

LABOR AGREEMENT

BETWEEN

PETTIS COUNTY AMBULANCE DISTRICT

AND

PROFESSIONAL PARAMEDICS AND EMTS OF PETTIS COUNTY
LOCAL 5229, AFFILIATED WITH THE I.A.F.F.

MARCH 1, 2021

TO

DECEMBER 31, 2022

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ARTICLE 1. PREAMBLE

This Agreement has been developed by Local 5229 of the International Association of Fire Fighters, AFL-CIO, herein called the "Union", and the Board of Directors of the Pettis County Ambulance District, herein called the "District." By this Agreement, the Union and the District agree to comply with the provisions herein

In the event of any discrepancies between this Agreement and the Employee Handbook of the District, the Agreement shall be used as the referencing document, and thus shall supersede all policies, standard operating guidelines, or work rules in conflict with the Agreement.

ARTICLE 2. RECOGNITION

In recognition of the Union having been certified by the State of Missouri as the exclusive bargaining representative for all full time operational personnel of the District below the rank of Battalion Chief, it is hereby recognized by the District as the exclusive bargaining agent, to represent all said certified employees in all matters concerning wages, compensation, hours, benefits, terms and conditions of employment, working conditions, and safety issues.

ARTICLE 3. MANAGEMENT'S RIGHTS

The District and the Union agree that the efficiency of District operations requires clear management authority and freedom to make decisions. It is further understood and agreed that this document constitutes the entire Agreement of both parties concerning wages, hours, working conditions and other terms and conditions of employment and that decisions on matters not expressly provided for herein are reserved exclusively to the District. It is also agreed that nothing in this Agreement shall limit the District in the exercise of other functions of management. Except as otherwise specifically addressed or abridged by this Agreement, those management rights and responsibilities herein recognized, but by no means wholly set forth, include the following:

1. the right and discretion to manage and control District property and equipment;
2. the right to maintain order on its premises;
3. the right to alter, rearrange, combine or terminate any part of the District's functions;
4. the right to open or close down base stations;
5. the right to create, modify or change any job classification, department, operation or service;
6. the right to control the movement and interchange of employees and equipment between bases;
7. the right to regulate services to be rendered in the public interest;
8. the right to determine non-bargaining unit services to be contracted out;
9. the right to determine the machinery and equipment necessary to perform the function of the District;
10. the right to determine shifts, hours and work schedules;
11. the right to determine the financial policy;
12. the right to determine the nature and/or character of supervision;

13. the right to determine the extent to which the services of the District are provided by the employees covered by this Agreement;
14. the right to select, direct, and determine the size and make-up of the work force;
15. the right to hire, discharge, lay off, demote, assign, reassign, transfer, discipline, or suspend employees; however, any discharge shall be for just cause.
16. the right to relieve employees from duties because of lack of work;
17. the right to combine and/or eliminate job classifications;
18. the right to determine the number of employees within a given job classification;
19. the right to decide the method of pay and pay periods;
20. the right to set standards for quantity and quality of work;
21. the right to establish and maintain job performance requirements and standards of service;
22. the right to formulate and implement rules and regulations concerning service, job performance, efficiency, cleanliness, safety, and other matters related to working conditions.
23. the right to rehire former employees with a new seniority date; and
24. the right to test and discipline employees for violation of the District's drug and alcohol policy.

It is further agreed that management maintains and retains all managerial rights and is vested solely and exclusively by the District unless said rights are specifically and expressly contracted away by this Agreement; and further, the foregoing description of management's rights shall not be deemed to exclude any other of management's rights not specifically set forth herein.

ARTICLE 4. RULES/REGULATIONS & DISCIPLINE/DISCHARGE

Section 1. All District employees shall comply with the District's Operational Guidelines, all District Rules and Regulations, Practices and Policies/Procedures as they may be promulgated from time to time, including those relating to conduct and work performances and the degree of discipline for violation thereof. In case of any express conflict between this Agreement and the District's Standard Operational Guidelines, Handbook, Standard Operating Procedures, District Rules and Regulations, Practices, and Policies/Procedures (hereinafter referred to collectively as "Operational Guidelines"), this Agreement shall prevail.

Section 2.

A. The Operational Guidelines may be changed by the District; the District may exercise its Management Rights. Should any addition, deletion and/or other change be made in either the Operational Guidelines or in District operations affecting the bargaining unit by the District during the term of this Agreement, the District will discuss the same with representatives of the Union and will endeavor to provide at least thirty (30) days' notice before such changes are implemented.

B. Exceptions to provide 30 days' notice are only allowed in the case of (a) Force Majeure or (b) an emergency situation occurs that requires the District to make such a change. In the case of either (a) or (b), temporary written or oral directives may be issued by the District based on its assessment of need and urgency. Said directives shall not be in existence more than sixty (60) days unless a further extension is agreed to by the Union. While in existence, the parties shall

make a good faith effort to comply with the provisions of Section 2.A. in order to change such temporary directives to an Operational Guideline.

