

RESOLUTION NO.2426-22

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A FIVE-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1211, THROUGH JUNE 30, 2027

WHEREAS, the International Association of Firefighters (IAFF), Local 1211 desires a Collective Bargaining Agreement with the City, and

WHEREAS, representatives of IAFF Local 1211 communicated with representatives of the city about working conditions and potential contractual terms and brought forth herein the attached Collective Bargaining Agreement.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL, MISSOURI:

SECTION ONE: The Mayor is hereby authorized to execute the attached five-year Collective Bargaining Agreement with the IAFF Local 1211, effective August 16, 2022.

SECTION TWO: This Resolution shall become effective immediately upon its adoption.

ADOPTED this 16th day of August, 2022.

APPROVED this 16th day of August, 2022.



James R. Hark, Mayor

ATTEST:



Angelica N. Zerbonia, MRCC, CMO – City Clerk

"I hereby certify that this is a true and exact copy of the document."



City Clerk



2426-22

Hannibal Fire Department

Office of Fire Chief Ryan Neisen

2333 Palmyra Road • Hannibal, MO 63401

Phone: 573 221-0657 • Fax: 573 221-2431 • E-Mail: rneisen@hannibalfire.com

MEMORANDUM

Date: August 9, 2022

To: Mayor, City Manager and Council Members

From: Ryan Neisen, Fire Chief

Subject: Resolution Approving Union Agreement with I.A.F.F. Local 1211

CC:

The city's previous Collective Bargaining Agreement with the International Association of Fire Fighters Local 1211, ran from July 1, 2017 through June 30, 2022. In the past few months Union representatives Will Baker, Steve Meyer, Justin Sanders, City Manager Lisa Peck, Deputy Chief Dane Riefesel and I met several times to discuss the agreement. The conversations were cordial and productive each time we met. We worked through any minor issues to come to common ground that all parties are satisfied with, concluding with a new 5-year agreement.

Several of the articles were modified to clear up language and intent of the article but no major changes were implemented. Only two items were changed with financial impact to the city:

1. Article 16 – Holiday Pay – The holiday rate pay was raised from \$85.00 to \$100.00 per holiday. The rate has not been raised since 2009.
2. Article 20 – Station Equipment – The cost for cable is raised from \$1600.00 per year to \$2000.00. This reflects the increase in cost over the past 5 years.

I would like to thank all parties involved for their willingness to work together to reach the common goal of a fair, rewarding, and enjoyable workplace.

Staff recommends approval of the Resolution Enacting the Collective Bargaining Agreement

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Amelia D. Taylor
City Clerk

PREAMBLE

This collective bargaining agreement is between the City of Hannibal hereafter referred to as the "Employer", and the Hannibal Fire Fighters Local 1211 of the International Association of Fire Fighters hereafter referred to as the "Union" and shall be as follows:

It is the purpose of this agreement to achieve and maintain harmonious relations between the employer and employees and their 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 for the members of the Union. This document shall supersede all general policies and or rules and regulations. Any situation not covered by this agreement shall be covered by the employee manual or other written departmental directives.

Further, the Employer agrees to enact into law this Collective Bargaining Agreement, and all subsequent language or verbiage agreed to by the Employer and the Union, by enacting an ordinance incorporating the agreements contained in this Collective Bargaining Agreement, thereby making these agreements binding on all parties.

The members of the bargaining unit are entitled to "Due Process".

RECOGNITION

Article 1

The employer recognizes the union as the exclusive bargaining agent for all employees of the Hannibal Fire Department holding the rank of Assistant Chief or below.

DISCRIMINATION

Article 2

The Employer agrees not to discriminate against any employee for activity on behalf of, or membership in the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, age, religion or sex.

PAYROLL DEDUCTION OF UNION DUES

Article 3

A current employee in the Fire Department and any new employee of the Fire Department, may execute a payroll deduction authorization form as furnished by the Union, and thereby may become and remain a member in good standing in the union as it pertains to current Missouri Law. This provision shall not be construed as requiring any employee to become, remain, or refrain from becoming a member of the Union as a condition or continuation of employment.

The Union shall indemnify and hold harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any discharge action resulting from this provision.

