CITY OF JOPLIN, MISSOURI

and

JOPLIN PROFESSIONAL FIREFIGHTERS IAFF LOCAL 59

LABOR AGREEMENT

DATED _____

ARTICLE I. Preamble

Section 1.01 Parties
This Agreement has been developed by the Joplin Professional Firefighters IAFF Local 59, herein called the "Local," representing the bargaining unit herein called the "Employees" and the City of Joplin, Missouri, herein called the "City."

Section 1.02 Commitment to Productivity and Efficiency
The City and the Employees shall, in good faith, seek to live up to the City's rules and regulations, and will use their best efforts to protect the property and interests of all citizens and visitors. It is the further intent of the parties that the City be able to secure and sustain productivity per Employee.

Section 1.03 No Strike nor Picketing
The Local shall not organize nor promote strikes, picketing, work slowdowns or any form of refusal to work. Employees shall not engage in strikes, picketing including any refusals to perform services, walkouts, sick-outs, sit-ins, or any other form of interference with the operations of the City or the Fire Department.
The Local acknowledges that any employee who engages in a strike or concerted refusal to work, who pickets over any personal matter related to the operations of the City or Fire Department, shall be subject to immediate termination of employment.

The City agrees that it will not cause a voluntary complete cessation of operations to support the City's bargaining position, commonly called a "lockout," so as to prevent Employees from working. Temporary or permanent shutdowns by the City for economic or other reasons beyond its control shall not be considered "lockouts."

ARTICLE II. Recognition

Section 2.01 Classification of Bargaining Representative
The City hereby voluntarily recognizes the Local as the exclusive bargaining representative for the bargaining unit as follows:
All full-time employees below the rank of Deputy Chief, but specifically excludes Administrative Support Staff, Deputy Chief, and the Fire Chief.

Section 2.02 Added Classification
In the event any new position or job classification is added to the Department with a rank below the Deputy Chief, the City will bargain with the Local regarding whether the new position or job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City and the Local will bargain the duties and wage scale for the new position or job classification.

Section 2.03 Non-Discrimination
The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Local membership status or lawful Local activities, genetic information, marital status, political affiliation, political activity consistent with state law, or membership in any other category or classification that is protected by law.

ARTICLE III. Management Rights

Section 3.01 Management Rights
Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, both directly and as delegated to the Fire Chief, including but not limited to the right to:

1. Determine the mission of the City and the Department;
2. Direct the working Employees;

3. Hire, classify, assign, promote, and transfer Employees;
4. Suspend, demote, discipline, and discharge Employees for just cause;
5. Relieve Employees from duty because of lack of work or other legitimate reasons;
6. Change existing methods, operations, facilities, equipment and type or number of personnel;
7. Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law, after discussion with the Local as provided herein;
8. Assign work to bargaining unit and/or civilian support personnel;
9. Maintain and/or take steps to enhance the efficiency of the operation of the Department; and
10. Take whatever action may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities
The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in good faith and in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights**.**

Section 3.03 Operation of Law
Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

ARTICLE IV. Local Rights

Section 4.01 Local Officials
The Local shall have the right to appoint or elect all officers, stewards, or other officials it wishes to elect. On January 1 of each year, the Local shall provide the Department with a list of employees who shall serve as official Local representatives for that calendar year.

Section 4.02 Designation
The Local may designate a President and Vice President, under selection procedures established by the Local, with whom the City shall primarily communicate on behalf of the Local at the City level. The name of any such President and Vice President shall be certified by the Local to the City, in writing, when said designation is first made, and as any changes to said designation subsequently occur.

Section 4.03 Agreed City/Union Meetings
The Employee elected or appointed by the Local to the position of Local President (or, in the absence of the Local President, the Employee elected or appointed by the Local to the position of Local Vice President) shall, if mutually scheduled and approved by the City and the Local, be allowed reasonable amounts of time off from their on-duty work time to attend mutually scheduled meetings concerning City or Department business and such time shall not be considered work time or require payment of overtime.

Section 4.04 Local Business
Once per year, or under special circumstances with the approval of the Fire Chief, the Local shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Local elections. The Local shall be permitted to hold Local meetings in the Fire Stations with prior approval of the Fire Chief.

Local officers may perform Local business while on duty, with permission from their direct supervisor, so long as Local business does not interfere in any way with performance of the employee's regular job duties, or with

the work of any other on-duty personnel. All Local business performed by off-duty personnel shall be performed at the employee's own discretion and on his or her own time in unpaid status.

Section 4.05 Use of Internal Mail
The Local shall be permitted to use the City's e-mail, hard copy internal mail distribution system and Local provided bulletin board for Local business, so long as the Local's use does not create a burden on the City's electronic and/or physical systems, and so long as such communication does not hinder on-duty personnel in the performance of their duties. The Local and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law. Any use of City's communications in this section shall not be political, defamatory, criticism of city officials and city policies.

