 hours may redeem not less than 12 hours, but not more than 24 hours per year.

All redemption requests are subject to the following:

1. Employee must have used no more than 40 hours (or 48 hours for employees regularly assigned to a 24-hour shift) of personal sick leave during the 12 months prior to the request. The request also must not reduce the employee's remaining accrued personal sick leave balance below 720 hours or 1,080 hours for employees normally scheduled on 24-hour shift, and
2. Employee may not have more than one redemption request granted in a given fiscal year, and
3. Employee will be paid seventy-five percent (75%) of his or her hourly pay rate at the time of the redemption request for each of the hours redeemed, and his or her accrued sick leave balance will be reduced by the number of hours redeemed. The employee's maximum number of unused sick leave hours he or she may accumulate shall also be reduced by the number of sick leave hours the employee has redeemed, and
4. Employee hired before July 1, 1998 who is eligible to receive payment for unused sick leave upon separation from City service will have the hours credited in the unused sick leave payment calculation reduced by any hours redeemed, and
5. Sick leave redemption program shall be conditioned upon the continued availability of funds appropriated for this purpose, and may be suspended or discontinued at any time by the City Manager without prior notice.

ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.01 - EQUAL OPPORTUNITY

The City and the Union agree that they will not discriminate against any employee because of race, color, religion, gender, age, national origin, or disability.

In this agreement, words shall be construed as non-sexist and non-applicable to any gender, but shall include both the feminine and masculine.

SECTION 5.02 - SAVINGS PROVISION

If any of the terms and conditions of this agreement are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, the affected provision of this agreement shall be null and void and subject to discussion. If any part, provision, or section of this agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this agreement.

SECTION 5.03 - PERIOD OF THE AGREEMENT

Except as otherwise specifically provided herein, this agreement shall take effect as of November 10, 2014 and shall continue in full force and effect for a period of three (3) years to and including June 30, 2017, and the City and the Union shall meet prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) days of the expiration of this agreement, and should such an agreement not be deemed to be inevitable, either party may declare an impasse.

During impasse, this agreement shall remain in full force and effect. Should a new agreement not be reached in a timeframe that allows economic items to be factored into the City's annual budget process, the City shall, at a minimum, afford the Union the opportunity to accept any economic enhancements extended to other City employees while impasse continues. The offering or acceptance of said enhancements, as an individual action unaccompanied by other actions, shall not be construed by either party as either a termination of bargaining, or bargaining in bad faith.

This CBA shall remain in effect during any negotiations and shall continue in force during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in effect until either a new agreement is reached or until any impasse is resolved as set forth under Section 2.94(n) of Special Ordinance 6090.

SECTION 5.04 - REOPENING CLAUSE

Unless otherwise specified in this CBA, only through mutual agreement may the City and the Union reopen this CBA, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.

SECTION 5.05 - NO STRIKE / NO LOCKOUT

It is agreed that there shall not be strikes, sit-downs, slow-downs, work stoppage or any related activity during the term of this Agreement. If any employee or group of employees represented by the Union should violate the intent of this section, the Union shall take immediate action to prevent such illegal acts and take necessary steps to that end, and normal work will be promptly and orderly resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing of its disapproval of such violation. Violation of the provision of this section shall be grounds for immediate discharge.

It is further agreed that union employees will not be required to cross picket lines at locations, for purposes other than performing the essential functions of their jobs.

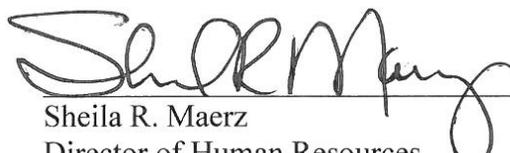
SECTION 5.06 - APPROVAL OF THE AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union, the bargaining representative of the employees referred to above, and on behalf of the City's bargaining team.

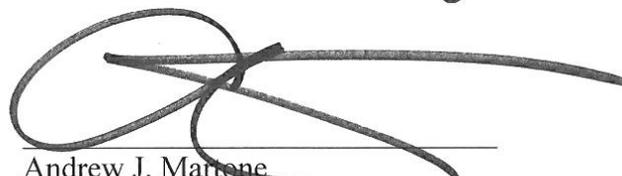

Shawn Martin
President,
IAFF, Local 152


David Hall
Fire Chief


Christopher Roush
Secretary/Treasurer,
IAFF, Local 152


Sheila R. Maerz
Director of Human Resources


Tony Kelley
President,
Missouri State Council of Fire Fighters


Andrew J. Martone
HesseMartone


Kurt Becker
Field Service Representative,
IAFF, 2nd District


Tina Fowler
Baird Lightner Millsap, P.C.