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Shirley S. Reynolds
City Clerk

USE OF CITY FACILITIES AND POLITICAL ACTIVITY

Article 4

One official of the Union or his/her delegate may be granted time to perform functions on behalf of the Union, including attending workshops and/or seminars and/or conventions, without loss of pay; manpower permitting, and at the discretion of the Fire Chief. Such discretion shall not be used arbitrarily.

The Union shall be permitted to maintain one bulletin board at Hannibal fire stations to be used exclusively for business of the Union. The Union may use fire department office equipment, facilities, meeting rooms, and other department property for the purpose of conducting meetings; however, no such equipment shall be used for any political activity; including candidate endorsements, assistance to any candidate for public office, involvement in local referendum issues, or other communications of a political nature that could impact the outcome of an election.

No City equipment, including computers, e-mails, photocopiers, fax machines, or other equipment, shall be used for preparation of documents or communications of a political nature, as previously described under the Article. Facilities may be used for discussions and voting.

The union shall make use of the fire station with regard to Union meetings. The outstations shall be allowed to move to station 1 to conduct union meetings. No such meeting shall interfere with emergency response.

These prohibitions have no punitive intent; rather, they are intended to ensure that City facilities and equipment are not used for political activity.

UNION REPRESENTATION

Article 5

An employee has the right to Union representation upon request. Information to be posted at respective stations

PREVAILING RIGHTS

Article 6

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement. No right, privilege working condition, rule or regulation shall be changed for arbitrary or retaliatory reasons.

SENIORITY

Article 7

Seniority for benefits common to all Fire Department employees (e.g., vacation, sick time, etc.) shall be determined by the length of continuous service with the City. For all other benefits within the Department applicable to employees in the bargaining unit (e.g., vacation selection, promotions, pay, etc.) seniority will be determined by the length of continuous service with the Fire Department.

“Time in rank” seniority shall be determined by the date which employees were promoted to their current position.

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Meghan J. Gubner
City Clerk

HOURS OF DUTY

Article 8

The hours of duty for each shift shall be from 0700 hours to 0700 hours. Tours of duty shall be twenty-four (24) hours on duty, with forty-eight (48) consecutive hours off duty, except in case of emergency call-in, or filling vacancies due to sick leave, vacations and compensatory time off. Work day shall be consistent with current department practices. In the event of a crew change due to promotion, staffing, or new hire there shall be a minimum of forty-eight (48) consecutive hours off duty, prior to members joining the new crew, or properly compensated.

Any assignment, such as public relations/ community service programs, outside the normal working hours, shall be submitted to the respective shift representative at least one (1) shift in advance. These activities will also be emailed to the shift and placed on the company webpage.

PERSONNEL REDUCTION

Article 9

In case of personnel reduction, the employee to be laid off first will be selected according to seniority. Seniority will be established by the employee's starting date with the Fire Department. The employee with the most recent starting date shall be considered the least senior employee. The least senior employee will be the first laid off, and so on. All employees will be included in this seniority list regardless of rank or position.

No new employees shall be hired until all laid off employees have been given the opportunity to return to work. The employer shall call back the most senior laid off employee first and then proceed to call back the other laid off employees based on their department seniority. All call back notifications shall be by certified, return receipt mail in addition to contact by telephone.

GRIEVANCE PROCEDURE

Article 10

Discipline and Discharge

It is agreed that the Employer has the right to discipline or discharge an employee, but only upon a showing of just cause. Disciplinary matters shall be subject to the grievance procedures as outlined in this Agreement, which shall include binding arbitration.

Discipline and discharge must be founded upon a showing of just cause. The members of the bargaining unit are entitled to Due Process. The term "Discipline" includes reprimands, suspensions with or without pay, reductions in rank and dismissals.

Disciplinary action will follow the most current employee manual.

The Fire Chief shall notify the employee and the Union if requested by the employee, the charges against the employee, and shall make the charges available at least three days prior to the hearing. The Fire Chief agrees to forward a written copy of their decision to the union representative within seven (7) calendar days.

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Angela S. [Signature]
City Clerk

During the term of this agreement, all notices of discipline placed in an employee's file shall be signed and dated by the employee, with the employee receiving a copy of the said document. Refusal to sign by the employee does not negate the employee from receiving the notice.