Section 4.06 Social Media
Employees shall follow and adhere to City Policy.

Section 4.07 New Employee Orientation
The City agrees that all new full-time Employees of the bargaining unit hired shall be offered an informational presentation from the Local. During the presentation, the Local President and Vice-President or designees may provide copies of this Agreement, explain the Local's function as the exclusive bargaining representative of the employees in the bargaining unit, and provide other information regarding the Local and the benefits of membership. A voluntary offer of membership to the Local may be presented to each new full-time employee. The Local shall be allowed a maximum of 1 hour to give the presentation. All new Employees of the bargaining unit are eligible to join and to be represented by the Local any time after the Employee starts employment including while on probation.

Section 4.08 Dues Deduction
Employees may voluntarily join the Local and have payroll deductions of dues consistent with payroll deduction practices of the city. Employees may withdraw authorization for dues deductions at any point in time. The City will provide the Local Treasurer with a list of employees who have made the payroll deduction upon request.

Section 4.09 Confidentiality
Bargaining unit personnel shall have the right to consult with a Local representative on a confidential basis regarding performance and disciplinary matters.

Section 4.10 Indemnification
The Local shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Local to the City, and actions taken by the City, pursuant to the provisions of this section or in reliance upon any other information provided by the Local to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

ARTICLE V. Past Practices

Section 5.01 Changes to Conditions of Employment
The parties acknowledge that practices concerning wages, hours, and terms and conditions of employment exist that have not been formalized as written policies. If management desires to make a change regarding any such practice, those proposed changes will be provided to the Local in advance and the Local may request a meeting to discuss such changes provided the request is made no later than 10 days after notice is provided.

ARTICLE VI. Job Descriptions and Specialty Positions

Section 6.01 Job Descriptions

The Department and the City shall maintain job descriptions for all positions within the bargaining units. Job descriptions shall specify the qualifications for promotion into each classification.

ARTICLE VII. Hours of Work

Section 7.01 Working Time

Shift employees' schedules shall be designated as A, B, or C shift. Except as otherwise allowed by this Agreement, the work week for Shift Employees shall normally consist of 24 hours on shift, followed by 48 hours off shift, as scheduled by the City. Each workday shall begin at 7 a.m. on one day to 7 a.m. on the following day. A shift will begin the rotation working twenty-four (24) hours; followed by B shift, which will work twenty-four (24) hours; followed by C shift working twenty-four (24) hours, then repeating the cycle with A shift starting again. All Shift Employees shall be ready to work at 7:00 a.m., in the approved uniform and ready to respond to emergency calls at all times for the remainder of the shift.

Shift Employees may be relieved in a reasonable time prior to the end of their shift by the on-coming shift Employee; however, the on-coming shift Employee shall not be entitled to compensation for voluntarily relieving the off-going Employee early. These minor overlaps at such shift change shall be seen as substitution or time-trading as recognized by the FLSA rules and shall not require paperwork or prior supervisory approval if less than 1 hour. Employees assigned to a 40-hour week shall be paid at the 40-hour rate for their pay scale and step outlined in Appendix A.

The City agrees to evaluate the financial and work impact and discuss the merits of any alternative shift schedule during the term of this contract.

Section 7.02 Maximum Consecutive Work Hours

Every effort shall be made to avoid personnel being forced into more than 48 continuous hours worked. Trade time, overtime, and regularly scheduled shifts, otherwise defined as actual time worked, shall be used to calculate the number of hours consecutively worked. Employees shall follow departmental policy regarding consecutive work hours. The Fire Chief or his designee is vested with full authority to staff the department and stations as they see fit, given the staff, experience and training of all department employees.

Section 7.03 Shift and Station Bidding Procedure

Shall be established by a department policy and discussed with the Local.

Section 7.04 Shift and Station Transfers or Reassignments

Employees may submit written requests to be transferred to any open position on a different shift, through their Battalion Chief. Employees may also submit written requests to permanently trade shifts, so long as the trade is acceptable to the Fire Chief, or his designee.

The Fire Chief or their designee shall have the authority to reassign any employee or employees to another shift, unit, or station, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Local and the employee(s) involved.

Section 7.05 Meal and Rest Breaks

All shift employees shall be permitted to prepare and take meal breaks during their shift. Rest breaks are permitted by the assigned Company Officer. During all breaks, employees will remain in service unless approved by the on-duty Battalion Chief.