APPENDIX A - PAC Authorization Form

Authorization for City of Springfield to Make Payroll Deduction To be Paid to Southern Missouri Professional Firefighters PAC

I hereby authorize the City of Springfield, Missouri to deduct _____ dollar(s) per pay period from my paycheck, through automatic payroll deduction, for the sole purpose of paying said amount over to the Southern Missouri Professional Firefighters PAC.

This deduction will be made in accordance with the terms and conditions set forth in the settlement agreement reached between Local 152 of the International Association of Firefighters and the City of Springfield in the case of *City of Springfield, Missouri, et al. vs. Chris Ackley, et al.*, Greene County Circuit Court Case No. 107CC0538. I understand that the following terms and conditions will apply to the payroll deductions to be made pursuant to this authorization:

1. A fee of \$0.10 per deduction will be charged to pay for the City's costs for administering the payroll deduction program. This fee will be paid out of the amount that I am hereby authorizing the City to deduct from my paycheck. For example, if I authorize a deduction of \$5.00 per pay period, \$4.90 of this amount will be paid over to the Southern Missouri Professional Firefighters PAC and \$.10 will be retained by the City to cover its administrative costs.
2. The amount which I am hereby authorizing to be deducted from my paycheck will be automatically deducted from my paycheck on each subsequent pay period, unless I revoke or change this authorization in accordance with paragraph 4 of this Authorization. The amount so deducted shall be paid over by the City of Springfield to the Southern Missouri Professional Firefighters PAC, 2350 N Clifton Ave, Springfield, MO 65803, within 14 days of the date it is deducted from my paycheck.
3. Deductions can only be authorized in whole dollar amounts. For example, I can authorize a deduction of \$1.00 or \$5.00 per pay period, but not a deduction of \$ 1.75 or \$5.50 per pay period.
4. An individual may begin payroll deduction at any time throughout the year, but can change or choose to end the deduction only between November 1st and November 30th of each year.

I understand and agree to the above terms and conditions. Please begin the deduction with my next paycheck (unless the next pay day is less than 2 weeks from the date on which the City receives this authorization, in which case it may, in its sole discretion, begin the deduction with the paycheck for the next following pay period).

Signature

Print Name

Date

City Employee Number (payroll)

**FIRST AMENDMENT TO SECTIONS 3.05 AND 3.08
OF COLLECTIVE BARGAINING AGREEMENT**

THIS FIRST AMENDMENT to Sections 3.05 and 3.08 of COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 THE BARGAINING UNIT OF THE SPRINGFIELD FIRE DEPARTMENT ("First Amendment") is between The City of Springfield, Missouri ("the City"), and Southern Missouri Professional Fire Fighters Local 152 The Bargaining Unit of The Springfield Fire Department ("IAFF Local 152").

WHEREAS, the City and IAFF Local 152 are parties to a certain Collective Bargaining Agreement effective November 10, 2014 (the "Agreement"); and

WHEREAS, the City and IAFF Local 152 wish to amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Section 3.05 – Pension and Retirement, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

Police & Fire Retirement System

Employees hired before July 1, 2006 shall be members of the Police Officers' and Firefighters' Retirement System as established in Section 2 of the City Code (hereinafter "Tier I").

TIER II

Employees hired after July 1, 2006 and before January 31, 2010, had been placed on Tier II of the Police Officers' and Firefighters' Retirement System (hereinafter "Tier II"). Per an agreement between the City and the Union, Tier II employees were allowed to migrate to LAGERS L-11 pension plan, and 100% of the employees on Tier II within the bargaining unit migrated to LAGERS. For purposes of this section, those employees shall be referred to as "former T2 employees."

Pursuant to City Ordinance 5854, after the proper vestment period in LAGERS, the former T2 employee may purchase their prior service for the time in which he or she was a member of Tier II. The former T2 employee shall be responsible for the cost of purchasing this prior service credit, up to an amount equal to their employee contributions made during their time on Tier II. The City shall be responsible for any other costs associated with purchasing this prior service credit.

Former T2 employees shall not be allowed to migrate back to the Police Officers' and Firefighters' Retirement System.

LAGERS

Former T2 employees and employees hired after February 1, 2010 shall be members of the State of Missouri's LAGERS L-11 pension plan. The City shall pay 100% of the required contributions, and employees shall maintain the status of non-contributory members of the L-11 plan.

Additional Funding Contribution

Effective Fiscal Year 2017, the City will contribute \$236,120 in a lump sum to be applied to the Tier I employee's Additional Funding Contribution portion of the Tier I plan (hereinafter "Fire AFC").

Effective Fiscal Year 2018, the City will contribute \$291,918 in a lump sum on an ongoing annual basis until the Fire AFC is 100% funded as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary (Board's Actuary), or July 1, 2029, whichever comes first.

A permanent employee contribution rate of 15.13% shall be established and contributed for and by Tier 1 employees. This employee contribution rate will not be subject to recalculation, regardless of any actuarial calculation performed for the Fire AFC.