Grievance

A grievance is a dispute over the terms of this Agreement as it affects the hours, wages, or any other conditions of employment regarding the contents or interpretations of this Agreement, department rules and regulations, safety issues, and general personnel policies.

A grievance may be filed by an individual employee or as the Union acting on behalf of all members.

The grievance procedure shall be filed within a reasonable period of time but as close to incident as practical.

Step 1: The employee concerned shall complete the grievance form {Appendix C} and submit it to his union representative or supervisor. The grievance shall follow the steps outlined on the grievance form or can be stopped at any level if the employee feels the problem has been corrected to his satisfaction. Due to potential private information contained in any grievance, the employee may choose to bypass the grievance committee and forward the grievance in accordance with the remainder of Appendix C. Each step of the grievance shall be handled as expeditiously as possible and forwarded as necessary. All decisions shall be in writing. If the Fire chief is unavailable, the Acting Chief shall handle the grievance.

Step 2: If the grievance is not settled at Step 1, the grievance shall be submitted to the City Manager within seven (7) calendar days, which shall hold a hearing/meeting and render a decision at the earliest possible date that works best for all parties involved.

Step 3: If the grievance is not settled at Step 2, a request shall be made within seven (7) calendar days to submit the grievance to the Full Council for their review. A hearing shall be scheduled with all parties involved and shall have the opportunity to present evidence, examine and cross-examine witnesses and argue the issue(s). The council shall render a decision at the hearing. The hearing shall be conducted within thirty (30) days of the request.

Step 4: If the grievance is not settled at step 3, the grievance may be submitted to arbitration if the union meets the following considerations. The union has fourteen calendar days to request the arbitration. The arbitration request shall be submitted to the IAFF Local 1211 Executive Board and signed by the Local President or his representative.

If arbitration is timely requested, the parties shall then attempt to agree upon an Arbitrator. If they fail to do so within fourteen (14) calendar days, the Federal Mediation and Conciliation Service shall be requested to submit a panel of seven (7) Arbitrators from which the Parties shall alternatively (UNION shall first strike three (3) names and the Employer shall then) strike three (3) names. The sole remaining Arbitrator shall hear the case. Each party will be allowed to reject up to one panel.

The Arbitrator shall conduct a hearing, with dispatch, for the purpose of hearing evidence and legal arguments relevant to the subject of the dispute. Both the Employer and the UNION shall have the opportunity at the hearing to present evidence, examine and cross-examine witnesses and argue the issue(s). Briefs shall be allowed. Either party can request a transcript of the hearing.

The Arbitrator shall issue his findings and decision to the parties as soon as practicable after the hearing and in no event later than 45 days from receipt of any briefs. The party of whom the arbitrator rules against shall be responsible for all costs. The decision of the arbitrator shall be final and binding.

Step 5: After the decision of the Arbitrator, if it is contrary to the position of the Full Council in Step 3, the Union and the Administration shall meet as soon as practical to implement the decision of the Arbitrator.

The time limits set out in this Article can be changed by mutual consent of the parties to the Agreement.

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Stephanie S. Johnson
City Clerk

FUNERAL LEAVE

Article 11

In the event of a death in the immediate family of an employee, the employee shall be granted one (1) shift off without loss of pay. Immediate family shall be defined as a spouse, father, mother, daughter, son, brother, sister, grandparent, grandchild, spouses, betrothed fiancées like kind, *aunt, uncle, niece, nephew*, of the employee or their spouse. An employee requested to serve as a pall bearer shall be granted reasonable time off without loss of pay not to exceed twelve (12) hours per incident.

SICK LEAVE

Article 12

Accumulation of sick leave credit shall begin with the completion of the first calendar month after employment. Employees accrue eight (8) hours of sick time each month, with the exception of Fire Department employees on 24- hour shifts who accrue twelve (12) hours of sick time per month. All sick time will be charged in accordance with the employee manual in effect.

Sick time may be carried over and accumulated from year to year. The maximum amount of sick time that an employee can accrue is 1,440 hours if that employee was hired after 7/1/1996. If the employee was hired before 7/1/1996, there is no limit on the amount of accumulated sick time.

Employees who give proper notice upon resignation or retirement or are permanently laid off due to a reduction in force and have more than five years of service will be paid for accrued sick time up to the maximum number allowed by the following policy.

