

ORDINANCE NO 16

AN ORDINANCE PROVIDING
FOR MEMORANDUM OF UNDERSTANDING BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 2665 AND THE
EUREKA FIRE PROTECTION DISTRICT
OF
ST. LOUIS AND JEFFERSON COUNTIES, MISSOURI

WHEREAS, the Board of Directors of the Eureka Fire Protection District of St. Louis and Jefferson Counties, Missouri, finds that it is in the best interest of the citizens of the District to have an agreement of understanding with employees of the District; and,

WHEREAS, it is an efficient method of codifying agreement between the Eureka Fire Protection District, hereinafter referred to as the "Employer" and International Association Of Fire Fighters, of achieving and maintaining harmonious relations between the district and the union, to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours, and other conditions of employment.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE EUREKA FIRE PROTECTION DISTRICT OF ST. LOUIS AND JEFFERSON COUNTIES, MISSOURI, THAT:

AN ORDINANCE PROVIDING FOR MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE EUREKA FIRE PROTECTION DISTRICT AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2665.

SECTION 1 - PREAMBLE:

This ordinance is made to set forth the results of discussions between the Eureka Fire Protection District of St. Louis and Jefferson Counties, Missouri, hereinafter referred to as the "District" and the International Association of Fire Fighters, Local 2665, AFL-CIO, hereinafter referred to as the "Union". The purpose of this ordinance is to maintain harmonious relations between the District and the Union; and to provide for equitable and peaceful adjustment of differences which may arise. The Board of Directors shall make all determinations, resolutions, and adoptions concerning conditions of employment.

SECTION 2 - RECOGNITION:

Pursuant to an election conducted by the State Board of Mediation for the State of Missouri on January 26, 1990 in Public Case No. 89-018 recognizes the Union as the sole and exclusive bargaining representative pursuant to Section 105.525 RSMo. 1986.

"The unit consisting of all fire fighters, fire fighter/EMT's, fire fighter/paramedics, probationary fire fighters; excluding Chief, Assistant Chief, Deputy Chief, Captains, and Lieutenants."

Said certification having been entered in Public Case No. 89-018.

SECTION 3 - GENDER:

Whenever the male gender is used in this ordinance it shall be construed to include both male and female genders.

SECTION 4 - DISCRIMINATION:

The parties of this ordinance agree not to discriminate against any employee because of race, color, creed, sex, national origin, or marital status.

SECTION 5 - UNION ACTIVITY:

There shall be no discrimination by the District or the Union against any employee for his activity or inactivity, on behalf of or membership in, the Union.

SECTION 6 - BULLETIN BOARDS:

The District will allow the placement of a Union provided bulletin board no larger than six (6) square feet in each engine house in a mutually agreeable location for Union business exclusively. The Union Shop Steward shall present to the Chief material to be placed on the Union bulletin boards for his approval prior to posting. Any material deemed by the Chief to be unsuitable for posting shall be returned to the Shop Steward. The Shop Steward shall maintain the Union bulletin boards in a neat and professional manner. All notices posted on the Union bulletin board shall contain no vulgar, profane, or inflammatory matter, nor will it contain material of a political nature with which the "District" is concerned, including candidates for the position of Director of the Eureka Fire Protection District.

SECTION 7 - RESIDENCY:

The District agrees to place no geographical or political boundary on the residence of the Bargaining Unit.

SECTION 8 - PREVAILING RIGHTS:

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this ordinance shall be discussed by the Chief and the Shop Steward prior to a change.

SECTION 9 - DEFINITION OF SENIORITY:

Seniority shall be determined by all continuous time worked the Eureka Fire Protection District as a full time paid Fire Fighter or Paramedic. Employees will be on probation during the first twenty four (24) months of their employment, and will attain seniority on the first of their probationary period. Continous service shall be broken by only; (1) resignation, (2) discharge, (3) retirement, (4) if the employee has performed no work for the fire district for a period of twenty four (24) consecutive months, (5) if employee is laid off and fails to return to work on an agreed upon date.

SECTION 10 - PERSONNEL REDUCTION:

In the case of personnel reduction the employee with the least seniority shall be laid off first. Employees shall be recalled in order of seniority. No new employees shall be hired until all laid off employees have been given the opportunity to return to work. All employees returning to work after being laid off will be notified by registered mail.