Section 7.06 Trade Time

Requests for trades will be submitted via the appropriate paperwork and approved prior to 19:00, one (1) shift (three calendar days) prior to the requested trade date. A trade is not considered approved until confirmation of approval is obtained from the on-duty Battalion Chief for the shift which the trade is requested, and it is entered into the roster for the requested trade date.

Upon approval and entry into the daily schedule, requested trade shifts become the responsibility of the respective trading parties. Should an individual which has traded call in sick on the traded work shift, they will be charged a sick day. If they fail to show up for their traded work shift, they will be considered absent without leave and face disciplinary action.

Trades will only be allowed within the same rank or with those that are qualified for the position. Trades are not allowed to take place for any portion of an overtime shift. Unapproved trades will result in disciplinary action and loss of pay for the individual who misses the scheduled shift. It is the responsibility of each staff member to make up any training requirements that are missed due to trading shifts that could impact certifications or operational abilities. An emergency trade may be approved by the Battalion Chief with less than the required notice above. Local trade coverage is not subject to leave balance restrictions and the Local will notify the Fire Chief of the trade dates.

ARTICLE VIII. Light Duty and Temporary Duty Assignments

Section 8.01 Duty Related Injury
When an employee is injured in the line of duty, the City shall make every effort to provide temporary light-duty or work-hardening assignments to him or her, consistent with any restrictions the employee's doctor has identified, consistent with the employee's current work schedule. The extent of light duty is at the discretion of the City.

Section 8.02 Non-Duty Related Medical Condition
When an employee is unable to perform his or her regular work assignment due to a non-work- related injury or non-communicable illness, the City may offer temporary light-duty or work- hardening assignments to him or her, to the extent productive work is available. Such light duty shall not extend beyond 60 days from the commencement of the assignment, without approval of the Fire Chief and Human Resources.

Section 8.03 Shall Not Be Unreasonably Denied
Requests for medically necessary temporary light-duty and subsequent requests for extension shall not be unreasonably denied when light-duty opportunities exist within the Department.

ARTICLE IX. Wages

Section 9.01 Regular Hourly Rates
The following Employee job classifications shall exist:
Firefighter Trainee, Firefighter/EMT, Fire Driver/Engineer, Fire Captain, Battalion Chief, Training Chief, Deputy Fire Marshal and Fire Marshal.
The corresponding hourly rates of pay and FLSA classification are attached hereto as Appendix A.

Section 9.02 Pay Periods
Employees shall be paid according to city policy.

Section 9.03 Wages
The City and the Local adopt the Pay Plan, attached hereto as Appendix A.

Employees shall receive a 2% COLA effective November 1, 2025, in addition to their 3% step increase with a satisfactory evaluation effective on the employee's anniversary date as set forth in the Employee Rules and Regulations, for that fiscal year.

Employees shall receive a 2% COLA effective November 1, 2026, in addition to their 3% step increase, with a

satisfactory evaluation effective on the employee's anniversary date as set forth in the Employee Rules and Regulations, for that fiscal year. The COLA for fiscal year 2026 is conditioned on budget appropriation being approved by Council for all city employees, and upon the condition being met, this COLA is not dependent on passage of the Prop B renewal.

Employees shall receive a 23.03% COLA raise as set forth in Exhibit "D" effective no more than thirty (30) days after the Policemen's and Firemen's Pension Plan reaches one hundred twenty percent (120%) funded, as set forth below. Any Firefighter/EMT or Fire Driver/Engineer that advanced steps due to the minimum wage change on August 28, 2025 and January 1, 2026 will return to the step they would have originally achieved without this change, but in no instance will any employee's pay be decreased.

Beginning November 1 of the next fiscal year, for the term of the contract, eligible Employees shall receive a three percent (3%) step increase with a satisfactory evaluation, plus any COLA increase that is granted to general employees in any fiscal year on the same effective date.

The Pay Plan is conditioned on this Agreement being approved by the City Council and the renewal of the half-cent sales tax, which is the primary source to fund the wage increases and Pay Plan. The effective date for implementation of the Pay Plan, once the condition is met, is thirty (30) days following the Policemen's and Firemen's Pension Plan reaching one hundred twenty percent (120%) funded, which is to be determined by an Actuarial Report.

Section 9.04 COLA
In the event a COLA is granted to general employees by the City Council in any fiscal year, the employees shall also be granted an equal COLA benefit/increase effective on the same date as general employees.

Section 9.05 Longevity Pay
Beginning with an employee's five (5) year anniversary with the department, they shall receive additional pay equal to 1% of their total pay each pay period. The percentage will go up by 1% every five (5) year period.

Section 9.06 Promotional Wage Increase
Employees who are promoted will receive the appropriate wage increases as set out below:

(a) Placement on the nearest step that grants at least a 10% wage increase or the bottom of the new range for the new position, whichever is greater.
(b) Wage increases due to promotions will become effective on the date of the promotion.