If you were hired before 7/1/1996, you will be paid full value of all sick time accumulated up to a maximum of 1152 hours.

If you were hired after 7/1/1996, you will be paid 50% value of all sick time accumulated, up to a maximum of 1440 sick hours accumulated. If a person has accumulated 1440 hours or more, they would be paid 50% of 1440 hours which equals 720 hours of pay.

COMPASSION LEAVE

Article 13

If an employee or a member of his immediate family is sick, but does not have any other sick days, vacation days, personal days, or comp time available, the sick employee may use the accrued sick days of another employee if the other employee wishes to do so. An employee may only give up to 50% of his/her accrued sick days per year to other employees. Once the days are given, they are not to be repaid. Compassion leave can be donated in one hour increments.

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Angela N. Sproul
City Clerk

SAVINGS CLAUSE

Article 14

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

PERSONAL DAY

Article 15

All 24-hour shift personnel covered by this agreement are entitled to two (2) twenty-four (24) hour days off, for a total of 48 hours with pay per year. This time may be used in increments of no less than four (4) hours at a time.

HOLIDAY PAY

Article 16

In addition to the established wage rates the Employer shall pay a holiday rate for thirteen (13) holidays per year at the rate of \$100.00 per holiday payable in a lump sum payment to be paid on the first pay period of June. The holidays include: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve., and Christmas Day.

TIME OFF/ MANPOWER

Article 17

Full staffing at the Hannibal Fire Department shall consist of three (3) twelve (12) man crews and five (5) administration personnel which includes one (1) civilian employee.

Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient firefighter shift personnel shall be available to provide a minimum of 8 firefighters on duty (four (4) at Station 1, two (2) at Station 2 and 3 each).

Four (4) shift personnel shall be allowed off duty at any one time. This assumes a full twelve (12) man crew. All shift personnel must have time off approved by Asst. Chief or acting Asst. Chief. Employees will have time off approved as long as projected minimum staffing is still intact and given a response to time off approval within 3 calendar days of submission. Time off will be approved at a first come, first serve basis. All time off is equal. Any combination of time off can be granted. Once time off of four (4) hours or more is approved, a manpower shortage cannot change the approval. On request of less than four (4) hours, if a manpower shortage occurs, the vacancy will try to be filled utilizing the call-in list. If no one voluntarily fills the vacancy then your time off is cancelled or other arrangements made. If your time off request requires a call in of off duty personnel than the full amount of the requested time off shall be taken

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Shirley H. Spitzer
City Clerk

Personnel who miss a shift due to training or other fire department related duties, will count against minimum staffing. The administration will notify that member's Asst. Chief in writing as soon as possible. If this causes the shift to go below the minimum number of staffing eight (8), a call in of another firefighter will be necessary.

Earned comp clause – If a shift is at minimum manpower and an employee wants to take the shift off, the employee is able to REQUEST earned comp. The earned comp opening will be offered to employees consistent to current overtime. If the earned comp opening is filled and accepted, 36 hours of comp will be removed from the comp bank of the member taking off and 36 hours will be added to the comp bank of the member who accepts. Earned comp must be requested two (2) shifts prior to date requested. Cancellation of earned comp must be requested one (1) shift prior to date requested. Earned comp cannot be canceled if it has already been accepted. *Unless minimum staffing permits (in the event of a cancellation by another member having previously scheduled time off) this time is allowed to be changed to Personal or vacation time. If no one accepts the earned comp position, the member is not allowed to take off.

VACATION TIME

Article 18

After your Introductory Period, the amount of paid vacation you are eligible to use for the remainder of that calendar year will depend on what month your Introductory Period ends. If your Introductory Period finishes in January- March you will get 4 (24 hour) vacation days to use during the remainder of that calendar year. April-June you will get 3 (24 hour) vacation days. July- September you will get 2 (24 hour) vacation days. October-November you will get 1 (24 hour) vacation day. If your Introductory Period ends in December no paid vacation will be granted to use during the remainder of the current calendar year.