Section 3. Prior to issuing any discipline, the District shall perform a good faith investigation of the relevant facts and circumstances and inform the employee involved of the matter being investigated and allow the employee to respond and provide evidence and information the employee may possess. The investigation will last no longer than thirty (30) calendar days following the initial notice to the employee. If discipline is issued, it shall be subject to the Grievance Procedure hereof. It is agreed that the District shall not issue discipline of any kind in an arbitrary and capricious manner.

ARTICLE 5. OVERTIME / STAFFING / SCHEDULE/OUT OF GRADE ASSIGNMENT

Section 1. Overtime. The District agrees to schedule and begin each shift with a minimum staffing of the following. Six (6) Advanced Life Support transport ambulances staffed with at least one Paramedic and one EMT each, and one battalion chief, a minimum of 13 qualified personnel. If at any time during the shift staffing drops below this minimum level, the District will follow the procedures contained in this Agreement to fill those positions. Exception shall be made for emergency or unforeseen circumstances dropping staffing below a minimum number; the District will make a good faith effort to minimize the shortage when this occurs.

Employees in the bargaining unit requesting overtime shifts shall provide their availability for unscheduled overtime for the next calendar month to the Assistant Chief by 1700 hours on the 15th of the month prior. This is mandatory in order to be scheduled for any available overtime. A schedule shall be published by the 25th of the month, showing the assignments for the upcoming month, unless extenuating circumstances arise.

For unscheduled overtime hours, part time employees may be assigned such time (up to 120 hours in a single month) prior to full time employees. After part time employees are scheduled, available full-time employees shall be scheduled into the remaining shifts. If insufficient full-time employees are available, part time employees may be scheduled and may exceed 120 hours worked in a given month. If a full-time employee is available to work an available overtime shift, that shift may not be cancelled unless minimum staffing is above the minimum level required by this section.

After the month begins, all additional overtime shifts will be offered to full time employees before part time employees; if full time employees put in for a shift and are available, they cannot be denied. If no full-time employees are available and a part time employee is available, the part time employee may be scheduled even when they have reached the 120 hour maximum hours.

Section 2. Working Out of Grade. Opportunities to work out of grade will be awarded by offering the position to qualified employees doing so in the following manner: (1) any temporary vacancy in a position of Battalion Chief shall be assigned to either the Chief or the Assistant Chief at their discretion; or (2) should the Chief or the Assistant Chief not fill the temporary vacancy, it shall be awarded in the following order:

Shift Captain
Other Shifts' Battalion Chief

Other Shifts' Captains
Shift FTO
Other Shifts' FTO.

(3) The District in following the above order shall at all times at its discretion determine qualifications in assigning any given person to fill the temporary vacancy.

ARTICLE 6. GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a Grievance¹ is defined as an individual employee's dispute, claim or complaint solely related to the interpretation or application of specific provisions of this Agreement. Grievances must be filed in the manner outlined herein including compliance with the time limits stated herein.

STEP 1

Employees are required to present any reasonable complaint to the Assistant Chief for review with the intent of handling the matter informally, within fifteen (15) calendar days after the dispute, claim or complaint occurred; in the case of discipline the fifteen (15) calendar day time limit starts with the day the employee is given the applicable discipline. Upon receipt, the Assistant Chief shall review the matter in question and render a decision within fifteen (15) calendar days (extended in the case of unavailability of the Assistant Chief). Should at that point, the person submitting the complaint disagree with the decision of the Assistant Chief, a Grievance may be filed.

STEP 2

In the event that the employee believes he has a Grievance (the Grievance Form is attached as an Exhibit A) and has complied with Step 1 above, he/she may then obtain a Grievance form from a Union Steward. Such form shall be signed and dated by the employee, state the nature of and date the incident in question occurred, the provision(s) of this Agreement on which the Grievance is based, and relief sought.

The employee shall then submit such Grievance to both the Union Shop Steward and the Chief within fifteen (15) calendar days following the date of the Step 2 decision of the Assistant Chief.

Upon receiving the Grievance completed in the manner indicated, the Union shall review and consider the Grievance.

The District and the Union mutually agree to disclose to the other copies of any written report, document, tape or statement related to the incident of the aggrieved which supports the position of that party.

Upon receipt of said Grievance and related material, the District's Chief shall promptly convene a meeting of the parties concerning the Grievance and thereafter render a decision in

¹ The District shall maintain a type of "open door" Policy for dealing with matters of concern that employees may have and which may arise which are unrelated to the interpretation or application of specific provisions of this Agreement (i.e., not a "Grievance").

writing to the Union with a goal of doing so within fifteen (15) calendar days (extended in the case of unavailability of the Chief).

STEP 3

If the Union determines that the response received in Step 2 is unsatisfactory and if and only if the Grievance involves a loss of pay, the Union must notify the District Board of Directors and Chief in writing, via a letter to the District Chief at his business address, within fifteen (15) calendar days.

All information presented to the Board for review must be identical to that previously presented to the Chief, with the addition of the Chief's reply to the Grievance. If, however, new evidence arises between the time of the decision of the Chief and submission to the Board, the discovering party shall present said new evidence immediately upon discovery to the other party and the Grievance shall immediately revert to the prior step of the Grievance Procedure to consider the impact of any said new evidence.