SECTION 11 - PROMOTIONS:

The policy of the District prefers, and every effort will be made to promote to a higher rank from lower ranks already within the Staff; nevertheless, this will be on the condition that adequately qualified personnel are available within the Staff.

To be eligible for promotional examination, the candidate shall have Fire Fighter I and II as recognized by St. Louis County for employment. To be eligible for promotion to Lieutenant candidates shall have three (3) years of fire service.

The Fire Chief shall recommend for promotion any member of the Staff as he may deem appropriate. The Fire Chief shall promptly inform the Board of Directors of his recommendations at the next meeting of the Board of Directors. The Board of Directors shall confirm or deny said promotion.

All promotions to Lieutenant shall be by competitive examination. Notice of testing for promotions shall be posted in all engine houses two (2) weeks prior to date of test. Each person taking an examination shall be given notice as to whether he passed or failed, and upon request, may review his results. Applicants taking written examination must achieve a minimum of 70% correct to be eligible for interview. The oral interview shall consist of members of this Fire District, along with outside participants as deemed necessary by the Fire Chief, to serve as a Review Board. All interviewees will be given the same basic questions. A letter of reprimand within a twelve (12) month period prior to the date of any promotional examination shall disqualify that person from being eligible to participate in that promotional examination.

SECTION 12 - DISCIPLINE AND DISCHARGE:

An employee shall not be suspended or discharged without cause. In the case of suspension, or discharge a hearing shall be held, at the employee's request to investigate the charge. The hearing and procedure will be in accordance with Chapter VI Sections Fifteen (15) and Eighteen (18) of the Eureka Fire Protection District Policy Manual effective as of the date of this ordinance.

SECTION 13 - GRIEVANCE PROCEDURE:

As per the Policy Manual of the Eureka Fire Protection District.

SECTION 14 - WAGES:

Wages shall be determined by the following table:

Firefighter (start)	\$6.97 per hour
Firefighter (6 months)	\$7.33 per hour
Firefighter (1 year).	\$7.76 per hour
Firefighter/EMT (start)	\$7.12 per hour
Firefighter/EMT (6 months).	\$7.49 per hour
Firefighter/EMT (1 year).	\$7.87 per hour
Firefighter/Paramedic (start)	\$7.93 per hour
Firefighter/Paramedic (6 months).	\$8.22 per hour
Firefighter/Paramedic (1 year).	\$8.41 per hour

St. Louis County Fire Academy Firefighter I & II. . \$.20 per hour

Each employee's hourly wage will apply to all hours up to and including the first two hundred twelve (212) hours worked in each twenty eight (28) day pay cycle. All hours in excess of the first two hundred twelve (212) hours worked in the twenty eight (28) day pay cycle will be paid at the rate of one and one half (1 1/2) times the employee's hourly rate.

SECTION 15 - HOURS:

Employees shall work a three (3) platoon twenty four (24) hour shift. The shift rotation will be as follows: A,C,A,B,A,B,C,B,C. Starting time: 0700. Ending time 0700 twenty four (24) hours later. When daily work is completed employees will stay readily available to answer alarms, or perform normal or emergency duties. Absenteeism should be reported by 0600 of the day to be absent. The daily work schedule is in the Standard Operating Procedures book effective on the date of this ordinance.

SECTION 16 - SHIFT EXCHANGE:

Any employee who wishes to trade work hours with another employee must submit the request to the Officer in Charge for approval, received a minimum of two (2) calendar days prior to the date of the trade. Employee trading time must be of equal qualifications, or above, to fill in.

SECTION 17 - OVERTIME:

In the event that a need for overtime occurs in the Fire District, overtime shall accrue to members of the department and shall be voluntary. All overtime shall be distributed and rotated equally among employees. Overtime offered and not worked shall be counted as overtime for equal distribution of overtime. The District agrees to maintain a log to show the time of call and the response from each person called as to whether it was accepted, refused, no answer, sick, or on duty. If overtime requirements cannot be filled by voluntary means, qualified volunteer staff members shall be offered the overtime. To maintain appropriate manning qualifications, if a Fire Fighter/Paramedic is needed for the overtime, Fire Fighter/Paramedics will be given priority on the overtime list. If an Officer is needed for overtime, Officers will be given priority on the overtime list, with Acting Officer qualified Privates given the next priority. If overtime manpower requirements cannot be filled by voluntary means, there shall be a mandatory overtime by reverse seniority of the paid staff on a rotating basis.