Vacation time in Subsequent Years

- 1 to 4 years you are eligible for 5 (24 hour) vacation days
- 5 to 11 years you are eligible for 7 (24 hour) vacation days
- 12 to 19 years you are eligible for 10 (24 hour) vacation days
- 20 years or more you are eligible for 12 (24 hour) vacation days

As defined by employee manual.

Vacation picks will be done as currently with senior member of shift picking first and following the seniority order through shift. If a member is moved to another shift (including promotion) he/she shall be allowed to pick vacation and any previously approved vacation time will be accommodated regardless of manpower. Up to three (3) days excluding holidays, unless adequate staffing allows the accommodation with no forced overtime) If a member request to transfer to another crew, that member must pick vacation as manpower allows. The members must have their vacation requests to their supervisor within two weeks of moving shifts.

The following apply;

1. On your first pick you may pick through your Kelly day. You must pick 24-hour consecutive days.
2. On your second pick, you may schedule 24-hour nonconsecutive days.
3. If you drop or change a vacation day, or convert to a ½ vacation day it must be done in writing at least one shift in advance, regardless of manpower/staffing.
4. If someone is on Kelly day, you may have three (3) additional scheduled vacation picks. If there is no one on Kelly, you may have four (4) on vacation with an annual pick

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Christine S. Johnson
City Clerk

5. If a member chooses to do so he/she may pass on annual vacation picks and carry vacation days to be used where available throughout the year given minimum staffing. If this option is chosen, employees run the risk of losing vacation time.

If an employee has any unused vacation at the end of the calendar year, he/she may carry up to 5 (24) hour vacation days into the next calendar year. Employees must use 2 of the days carried before April of the following year.

After the probationary period any additional earned vacation time will be awarded on the employee's anniversary date.

OVERTIME PAY

Article 19

In the event that a need for overtime shall occur in the Fire Department because of emergency, sickness, or other unforeseen conditions, overtime compensation shall be computed at one and one half (1 ½) times the hourly wage based on eighty (80) hour pay periods for any time worked in excess of twenty-four (24) hours worked in a seventy-two (72) hour period. A call back shall be a minimum of two (2) hours of pay. Any partial hour will count as compensatory time at the same rate, with the agreement of the Employer and Employee. Compensatory time must be taken at half (1/2) hour minimum each time taken at the discretion of the Chief. Any compensation time over the forty-eight (48)-hour bank must be used within 60 days or will be paid out.

KELLY DAYS

Article 20

The average work week for employees assigned to twenty-four (24) hour shifts shall be reduced to an annual weekly average of fifty-three (53) hours by scheduling employees off on a "Kelly Day" every eighteen (18) work shifts. The parties recognize this practice eliminates any FLSA liability for the employer in regards to normal work schedule.

Firefighters attending training, seminars, classes, etc. required by the department shall receive compensatory time for any lost "Kelly Day" hours.

Firefighters requesting to attend training, seminars, classes, etc., not required by the department shall be compensated in accordance with department policy for their "Kelly Day".

Exchanging Kelly Days

"Kelly Days" may be traded between employees assigned to the same shift according to same department guidelines currently established. Such trades are voluntary between employees and shall be considered a duty trade for purpose of FLSA overtime. No FLSA liability shall be created. Repayment of the time traded shall be the sole responsibility of the employee.

FLSA COMPLIANCE

Article 21

Refer to article 21 for overtime pay compliance.

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City Clerk

CLOTHING ALLOWANCE

Article 22

Each employee shall receive a clothing allowance payable on the first pay period in July. The rate of allowance for each member covered by this agreement shall be five hundred fifty (\$550) dollars per year in addition to wages herein provided. In addition to the above uniform allowance, each new member shall receive the sum of two hundred fifty (\$250) dollars to be used as a uniform allowance upon his/her assumption of duties. If Class A uniform is required a one-time additional clothing allowance of three hundred (\$300) shall be given.

LIFE INSURANCE

Article 23

The employer shall provide \$20,000 life insurance coverage for all employees of the City. The employer shall provide a supplemental \$30,000 life insurance policy for members covered by this agreement. The total life insurance coverage shall be \$50,000.

HEALTH/ DENTAL INSURANCE

Article 24

The Employer agrees to provide the entire cost of health and dental insurance for each individual employee. The cost share of dental insurance for dependent/ spouse coverage shall stay the same. For other insurance coverage, the following shall apply:

Employees hired before July 1, 2011

The employer agrees to pay 65% for dependent/spouse coverage for all members employed at the date of this agreement's implementation.