Upon notification by the Union and provided all Steps of the Grievance procedure have been properly and correctly performed, the Chief will contact the Chairman of the Board of Directors who shall decide whether to call a special meeting to discuss the Grievance or to discuss the Grievance at the next regularly scheduled Board Meeting. Any discussion concerning the Grievance by the Board of Directors shall be done in closed session. The employee (grievant) shall be allowed to state his position to the Board and may be accompanied by at least one Union Officer but not more than two, in addition to Union legal counsel.

After reviewing the Grievance, the District Board of Directors shall render the final decision. The Union shall be notified, in writing, by the Chairman of the Board or his designee within fifteen (15) calendar days following the decision. Should the Union deem the Board's response unsatisfactory, they retain the right to pursue any legal remedies available at the time.

STEP 4

Within fifteen (15) calendar days of receipt by the Union of the decision of the Board as described in Step 3 above, and if and only if the grievance concerns a termination, the Union may request arbitration. Any other non-termination grievance process shall be final at Step 3.

Any such termination arbitration request must be in writing, addressed to the Board and marked to the attention of the Chief and received by the Chief within fifteen (15) calendar days of Union's receipt of the Board's Step 3 decision, as described above.

If arbitration is timely requested, the parties shall 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 located within the State of Missouri. The Union will strike the first name and then the parties shall alternate striking every other name until there is one (1) Arbitrator remaining. The sole remaining Arbitrator shall hear the case. Each party will be allowed to reject up to one panel.

All charges made by FMCS for the initial panel and any subsequent panels requested by

either party, as well as the expense of the Arbitrator, including his time, travel and miscellaneous charges and expenses, shall be split by the parties.

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 District 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. A transcript of the hearing shall be made and the cost split between the parties.

The Arbitrator shall have no authority to change, detract from, modify or amend any part of this Agreement by his decision. The standard of "cause" shall be applicable as to whether the employee is guilty or not of the offense alleged. If the District meets that burden, the arbitrator shall have no authority to alter or overrule the termination unless the arbitrator determines the District's decision was arbitrary, capricious or discriminatory. In addition, in no event shall the Arbitrator's decision be retroactive beyond the date of an otherwise timely grievance. 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 the receipt of any briefs. Consistent with the above the Arbitrator's decision shall be final and binding.

Section 2. At any Step of the Grievance procedure as described above, participating representatives of the District and the Union are fully empowered to bind the parties with respect to settlement of that Grievance and only that Grievance. Any settlement shall be in writing with copies provided to all parties within fifteen (15) calendar days. However, no individual settlement shall change, modify or serve as an addition to or detract from this Agreement nor shall such settlement constitute a precedent for future cases, unless specifically stated in writing and signed by the parties.

Section 3. In no event shall any disposition upon any timely-filed written Grievance be made retroactive for any period prior to the date of the occurrence. Any meeting held with respect to Grievances shall be arranged at such times so as not to interfere with District operations and to accommodate the parties.

Section 4. Time limits applicable to the grievance procedure may be extended in writing by mutual agreement of the parties. Extensions of time shall not be unreasonably withheld. No grievance shall fail based solely on the unavailability of the Assistant Chief or Chief.

ARTICLE 7. BENEFICIAL MEETINGS

The District will cooperate in good faith with the UNION to facilitate on duty UNION officers attending District related and approved meetings related to the Labor Agreement and of a mutually beneficial nature; this, however, does not guarantee that on-duty personnel will be able/allowed to attend.

ARTICLE 8. SAVINGS CLAUSE

If any provision of this Agreement shall be rendered or declared invalid by any court or by reason of any existing or subsequent act of legislation, the remaining part or portions of this Agreement shall remain in full force and effect.

ARTICLE 9. STATUTORY POWERS

Nothing in this Agreement should be understood or interpreted as limiting, diminishing or otherwise interfering with the exercise by the Directors of the Pettis County Ambulance District of their statutory powers as provided under the laws of the State of Missouri.

ARTICLE 10. FLSA COMPLIANCE

It is the position of the District and opinion of the Union that the pay system as set forth in this Agreement is in full compliance with applicable Federal Wage and Hour law. Further, the Union represents that it is not aware of any issue or matter of non-compliance as to any item of wages or hours covered by this Agreement or addressed in any manner by any Article herein.

ARTICLE 11. SENIORITY

Section 1. Seniority shall be defined as continuous length of service of a full-time employee with the District, from the date the employee began working as a full-time employee for the District. Seniority of an employee who advances from full time EMT-Basic to full time EMT-Paramedic while employed by the District shall be considered continuous time of service from the date of hire when applied to longevity, vacation and layoff. For any such employee advancing from full time EMT-Basic to full time EMT-Paramedic while employed by the District, date of state paramedic licensure shall be applied instead of hire date for purposes of wages. In case of identical dates of hire, a drawing of names by lot will be the tie-breaker to determine seniority order.