SECTION 18 - LONGEVITY PAY:

Each employee will receive five (5) dollars per month up to ten (10) years of service. Longevity pay will be distributed in a lump sum payment on the first payday of December.

SECTION 19 - WORKING OUT OF CLASSIFICATION:

An employee who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds for a minimum of four (4) hours, shall be paid the Lieutenant hourly rate for the position he is temporarily working in.

SECTION 20 - UNIFORMS:

All work uniforms required of employees in performance of their duties shall be furnished without cost to the employees by the District and maintained by the employee in good, safe condition. Uniforms shall be requisitioned and maintained as outlined in the Eureka Fire Protection District Policy Manual, latest revision, Chapter Five (5), Sections One (1) through Nine (9).

SECTION 21 - EDUCATIONAL DIFFERENTIAL:

The hourly rate will be increased six (6) cents per hour for employees with an Associate Degree in the Fire Service and/or Emergency Medical Service area. Only one six (6) cent increase per employee.

SECTION 22 - TUITION REIMBURSEMENT:

The District will provide funding for costs incurred for books, fees, and tuition for courses necessary to maintain a State of Missouri EMT or EMT-P License or any other course required for employment with the Eureka Fire Protection District. As approved by the District Medical Officer.

SECTION 23 - VACATION LEAVE:

Vacation with pay shall accrue to the employees in the bargaining unit as shown in the following chart:

First Partial Year of Employment	6 hours per month
At the End of One Year	3 work days
Two (2) Years to Seven (7) Years	6 work days
Eight (8) Years to Fifteen (15) Years	9 work days
Over Fifteen (15) Years	12 work days

Vacation days must be taken prior to January first unless prior arrangements are approved by the District.

A vacation schedule will posted by September first of each year. Employees shall indicate their vacation days on this schedule by seniority. Each employee has a maximum of one (1) week to choose their days. If an employee chooses not to pick all of their days on the first chance, they may choose later on, however they will not be permitted to bump someone with less seniority.

Any vacation time not previously scheduled must be scheduled and approved two (2) weeks in advance.

No more than one employee per shift will be permitted on vacation at one time.

ARTICLE 24 - HOLIDAYS:

The following holidays shall be recognized and observed:
New Year's Day, Easter, Memorial Day, Independence Day, Labor Day,
Thanksgiving Day, Christmas Day.

SECTION 25 - SICK LEAVE:

An employee incurring non duty sickness or disability shall receive sick leave with regular pay on the employee's regular shift.

Employee's shall earn one (1) day of sick leave for each month of service in which they work at least seventy percent (70%) of the required working days in that month.

Employees may accumulate up to a maximum of thirty (30) days of sick leave.

On the first payday of December of each year the unused leave that is over the maximum amount of accrual shall be paid on a one (1) hour for every ten (10) hours basis.

Employees shall be compensated at the rate of twenty (20) dollars for each day of unused sick leave when they are permanently separated from the service of the Eureka Fire Protection District by death or retirement.

The District may require a written evidence from a physician for a sick leave in excess of two (2) shift days.

SECTION 26 - COMPASSIONATE LEAVE:

An employee shall be allowed up to two (2) shift days off with pay, for regularly scheduled shift days missed, beginning the day of death and ending the day of the funeral in the event of death in the immediate family which shall be limited to spouse, child, parent, stepmother, stepfather, mother in law, father in law, grandparent, grandchildren, sister, brother, stepsister, or stepbrother. In addition, necessary time off for travel purposes with pay shall be granted upon request of the employee when, in the District's judgment, such additional time is warranted.

SECTION 27 - JURY DUTY:

An employee required to be available for jury selection or service shall receive his regular pay, less jury pay, for all time which would have been worked but for such jury participation. To be eligible for such pay, jury notices must be turned in to the Fire Chief within twenty four (24) hours after receipt by the employee.

SECTION 28 - EDUCATIONAL LEAVE:

Employees shall be granted leave with regular pay for educational purposes to attend classes, conferences, seminars, briefing sessions required by law to maintain employment with the district (such as fire academy or paramedic refresher or CEU courses) as long as District manning policies are adhered to.