If an employee retires the employer agrees to provide health and dental insurance for the employee. The employer will continue to pay the retired employee's entire cost of individual health and dental insurance and the current percentage of the health and dental insurance for dependent/spouse for a period of five (5) years.

Employees hired after July 1, 2011

The employer agrees to pay 50% for dependent/spouse coverage for all employees hired after the date of this agreement's implementation.

If an employee retires the employer agrees to provide health and dental insurance for the employee. The employer will continue to pay the retired employee's entire cost of individual health and dental insurance and the current percentage of the health and dental insurance for dependent/spouse for a period of three (3) years.

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EMPLOYEE ASSISTANCE PROGRAM

Article 25

The Employer agrees to provide an Employee Assistance Program for all employees to utilize in a confidential manner. The E.A.P. shall provide at a minimum, services designed to assist employees in the areas of drug and alcohol addiction, gambling, psychological, family, and financial problems.

WORKING OUT OF CLASSIFICATION

Article 26

Any Employee who accepts responsibilities and carries out the duties of a position or rank above that which he/she holds, shall be paid at a rate of 8% additional (current rate for promotion) while so acting. This shall be paid for every 12 hours worked out of classification in a 24-hour period.

CONTRACTING OUT

Article 27

The City agrees that fire suppression functions shall not be contracted out to private fire companies; additionally, the City shall not employ any part-time fire suppression employees.

MANAGEMENT RIGHTS

Article 28

Except as limited by other articles of this Agreement or supplemental agreements, the City shall have the exclusive right to manage the business and direct the employees. These rights include, but are not limited to, the right to plan, budget, direct, and control operations; to determine the operation or service to be performed by the employees of the department; to adopt rules of conduct; to hire, promote, transfer, suspend, discipline or discharge for just cause. **The city has the ultimate responsibility to determine the number of employees needed, however the City of Hannibal currently does not meet the NFPA Standard 1710 which recommends staffing levels for fire departments and that any further reduction of personnel has the potential to jeopardize the safety of the citizens of Hannibal and the remaining fire department workforce.** In the event of an emergency, as determined by the Fire Chief, the City reserves the right to deploy personnel as deemed necessary. This deployment shall be within the scope of normal job-related duties and/or functions for HFD members.

RULES AND REGULATIONS

Article 29

The union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that the interpretation of department rules and regulations which affect working conditions and performance shall be subject to grievance procedure. Any rules not covered in this manual; refer to the City of Hannibal policy manual and/or departmental written directives.

PERSONNEL FILE

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Angela S. Gorman
City Clerk

Article 30

If any written notice of discipline or warning is to become part of the personnel file for any employee, said employee and the Union shall be notified. The employee shall have the right to read and sign said notice before it becomes part of his/her personnel file. The employee may put a written rebuttal in the file to be attached to the notice or warning. The employee shall have the right to be accompanied and represented by the Union at said signing. Employees shall have the right to access his/her personnel file during normal business hours.

TRAINING/ NON-EMERGENCY WORK

Article 31

It is important that firefighters be physically prepared when responding to calls for emergency services. Given the nature of firefighting, the weight of personal protective equipment, the physical duress that occurs during live firefighting operations, and need to assure public and personal safety, both the city and the union wish to avoid non-emergency assignments or situations that may result in undue fatigue or physical exhaustion to firefighters. Therefore, rules regarding non-emergency work or training in both hot and cold weather conditions must be closely monitored and regulated.

Any major working incident may be considered training for the day. No outside training, (including bay) shall take place if the heat index is over ninety (90) degrees, or under thirty-five (35) degrees Fahrenheit, or during adverse weather conditions, such as rain, snow, or high winds. Special training programs (ex. outside instructors doing training) may cause a need to deviate from the aforementioned times. In that event the Chief or Deputy Chief shall contact a union officer or shift steward to address the conflict. Fridays shall be utilized for truck day and truck equipment maintenance.

Any strenuous or physically exhausting non-emergency duties shall not be performed under the above-mentioned extreme weather conditions, unless they are to be performed in a climate-controlled environment. This will not prevent employees from checking out assigned equipment at shift change, or from placing equipment back in service after a call or from performing business inspections.