Section 2. Upon entering the unit, employees will be on probation during the first six (6) months of employment. New hire employees have no standing to file a Grievance concerning any discipline or termination during their probationary period. Upon successful completion of the probationary period, unit employees will have a seniority date so designated as the first date of their full-time employment with the District. Upon mutual agreement between the employee and the District, a probationary period may be extended.

After three (3) months, a new employee's skills, interpersonal dynamic and progress with orientation shall be evaluated by the District, in order to accord the employee with specific feedback and assist them in successfully completing the probationary period.

Section 3. Seniority shall be broken by:

- A. resignation;
- B. discharge;
- C. retirement;
- D. absence (other than for military duty as provided by Law) for more than twelve (12) consecutive months;
- E. failure to return to work from a layoff within fourteen (14) days after being notified of recall. Notification of recall shall be by both email and text (it is the obligation of the employee to provide accurate email and text information to the District); or

- F. failure of an employee to report to work from leave of absence on the date specified.

ARTICLE 12. LAYOFF PROCEDURE

Section 1. The District may lay off an employee when it is deemed necessary by reason of shortage of work, funding, change of duties, adjustment of organizational structure or any other reason as determined by the Board. A layoff is not meant to discredit the employee's performance.

Section 2. Layoff and recall of full-time unit employees shall be made by classification and in reverse order of seniority as defined in Article 11, section 1; probationary employees shall be laid-off first. Exceptions may be made in the event special skills are required to maintain adequate service to the public. For layoff purposes, two classifications (Paramedic and EMT) shall be separately utilized. No new full-time employees in a given classification shall be hired until all laid-off employees in the same classification have been given the opportunity to return to work.

Section 3. The District may solicit voluntary layoffs prior to mandatory selection. Individuals who take a voluntary layoff shall be given first opportunity to return to work.

Section 4. In the event the District requires a layoff, it shall so notify the Union and the parties shall promptly meet to discuss the need for a layoff and any possible alternatives prior to layoffs occurring, recognizing that the District shall make the final decision.

Section 5. Employees returning from layoff shall not revert to probationary status (provided they were not in probationary status prior to the layoff) and for purposes of income and benefits they shall have both District and time-in-grade seniority equal to what they had at the time of layoff. Employees may attend ongoing in-house training during the period of layoff to maintain skills and may be required to complete any educational or operational updates upon return.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

It is the continuing policy of the District and the Union to provide equal opportunity in all areas of employment including hiring, promotion, discharge, pay and fringe benefits without regard to union membership, union activity, race, color, national origin, religion, sex, sexual orientation, age, disability or veteran status to its Employees, all in accordance with applicable law.

No Employee and no representative of the District or the Union, no matter his or her title or position, have the authority, expressed actual, apparent or implied, to discriminate against another Employee of the District based upon the above-described protected status.

This Article applies while on the job and during any District-related activity or at any District facility/property.

Any reference to the masculine gender herein shall also include the feminine. Any such use is intended to be non-discriminatory and used for the convenience of the parties in drafting this Agreement.

ARTICLE 14. PROHIBITION AGAINST HARASSMENT

The District does not tolerate harassment in the workplace or during any District-related activity based upon union membership, union activity, race, color, national origin, religion, sex, sexual orientation, age, disability or veteran status. The District provides internal procedures for victims of such harassment to report such harassment and disciplinary penalties for those who commit such harassment. No Employee and no representative of the District or Union, no matter his or her title or position, have the authority, expressed, actual, apparent or implied, to commit or allow such harassment based upon the above-described protected status. This Article applies while on the job and during any District-related activity or at any District facility/property.”

ARTICLE 15. CHECKOFF

The District agrees to deduct Union dues and/or assessments for those employees who voluntarily request in writing that such deductions be made.

The amount deducted will be the monthly amount provided in writing by the Union, as the amount may exist from time to time. The total amount of deductions for a calendar month (payrolls falling in that month) shall be remitted by the 15th of the following month by the District to the Treasurer of the Union to the address provided.

Individual authorizations for dues deductions shall be effective the first day of the month following receipt by the Chief of the authorization provided it is received by the 20th of the previous month, and may be terminated upon and may be terminated upon ten (10) days' notice to the Chief.

In the application or administration of this Article, the Union shall hold the District harmless and indemnify it concerning any claim, charge, grievance, damage, expense or cost.

ARTICLE 16. PATIENT CONFIDENTIALITY

The Union agrees to keep any and all patient information confidential as required by the District as well as under applicable State and Federal Law.

ARTICLE 17. NO STRIKE OR INTERFERENCE WITH WORK ACTIVITIES

Section 1. It is agreed by the Union and each employee in the unit that there shall be no picketing, honoring of picket lines, hand billing, boycotts, sympathy strikes, strikes, sit-downs, slow-downs or work stoppage while on duty with the District.

If any person, employee, or group of employees represented by the Union, or in this Union, should violate the intent of this section, the Union agrees to take immediate affirmative action to prevent and/or end said acts, and take necessary steps to ensure that work activity will be properly and orderly resumed. In such cases, the Union further agrees to promptly notify the District and the involved employee or employees, in writing, of its disapproval of the violation, and through publicity in the leading local newspapers shall denounce said activities. Violation of the provisions of this section shall be grounds for disciplinary action or discharge.