SECTION 29 - JOB RELATED MEDICAL LEAVE OF ABSENCE:

Any employee unable to work because of a job related disabling condition shall be entitled to a leave of absence at his regular pay, until all accumulated sick days are used, minus any amount received through Workman's Compensation for the duration of the time for which he is medically certified as being unable to work. During such leave of absence, the District will maintain regular payments into medical and pension plans to ensure continued coverage for the employee. Seniority, vacation benefits, and pension credits shall be given for the time spent on such a leave of absence.

SECTION 30 - HEALTH BENEFITS:

The District will pay 100% of the cost of the premium for the employee and a portion of the cost of the premium for dependants at the discretion of the District.

SECTION 31 - PENSION:

A Pension Committee, consisting of two (2) Union members, may make written recommendations to the Board of Directors concerning the pension plan. Information concerning the pension plan will be made available to the Pension Committee on request.

SECTION 32 - SAFETY AND HEALTH:

36.1 Joint Safety and Health Committee

There shall be a joint advisory safety and health committee composed of two (2) District and two (2) bargaining unit representatives. The bargaining unit representatives shall be selected by the bargaining unit.

The Joint Committee shall:

- A. Meet at least once quarterly at established dates.
- B. Make periodic inspections of District facilities and apparatus, protective equipment, protective clothing and devices to review work methods and conditions (including training procedures at least once a year).

C. Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to it's attention. All recommendations shall be forwarded to the Fire Chief.

D. Review and analyze all reports of accidents, deaths, injuries, and illnesses. Make immediate and detailed investigation of each accident, death, or injury to determine fundamental cause. Make written recommendations to the Fire Chief to modify or add rules and procedures to further promote the avoidance of such incidents in the future.

36.2 Protective Clothing and Equipment

The District shall furnish to the employee respiratory apparatus, gloves, helmets, protective clothing, and other protective equipment necessary to preserve and protect the safety and health of fire fighters. If equipment is damaged or lost due to fire fighter negligence, it is the responsibility of the fire fighter to repair or replace said equipment. Such equipment shall be made in the USA if possible.

All protective clothing and equipment shall meet the present standard that provides an acceptable level of worker protection as determined by this committee.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs per manufacturer's instructions on self contained breathing apparatus.

36.3 Injury and Illness Reporting

Copies of all reports shall be supplied immediately to any member of the Committee, upon request.

SECTION 33 - MINIMUM MANNING:

Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient fire fighter personnel shall be assigned to provide a minimum of one (1) officer/acting officer and two (2) fire fighters at House 1, and one (1) officer/acting officer and one (1) fire fighter at House 2. Within this manning there will be at least one (1) paramedic and one (1) EMT to man the Life Support Ambulances at each engine house.

If sufficient personnel are not available for more than four (4) hours to meet these requirements, fire fighters shall be retained or recalled on overtime.

SECTION 34 - EMERGENCY LEAVE:

If an emergency arises while an employee is on duty, such as a serious illness, accident, or operation in the family of the employee, the employee may leave immediately. Such employee shall notify his immediate supervisor on duty and advise that he is leaving on emergency leave. An employee will be allowed a maximum of four (4) hours of emergency leave with no loss of regular pay. If the emergency leave is longer than four (4) hours, the additional time will be granted with regular pay and counted against the employees accumulated sick leave.

SECTION 35 - PAYCHECKS:

Employees shall be paid bi-weekly on Friday during the year at the District Administrative Office or by direct deposit.

SECTION 36 - SAVINGS CLAUSE:

If any provision of this ordinance, or application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

SECTION 37 - NO STRIKE:

The Union and the employees represented by the Union shall not engage in, nor encourage any engagement in, either directly or indirectly, strikes, job actions, slowdowns, group illnesses, or withdrawal of services against the Eureka Fire Protection District. The Union and the employees shall not hinder nor prevent any entrance to or egress from fire houses or any public buildings, nor shall the Union and the employees obstruct nor interfere with the free and uninterrupted use of public roads, streets, highways, railways, airports, or other ways of travel by any employee, public or private. The Union shall retain the right to place informational pickets.

SECTION 38 - APPENDICES AND AMENDMENTS:

All appendices and amendments of this ordinance shall be lettered, dated, and signed by the District and Union and shall be subject to all the provisions of this ordinance.