After the Fire AFC reaches a 100% funding ratio, as determined by the Board's Actuary, or July 1, 2029, whichever comes first, the Fire AFC will cease to be calculated separately from other pension liabilities. It will then become a normal liability of the pension system. If the Fire AFC reaches a 100% funding ratio, based on the Board's Actuary study prior to July 1, 2029, the additional contribution of \$291,918 will end on the last day of the current fiscal year following the Board's Actuary study.

The City's contribution to the Fire AFC will remain in the system for investment and benefit payments, and will not be subject to an employee's return of contribution at retirement.

These provisions solely relate to the Fire AFC benefit and are not meant to change or impact any other provisions or groups in the Police & Fire Retirement System.

2. Effective as of the date approved by City Council, Section 3.08 – Compensation, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

Truck Company Captains promoted on or after July 1, 2014 will be re-titled to Fire Lieutenant and will remain at the FPS 5T pay grade. Truck Company Captains promoted before July 1, 2014 will retain the title of Truck Company Captain and the FPS 5T pay grade. When a Truck Company Captain / Fire Lieutenant is to be reclassified to Fire Captain, the reclassification shall be offered to the employee based

on PPM 12.T60. Upon reclassification, the employee will be placed on the same step on the FPS 6 pay grade which they occupied on the FPS 5T pay grade.

Effective July 12, 2015, the Fire Captain and Training Captain positions will be compensated at the FPS 6 pay grade current and applicable as of said date.

Fire Captains and Training Captains will be placed on the same step on the FPS 6 pay grade on July 12, 2015, which they occupied on the FPS 5 pay grade. This change will not impact an employee's eligibility to receive a merit step, as provided in Section 3.07. Any across the board pay adjustments implemented in 2015 will be added to the pay grade above.

Effective July 12, 2015, the City shall eliminate EMT payment for all bargaining unit employees with the exception of employees holding the rank of Firefighter.

Effective July 10, 2016, the City will eliminate EMT Pay for Firefighters.

Any across the board pay adjustments implemented in 2016, will be added to the pay grade current and applicable as of the date of adjustment.

For Fiscal Year 2017, a compensation pool equivalent to 3.5% of Bargaining Unit total payroll will be available, and with this available compensation pool, the Union will fund:

1. Merit Steps at a cost of \$150,047.00 (base and benefits inclusive);
2. An across-the-board increase of one-half of one percent (0.5%) for Fiscal Year 2017 at a cost of \$73,661.00 (base and benefits inclusive); and
3. Funds in the available compensation pool for Fiscal Year 2017 of \$55,798 (base and benefits inclusive) will be used to provide a one-time payment to each former Springfield Fire Department, Police & Fire Pension Plan, Tier II participant who voluntarily elects and completes their service credit purchase with LAGERS by June 30, 2016, as required by General Ordinance No. 5854. The amount of the one-time payment is based on the employee's months of service credit purchased.

Months of Service	Deferred Comp Payment
40 - 48 months	\$5,000
30 - 39 months	\$4,000
20 - 29 months	\$3,000
10 - 19 months	\$2,000

The following is also applicable:

- a. Confirmation of completion of the purchase of service credit must be verified by LAGERS prior to the one-time payment being issued;

- b. The one-time payment will be in the form of a direct payment made to the eligible employee's ICMA 457 Deferred Compensation account and will be deposited no later than September 30, 2016; and
- c. Any funds reserved in the City's budget designated for eligible IAFF participants, but not used prior to March 31, 2016, to fund the prior service credit purchase will be used to offset the costs associated with the payments referenced in 3b above occurring between April 1, 2016, and June 30, 2016.

In coordination with Section 3.05 of this Agreement (which includes a permanent employee contribution rate of 15.13% for and by Tier 1 employees), after the Fire AFC reaches a 100% funding ratio, as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary, or July 1, 2029, whichever occurs first, funds in the amount of \$291,918 (base and benefits inclusive) will be reallocated to the compensation pool on a prospective basis. This amount will not reduce, but rather be in addition to any compensation pool negotiated for the next fiscal year. This amount can then be directed to pay or benefits as deemed necessary by the Union.

Longevity Pay

Employees hired before January 1, 2005 receiving longevity pay shall continue to receive this benefit under its current administration, with \$300 annually being paid to employees with 5 years to 9 years, 364 days; \$600 annually being paid to employees with 10 years to 14 years, 364 days; \$900 annually being paid to employees with 15 years to 19 years, 364 days; and \$1200 annually being paid to employees with 20 years or more.

Deferred Compensation (457) Plan

As of July 1, 2015, employees shall be allowed to borrow against their Deferred Compensation account, regardless of the provider, in accordance with all laws and regulations.

3. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first above written.

THE CITY

By: _____

Greg Burris, City Manager

IAFF LOCAL 152

By: _____

Tony Kelley, President