Section 2. Without in any way limiting the generality of Section 1 of this Article, it is understood and agreed that any refusal on the part of any on-duty employee to cross any picket line, at any place, at any time, when it is necessary (necessary does not include non-emergency, non-essential or non-required duties) to cross such picket line in the performance of his duties, as the District in its sole discretion shall direct, shall be deemed a work stoppage and/or slow down, in violation of this Article and Agreement, and the Union shall be liable for damages caused thereby. The District recognizes the employee's right to safety and does not expect said employee to enter an area that is unreasonably confrontational and/or volatile without appropriate protection.

Section 3. It is further expressly understood and agreed that, should any act in violation of the intent of Sections 1 or 2 of this Article occur during the life of this Agreement, the District may seek injunctive or other appropriate equitable relief in a Court of competent jurisdiction. It is further agreed that said Court of competent jurisdiction shall be vested with and have full legal authority and jurisdiction to grant an order for appropriate injunctive and/or other equitable relief to bring an immediate end to any conduct in violation of Sections 1 or 2, any federal or state statute, law or legal interpretation to the contrary notwithstanding.

Section 4. District agrees that it will not voluntarily cause a complete cessation of operations to prevent employees from working in support of the District's bargaining position (i.e. "lockout"). Temporary or permanent shutdowns by the District for economic or other valid reasons or those beyond its control, shall not be considered a "lockout".

Section 5. It shall not be considered a violation of Section 1 should a unit employee handbill or picket, if such activity is wholly confined and limited to another employer both as to content and location, completely unrelated and without connection to the District; provided, however, the unit employee may not in any manner, directly or indirectly, indicate or make reference to his employment or association with the District while engaging in such activity nor wear any clothing which designates or pertains to or is recognizable as that of this District.

ARTICLE 17A. PROHIBITION ON ELECTIONEERING

The Union, for and on behalf of each employee in the unit, hereby agrees and understands that the prohibitions of Section 1 of Article #17 include, but are not limited to, a prohibition on electioneering activities for or against a Candidate for the Board of Directors of the District by Pettis County Ambulance District. The enumerated activities immediately below are prohibited only when an employee is on-duty or when an employee is in uniform or otherwise wearing or carrying insignia identifying their affiliation with the District. Electioneering is defined as taking an active part in an election campaign.

“Taking an active part in an election campaign” includes, but is not limited to:

- becoming a Candidate in a Board Election;
- soliciting contributions for a Board election campaign;
- soliciting votes for a Board election campaign;
- riding in caravans for a Board election Candidate;
- attending, addressing, or otherwise participating in rallies or meetings for or against a Board election Candidate;
- public speaking for or against a Board election Candidate;
- appearing in photographs on behalf of a Board Election Candidate while on duty

or in uniform.

The enumerated activities immediately above are prohibited only when an employee is on-duty or when an employee is in uniform or otherwise wearing or carrying insignia identifying their affiliation with the District. If an employee is off-duty and not in uniform or otherwise wearing or carrying insignia identifying their affiliation with the District, the employee is not prohibited from engaging in political activity pursuant to Missouri Revised Statute 67.145. All other political rights and activities afforded citizens by the Constitution of the United States shall be permitted and encouraged.

The prohibition on electioneering by District Unit employees does not apply to officers and agents of the Union if they are not an employee of the District.

The District encourages each unit employee to exercise his or her right as a citizen to cast a vote in District and other elections.

ARTICLE 18. HOURLY EMPLOYEES

All employees below Battalion Chief shall be hourly employees. Hourly employees shall be compensated for all hours worked, hours the employee is present for training, and all hours the employee is acting as an agent of the District. An employee's classification as a full-time or part-time employee may only be changed upon written request of the employee, resignation, or termination.

Section 1. Non-Exempt Forty (40) Hour Employees. The work week for non-exempt forty (40) hour employees shall consist of forty (40) hours weekly. All hours worked over forty (40) hours of work in a payroll week shall be overtime, to be compensated at a rate of one and one half (1 ½) times the employee's regular rate of pay.

All non-exempt forty (40) hour employees will be timed in/out on the next quarter hour for the purposes of calculating pay. For example, if the employee works until 08:10 he/she will be timed out at 08:15 and if he/she works 08:20 he/she shall be timed out at 08:30.

Section 2. Shift Employees. The work period for shift employees shall be forty-eight (48) hours on duty and ninety-six (96) hours off duty, with shift starting and ending at 08:00 hours. All hours worked over forty (40) hours of work in a payroll week shall be overtime to be compensated at a rate of one and one half (1 ½) times the employee(s) regular rate of pay.

All shift employees will be timed in/out on the next quarter hour for the purposes of calculating pay.

ARTICLE 19. SICK LEAVE

Section 1. All full-time employees will accrue sick time at the rate of six (6) hours per pay period, up to six hundred seventy-two (672) hours maximum.