SECTION 39 - DURATION OF MEMORANDUM:

This ordinance shall be effective as of the date of signature by the District and Union and shall remain in full force and effect until the 1st of May, 1993, with the exception of Article 15 - Wages. It shall be automatically renewed from year to year thereafter, unless either party shall have notified in writing, at least ninety (90) days prior to the anniversary date that it desires to modify the ordinance.

SECTION 40 - WAGE REOPENER:

Wages shall be reopened for discussion on January 1st of each year. Article 14 - Wages shall be declared open when either party has notified the other in writing at least one hundred eighty (180) days prior to the first day of January of that year. In the event such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the opening date.

SECTION 41 - CONFLICTING & INCONSISTENT PORTIONS OF THE ORDINANCE:

In case of conflict between any section of the designated ordinance of the District, the most rigid requirements(s) shall apply. Where portions of the code are inconsistent with one another, those prior portions are hereby revoked and repealed as of no effect.

SECTION 42 - SAVINGS CLAUSE:

Nothing in this ordinance hereby adopted shall be construed to affect any pending proceeding or suit in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed, if any, nor shall any just or equitable or legal right or remedy of any character be lost, impaired or affected by this ordinance.


SECTION 43 - SEVERABILITY:

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or portion of this Ordinance shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining section, subsection, sentence, clause, phrase, or portion of this ordinance.

SECTION 44 - EFFECTIVE DATE:

WHEREFORE, this Ordinance No. 16 having been duly considered and voted upon by the Board of Directors of the Eureka Fire Protection District of St. Louis and Jefferson Counties, Missouri, the ordinance was enacted and approved as an ordinance of the District on the 9 day of June, 1992, to become effective as provided by law.

EUREKA FIRE PROTECTION DISTRICT
OF ST. LOUIS AND JEFFERSON COUNTIES, MISSOURI



Francis B. Oberkramer, Chairman
Board of Directors

Attest:




Nick A. Sacco, Secretary
Board of Directors

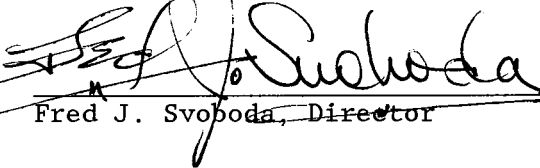
(SEAL)



Francis B. Oberkramer, Director (voted aye)



Nick A. Sacco, Director (voted aye)



Fred J. Svoboda, Director (voted aye)

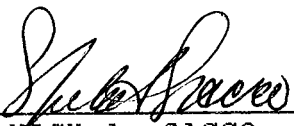
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

CERTIFICATION OF ORDINANCE

I, NICK A. SACCO, Secretary of the Board of Directors of the Eureka Fire Protection District of St. Louis County and Jefferson County, Missouri, do hereby CERTIFY that the attached ORDINANCE No. 16 constitutes a full, true, and complete copy of said Ordinance as adopted by the Board of Directors at a meeting held on the 9 day of JUNE, 1992, as spread upon the records of the Eureka Fire Protection District.

I do further certify that prior to the execution of this certification, the said proceedings have been spread at length upon the permanent records of said District where they now appear and remain.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Eureka Fire Protection District of St. Louis County and Jefferson County, Missouri, this 9 day of JUNE, 1992.



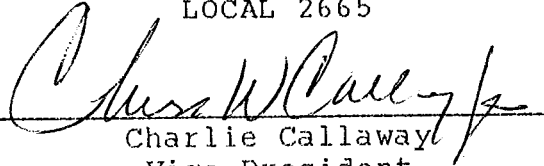
NICK A. SACCO, Secretary
Board of Directors
Eureka Fire Protection District

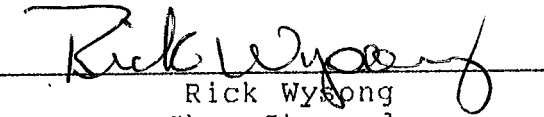
(SEAL)

ADOPTION OF ORDINANCE

The undersigned approve and adopt Ordinance No. 16,
of the Eureka Fire Protection District of St. Louis and Jefferson
Counties, this 10 day of June, 1992.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 2665


Charlie Callaway
Vice President
Local 2665


Rick Wysong
Shop Steward
Local 2665