MILITARY LEAVE

Article 32

To coincide with all Federal and State laws.

JURY DUTY

Article 33

The Employer agrees that all employees called for jury duty shall receive their regular daily rate of pay for each day they are absent for this duty. The employee will notify the Chief or Deputy Chief within forty-eight (48) hours of receiving notification of jury duty. Employees shall return to work after being released by the court with documentation of the date and times held for jury duty. Employees must turn in jury duty compensation check to the city to receive jury duty pay from the city.

The Employer shall not apply this provision to an Employee whose time in court falls upon a time he/she was not scheduled to work.

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City Clerk

SALARIES

Article 34

The salary schedule is set out and attached as Appendix A, which shall form part of and be subject to all the provisions of this agreement. Payday shall be consistent with City practice.

PROBATION

Article 35

All new employees shall serve a probationary period with the Fire Department of twelve (12) calendar months. Their salaries shall be set as described in Article 34 and Appendix A.

Management reserves the right to terminate probationary employees without cause; otherwise, probationary employees are entitled to the benefits reflected in this working agreement.

Management also reserves the right to extend the probation period

Probationary firefighters shall receive a minimum of eighty (80) documented hours of training before being placed on a crew, counting toward minimum staffing. The training shall follow a standardized check-off list to ensure a consistent level of minimum training with the department Training Officer being the primary instructor. On duty crews can assist with the training as needed. This time can be extended as needed to complete the introductory training.

Upon promotion to the next rank, the employee will complete a one-year probationary period in that rank. Management reserves the right to demote the employee to the previously held rank only with proper cause.

DEPARTMENT VACANCY

Article 36

Vacancies occur on the date of termination. All vacancies covered by this agreement shall be filled within five (5) days from the current promotion list. If no current promotion list is in effect, tests will be ordered within a reasonable period and will begin no less than thirty (30) days of vacancy or the notice of vacancy and testing completed within forty-five (45) days of vacancy or notice of vacancy. Promotion will be made after test results are in. If promotion is declined, declining members shall be moved to the bottom of the list.

SUPPLIES

Article 37

The Employer agrees to let employees obtain supplies and/or food while on duty. All units and personnel must remain in full radio contact at all times. Prior approval from station officer is required.

EDUCATIONAL DIFFERENTIAL

Article 38

Registration fees for attendance at any school, seminar, or conference require approval by the Chief, provided adequate funds were budgeted for such training.

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is a true and exact copy of the C.C.
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[Signature]
City Clerk

The following expenses for approved travel shall be reimbursed according to established allowances or actual cost when accompanied by receipts or other documentation as required and appropriate:

Direct travel includes air, bus, train and taxi fares.

Direct travel by personal vehicle at the established rate per mile, with Chief approval.

Overnight lodging

Meals and tips per City allowance

Other reasonable and related expenses as approved by the Fire Chief

If an employee takes an out-of-town class, the employee will be paid overtime for time spent in class on "off shift" days including travel time. For "on-shift" days, that individual will be paid normal pay.

INFECTIOUS DISEASE

Article 39

The Employer agrees to provide training and equipment to assist in recognizing and/or preventing the communication of HIV, Hepatitis, Tuberculosis, and other infectious diseases.

The employer and the Union shall work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job exposures of bodily fluids, used needles or other possible sources of infection.

The Employer shall provide immunization for Hepatitis A and B, Tetanus, and Influenza. The cost of the immunizations shall be paid by the Employer. The Employer shall provide annual Tuberculosis screening for all employees.

STATION EQUIPMENT

Article 40

The Employer agrees to supply and maintain the following at each engine house:

Refrigerator, Stove, Microwave, Kitchen Table and Chairs, Chairs for lounge, one per employee on shift, Beds, Wall locker, one (1) color television for each station, one (1) VCR/DVD player for each station (which will also be used for training purposes), One (1) coffee maker at each station.

Large fans or similar equipment will be supplied for working in the bays.

A washer and dryer will be provided at all 3 stations. This will be for such things as employees washing their duty clothes after a fire, or after contamination (bodily fluids on themselves during an EMS call). This allows employees to minimize the risk of cancers and protect against possible infectious diseases. This will be in addition to the Gear Extractor that is located at Station-3. Employees of the fire department to assist with the installation of this equipment.