- a. Sick time off will be paid on an hourly basis at the employee's current straight-time rate.

- i. Non-scheduled shifts missed due to illness (e.g. an “extra” shift” picked up by a full-time employee) are not eligible for sick time.

Section 2. Any remaining sick time hours will be forfeited upon departure from the District for any reason.

Section 3. Sick time may not be “cashed in”, and may not be used for time off unless sick, injured, or for immediate family emergencies.

Section 4. Sick leave used on holidays, days adjacent to holidays, days adjacent to approved leave or vacation time may require a written physician’s excuse documenting that the employee was actually seen by the physician and was not able to work that day.

Section 5. After four consecutive 24-hour shifts off, the District shall require a written physician’s excuse documenting that the employee was actually seen by the physician and was not able to work that day. Further, the employee must provide a release from a physician or nurse practitioner indicating the employee is able to return to work. This must be furnished prior to working.

Section 6. Scheduled sick time off (e.g. medical appointments or procedures unavailable on days off) must be approved by Command Staff and is not automatic.

19 A. SICK LEAVE DONATION PROGRAM

Section 1. Purpose. To allow voluntarily assistance for co-workers in critical need of leave due to a serious health condition of the employee or an employee’s immediate family member. “Serious condition” is as defined by the Family and Medical Leave Act.

Section 2. Requirements.

- A. Donated sick time may be used during time normally covered by FMLA, or during an approved leave of absence that would normally be covered by FMLA.
 - a. Sick time hours donated shall be deducted from the recipient’s FMLA leave benefit per the District's FMLA Policy.
- B. Employees must maintain a minimum number of sick leave hours after donating. Staff unable to meet this requirement will not be allowed to donate.
 - b. Sick Leave Minimum Balance After Donation:
 - i. Employees donating sick leave hours must have the following number of sick leave hours available after donation:

Two hundred forty (240) hours

C. Donation hours may not be ‘traded’ for other types of leave.

- D. Donated sick leave will be paid out as regular sick time per District policy.
 - a. The number of donated hours used shall not exceed the recipient’s normally scheduled hours in any pay period.

- E. Employees who donate sick time are not entitled to payback or reciprocation.
- F. Donation of hours is completely voluntary and anonymous; donated hours will not be repaid or returned to any donor.
 - a. Recipients of these donations may grant the EMS Chief permission to inform co-workers of the specific need for donations.
 - b. Administrative and command staff shall ensure employees are not forced or coerced to donate leave.
- G. Requests for additional donated sick leave time must be made to the Chief.
- H. Recipients of donated sick time hours must:
 - a. have no accrued leave available
 - b. be on an approved leave of absence
 - c. not be eligible for other type of paid leave, worker's compensation, or benefits programs
 - d. have applied for Family and Medical Leave (FLMA) including medical verification of a serious health condition;
 - e. have successfully completed the *Orientation & Trial Period*
 - f. not currently be on disciplinary probation or suspension

Section 3. Procedure for Donation.

- A. Donations of less than eight hours will not be accepted.
- B. Donors must submit a completed "Authorization to Donate Sick Leave" form the district Chief.
- C. The Chief must approve all sick leave donation requests, and the District reserves the right to deny any sick leave donation request.
- D. A completed "Authorization to Donate Sick Leave" form is required to donate hours, and must contain the following information:
 - a. Name of the employee for whom the donated leave is intended;
 - b. Number of hours to be donated
 - c. Statement of voluntary and anonymous submission
 - d. Statement accepting that hours will not be returned or repaid to the donor
 - e. Signature fields for the donor and administrative approval
 - f. Administrative section indicating approval or rejection of the request, and administrative documentation of the donor's sick time hours remaining after the donation.

ARTICLE 20. VACATION ACCRUAL

Section 1. Purpose. To provide time off to be used for time away from work for rest, relaxation, travel, handling personal matters, etc.

Section 2. Vacation.

- A. The District provides paid vacations for eligible employees as follows:
 - a. All full-time staff is eligible for vacation annually, beginning one year after their hire date or transition from part-time to full time status.
 - i. Vacation hours must be used within one year from issue, and do not accumulate. Vacation hours may be paid out at the employee’s base pay (non-overtime) rate in lieu of time off.

B. Eligibility Requirements

- a. To be eligible for vacation pay, one must be a full-time employee for one year (365 days). Subsequent vacation days will become available each year on the employee’s date of hire, provided the employee maintains full-time status throughout this time.
- b. Vacation time off will be paid at the employee’s current bi-weekly average rate, including any normally scheduled overtime.
 - i. If an employee is terminated or leaves the District and is owed vacation hours, the hours will be paid at their base rate. Overtime will not be paid for these hours.
- c. Effective January 1, 2022, for each continuous year of full-time employment up to 5 years, staff members will receive 144 hours of vacation time.
- d. Effective January 1, 2022, after 6 continuous years of service see chart below:

YEARS OF SERVICE	HOURS ACCRUED
1-5 YRS	144
6 YRS	172.8
7 YRS	201.6
8 YRS	230.4
9 YRS	259.2
10 YRS AND BEYOND	288

- e. Up to a maximum of two hundred and eighty-eight (288) hours total per year. Command Staff must approve all scheduled vacation time.
- f. The District reserves the right to deny any vacation request which will interfere with operations or adversely affect coverage or staffing requirements.
 - i. Seniority will prevail should vacation scheduling conflicts arise.
- g. Vacation requests must be submitted at a minimum of 30 days prior to requested time off for all EMS operational staff.
- h. Until January 1, 2022, the current vacation accrual system will remain in full force and effect.

ARTICLE 21. HOLIDAYS

Section 1. The following days shall be considered paid holidays:

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans Day
- i. Thanksgiving Day
- j. Christmas Day

Section 2.

A. Holiday pay starts at 0800 on the date of the recognized holiday and concludes at 0800 hours the following day.

B. In addition to their regular wage, operational employees working on the above recognized holidays as defined will receive an additional one-half (1/2) premium time in addition to their regular wage for all hours worked.

Section 3. Holiday pay will be paid out in the pay period in which the holiday occurs.

ARTICLE 22. HEALTH AND WELFARE

Section 1. Procedure.

A. Health / Dental / Life / Vision Insurance

- a. The District shall provide a health/dental/life/vision insurance package for the duration of this Agreement.
- b. The District insurance policies are reviewed annually, effective on January 1. The Union will be given notice as soon as possible of any anticipated changes (in cost and/or coverages) with a goal of doing so ninety (90) days prior to January 1, but recognizing that the insurance carriers control the timing of submitting proposals and coverage/cost details, rather than the District such that these time line goals may be affected thereby. During the term of this Agreement or at the January 1 renewal date, the Local shall have the right to suggest coverage through a carrier obtained by the Local.

Section 2. Eligibility.

A. Full-time employees are eligible to enroll for health, dental, life and vision insurance package sixty (60) days following the date of hire.

B. Employees must comply with the rules and regulations set forth by the District's insurance companies regarding applications for insurance, effective dates, additions, termination, etc.

Section 3. District Healthcare Contribution

A. Hospitalization, major medical and dental plans will be contributed to by the District as follows:

- a. 100% of the premium for the employee,
- b. 100% of the premium for dependent coverage
- c. Spousal coverage is not available if the spouse is employed, the employer provides health insurance and the employer pays at least 50% of the cost thereof.

B. Life insurance will be provided in the amount of \$20,000.00 for each employee.

Section 4. Wellness and Vaccination Programs. If a wellness program is offered by the District, the District shall not have access to the employee's medical records unless written permission is given to the District by the employee.

Any vaccination required as a result of Federal or State government mandate will be provided to employees by the District at no cost to the employee.

Section 5. Exercise Facilities. The District shall provide exercise equipment in designated locations. Employees shall be allowed access to work out facilities while on duty.

Section 6. Work Related Injuries. Job-related injury or sickness shall be handled as established by State law.

ARTICLE 23. RETIREMENT BENEFITS

Section 1. 457(b) Plan. The District shall maintain a retirement investment plan (457(b)) as currently structured for the term of this Agreement.

ARTICLE 24. LEAVE PROVISIONS

Section 1. As of the date of this Agreement, District policies related to special Leave are hereby incorporated into this document by reference and it is agreed the District shall at a minimum provide the following types of Leave for the employees for the term of this Agreement, subject to the provisions of Article 4, Section 2:

FMLA Leave
Personal Leave
Emergency Leave

Funeral Leave
Jury Duty Leave

Military Leave
Witness (Testimony) Leave

ARTICLE 25. WAGES

Section 1. All employees in the Bargaining Unit shall be paid on an hourly basis. Such employees shall be compensated for all hours worked, as defined by the Fair Labor Standards

Act. A Bargaining Unit employee's classification as full time may only be changed to part time upon mutual agreement between the employee and the Chief.

Section 2. Base Pay Rates.

Base pay rates shall increase by four percent (4.0%) effective on January 1, 2021.

Section 3. Raises.

Increases of income due an employee for merit raises (at the discretion of the Chief), promotions, and education incentives shall be given to the employee on their anniversary date of employment or promotion.

Section 6. Additional Pay.

District Stipend(s) Additional Hourly Rates:

- | | |
|------------------------------|--------|
| 1. Field training officer | \$0.80 |
| 2. Supply officer | \$1.20 |
| 3. Fleet Maintenance officer | \$1.20 |
| 4. Equipment Officer | \$0.80 |
| 5. Facilities Manager | \$1.20 |
| 6. Captain | \$1.60 |
| 7. Battalion Chief | \$2.40 |

Upon promotion, stipend will begin on the next pay period. There will be no limit to hourly pay stipends an individual employee may receive.

ARTICLE 26. EDUCATION, LICENSURE AND CETIFICATIONS

The District shall maintain its policy of Education, Licensure and Certifications for the duration of this Agreement.

ARTICLE 27. COMMITTEES

Section 1. Establishment and Purpose.