Employees shall be allowed to place personal padlocks on lockers. Locks will not be removed without the employee and/or Union officer present.

The cost for the rental of cable boxes will be paid by the city at all locations in all three (3) stations. The cost shall not exceed \$2000 per year.

"I hereby certify that this is a true and exact copy of the document."

Chloe D. Byrne
City Clerk

ASSIGNMENT DURING DISABILITY

Article 41

Any HFD personnel covered by this agreement that gets injured may be subject to light duty, provided the City's workers compensation physician clears the employee for certain light duty functions. If light duty is approved, HFD members will perform light duty with the HFD only. Members serving on light duty will not count against minimum staffing.

If a non-work-related injury is sustained, the employee may choose light duty or may utilize his/her sick time.

HEALTH AND SAFETY COMMITTEE

Article 42

Both the Employer and the Union agree to ensure the safest work environment possible. To ensure that this mission is accomplished, a joint Health and Safety Committee shall be established, consisting of members from the Administration and the Union.

The Committee shall be charged with the responsibility of reviewing topics pertinent to the Department's overall operation, including but not limited to: general physical fitness of all members, adequate physical examinations, vaccinations or immunizations of common known viruses and communicable diseases, workplace safety, training of personnel in firefighter safety, training safety, Facility safety inspections, protective equipment, fire ground safety, mental health counseling services for job related stress and associated illnesses, hearing loss protection, and infection control.

The Committee shall make recommendations to the Fire Chief and to the Union for the planned correction of hazardous conditions or unsafe work methods.

The Committee shall meet a minimum of 4 times a year. 1 representative per crew and 1 member of administration. A statement of minutes shall be provided to the Fire Chief and to the Union after the conclusion of each meeting. Members of the said Committee shall receive compensation for the time spent in the Committee meetings when they are not on duty.

PROMOTIONS

Article 43

Promotions shall be done in accordance with the promotional exam notices attached in Appendix B.

If a portion of the promotion process will take more than one day to complete, or there is an interruption in testing, then the same evaluators will be used for that entire process

Any changes to the promotion process shall be negotiated with the Union. The most current edition of the approved upon books will be used for testing.

PENSION PROVISION

Article 44

"I hereby certify that this is a true and exact copy of the document.
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Cynthia J. [Signature]
City Clerk

All personnel covered by this agreement shall be members of the City of Hannibal Police and Fire Retirement Plan. As such, issues relating to pension deductions, vesting, and overall administration of the retirement plan shall be subject to the provisions stated in the Police and Fire Plan Document.

DURATION OF AGREEMENT

Article 45

This agreement shall be in effect as of July 19, 2022 and remain in full force and effect until June 30, 2027. This contract continues until a new agreement is negotiated by the parties. If an agreement is not reached by October 1st, 2027, then both parties agree to settle any remaining issues through mediation. However, if both parties have made substantial progress and are nearing an agreement, the October 1st deadline for mediation may be extended an additional thirty (30) days if both parties are in agreement. This agreement shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least sixty (60) days prior to the anniversary date that it desires to modify this agreement.

Any newly hired employee hired after June 30, 2027, without a renewed labor agreement in effect, shall be hired in accordance with the City of Hannibal employment guidelines until such time that a new agreement is implemented.

Economic items may be opened on an annual basis and will be discussed a minimum of (90) days prior, and an agreement will be **FINALIZED** a minimum of (30) days prior to passage of the city's budget

CITY OF HANNIBAL

Mayor: 08.16.2022
James Hark Date

[Signature]
attest: Angela T. Epshome
City Clerk

City Manager: 8/26/22
Lisa Peck Date

Lisa Peck

Fire Chief: 8/29/22
Ryan Neisen Date

[Signature]

I.A.F.F. LOCAL 1211

President: 8/29/22
Will Baker Date

Will Baker

Vice-President: 8/29/22
Steve Meyer Date

[Signature]

Secretary/Treasurer: 8/29/22
Sean McHargue Date

[Signature]

"I hereby certify that this is a true and exact copy of the document."
Angela T. Epshome
City Clerk