There shall be a Labor/Management Committee established with representation from the District and the Local. The Committee shall provide a communication avenue for the future direction of the District thereby allowing District and Union leadership to work collaboratively with an exchange of input and proposed ideas for a wide range of District related issues through a forum for free discussion. The District and Local shall appoint their respective representatives to this Committee (no more than 3 each) within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of regular meetings, but no less than quarterly.

In no event shall the Labor/Management Committe have the authority to change, delete or add to any provision of this Agreement.

The Labor/Management Committee may, from time to time, appoint sub-committees or task forces to address specific items or issues of interest to the District.

If any Union committee member is on duty at the time of the meeting, the District shall use its best efforts to coordinate coverage in their absence; that employee will continue to be paid for the time spent in the committee meeting. If off duty, the Union representatives are not paid.

Section 2. Safety Committee. In view of its concern with and commitment to safety issues, the District agrees to maintain a safety committee per an SOP to be drafted. This committee will be comprised of both District and employee representatives. A member of the Union's Executive Board shall serve as co-chair. The Chief shall serve as the other co-chair. The qualifications for participation on the committee shall be determined by mutual agreement of the co-chairs. The Union will encourage employee participation in and input to this committee.

Section 3. Hiring & Promotion Committee. The purpose of this committee is to develop, review and implement standards and guidelines for hiring/promoting personnel. The committee shall focus on the standardization of any written and oral testing, interview, and practical evaluations for eligible candidates. The committee shall also participate in final hiring decisions once qualified applicants for clinical field staff are selected by Command Staff pursuant to an established hiring process. All final hiring/promotion decisions shall be made by the Board, or the Chief as the Board may designate. The Chief will establish a committee and his committee shall include two members of Management; the Union President shall select the two members of the Union to participate on the hiring committee.

Section 4. All standing committees and the Safety Committee and Hiring & Promotion Committee established under this Article shall report to the Labor Management Committee established in Section 1 above.

ARTICLE 28. [Intentionally left blank]

ARTICLE 29. INFORMATION REQUESTS BY UNION

The District shall upon request, provide to the Union information, statistics, and records in its possession and reasonably relevant to the Union's performance of its functions in the negotiation, administration and enforcement of the Agreement and with respect to Board action relating to the District provided such release of information is not restricted by law or is confidential. Such requests by the Union shall be for the purposes named above and shall be made in good faith and shall not be designed to or have the effect of placing undue burden on the District. The Union agrees that such data provided by the District may be in an aggregated format or provided in a format that places the least burden on the District.

ARTICLE 30. MISCELLANEOUS

Section 1. Employees instructed by superior Officer to use their personal vehicle for District business (for example, when necessary to change stations after reporting to duty or transportation to required training or classes) shall be compensated at the then-current rate of reimbursement per mile established by the I.R.S.

Section 2. In the event the District consolidates or merges with another Ambulance District, the parties shall meet and confer as to whether such consolidation/merger constitutes as accretion and, if so, the details thereof as it impacts the Labor Agreement. If the parties cannot agree as to the concept of accretion, either party is free to utilize the procedure then in existence under the Missouri Public Sector Labor Law.

Section 3. The District shall make a good faith effort to equip all District facilities in the same manner, to the following extent: each facility housing shift employees shall be equipped to accommodate twenty-four (24) hour personnel usage, including full kitchen (stove top, oven, microwave, refrigerator, kitchen sink, and dishwasher) in addition to cookware, dishes, and utensils; appropriate and sufficient number of bunk rooms designed to house male and female employees while accommodating privacy; "day room" furniture in good repair and replaced as needed; and making rooms available for privacy for nursing mothers. The District shall furnish all station supplies to use for the proper cleaning of stations and equipment; and in addition, basic toiletries for employees.

Section 4. The Union shall be allowed to use the District's email system to communicate with bargaining unit employees in order to distribute information of interest. Such email communications shall be subject to the District's Handbook and, specifically, the provisions entitled "Computer, Internet & Email Use". The District encourages all bargaining unit employees to utilize personal email for Union business.

ARTICLE 31. DURATION OF AGREEMENT

This Agreement shall be effective on March 1, 2021 and shall remain in full force and effect through December 31, 2022.

Upon sixty (60) days' notice prior to January 1, 2022, either party may reopen this Agreement but only as to the following two items:

- A. Wages
- B. Health & Welfare.

All other terms and conditions of the Labor Agreement will remain in full force and effect.

This Agreement shall automatically be renewed from year to year thereafter, unless either party notifies the other, in writing, at least ninety days prior to the expiration date that it desires to terminate or modify this Agreement. If this Collective Bargaining Agreement is reopened under this paragraph, all provisions of this Labor Agreement shall remain in full force and effect during any such successor negotiations until (a) the parties reach Agreement on a new labor agreement or (b) either party submits its Last, Best & Final Offer to the other.

**PETTIS COUNTY
AMBULANCE DISTRICT**

**PROFESSIONAL PARAMEDICS AND
EMT'S OF PETTIS COUNTY, LOCAL 5229**

Redacted: Signature