Section 9.07 Specialty Pay

1. Stipends: The City will grant a set number of stipends annually through the budget process for additional duties performed by employees. Employees must perform the minimum participation requirements set forth by the Department to be eligible to receive any such stipend. If any employee qualifies for multiple stipends, the maximum monthly stipend for each employee shall be One Hundred Fifty Dollars ($150.00), Excluding the Paramedic, EMT-A, Fire Marshal and Deputy Fire Marshal stipends. The following are the approved stipends:
    a. Employees assigned to the Special Operations Team and Hazmat Team shall receive a stipend of $100.00 per month, limited to the monthly maximum amount.
    b. Employees assigned as Instructor II, SBCA Technician or Peer Fitness Leader shall receive a stipend of $50.00 per month, limited to the monthly maximum amount.
2. Those employees attaining their EMT-A license shall receive three percent (3%) of their base pay to be paid over 24 pay periods. Those employees attaining their Paramedic license shall receive five percent (5%) of their base pay to be paid over 24 pay periods. If an employee no longer holds their license, this additional pay will be terminated.
3. Any employee holding the position of either Fire Marshal or Deputy Fire Marshal shall receive a monthly stipend of six hundred dollars ($600.00) per month and will not be eligible to receive on call pay due to the nature of their position.

Section 9.08 Call Back Pay
Any employee not already at work who, without at least 24-hours' notice, is called to work and reports for work during unscheduled off duty hours as an unscheduled emergency recall will receive compensation for the greater of three (3) hours or actual hours worked, at one and one-half times the employee's regular hourly rate of pay.

Section 9.09 Hold Over Pay
Any employee already at work who is held over their regularly scheduled shift for a duty related purpose (such as working a medical call or a fire event) will receive pay for the actual hours held over at the appropriate FLSA rate of pay. Any employee already at work who is unexpectedly held over their regularly scheduled shift by administrative order to cover another employee's work shift will receive pay for their actual hours worked over their regularly scheduled shift time at one and one-half times the employee's regular hourly rate of pay.

Section 9.10 On Call Assignment On Call Time is when an employee must remain available to be called back to work on short notice for emergency responses. This on call status shall not prevent an employee from coming and going freely within their normal daily routine as long as they can fulfill the response time criteria as established by the department. It is necessary to leave a telephone number where they can be reached if they are away from their normal point of contact. This on call time shall be compensated at the rate of one (1) hour at one and one-half (1-½) times the hourly rate of pay for each day the employee is on call and shall be payable only for the days an employee is not called back to work. This compensation shall be in the form of pay or compensatory time off. If an on-call employee is called back to work, the employee shall receive call back pay only as set forth in Section 9.08 and the on-call pay will not be paid for that day consistent with City Policy.

Section 9.11 Witness Pay
Employees who are required to attend court as a result of the performance of their assigned duties during non-work hours shall be compensated at one and one-half times the employee's regular hourly rate of pay for all consecutive time spent in court, with a guaranteed with a minimum paid time of two (2) hours. The City does not pay travel time to the Joplin Municipal courthouse. However, employees shall be compensated for time spent traveling from the Department to any other courthouse when they are appearing or testifying in conjunction with their official fire department duties.

Section 9.12 Educational Assistance
The City will reimburse tuition costs for college-level classes related to or leading to a degree in criminal justice, emergency service, business administration, accounting, public administration, or other similar degree programs, in accordance with the City's Tuition Reimbursement Policy. The City will also reimburse for departmental and developmental professional training, as approved by the Fire Chief and within the annual budget appropriation for such training.

Section 9.13 Cell Phone Stipend
Battalion Chiefs, Training Chiefs, Deputy Fire Marshal and Fire Marshal shall be paid a cell phone stipend in accordance with City policy.

Section 9.14 Vehicles
Training Chiefs, Deputy Fire Marshal and Fire Marshal shall be provided with a take home vehicle provided they reside within 25 miles from the Justice Center.

ARTICLE X. Overtime and Compensatory Time

Section 10.01 Two-Week Work Period / OT
The positions of Firefighter/EMT, Fire Driver, Fire Captain and Battalion Chief work 2,912 hours per year, or 56-hour positions. Employees in these positions shall be scheduled on a two-week work cycle and a 28-day FLSA cycle and shall receive overtime for actual time worked over two hundred and twelve (212) hours in 28 days.

The positions of Firefighter Trainee, Training Chief, Deputy Fire Marshal and Fire Marshal work 2,080 hours per year, or 40-hour positions. Employees in these positions shall work a 7-day FLSA cycle and shall receive overtime, if eligible based on the positions FLSA classification, for actual time worked over forty (40) hours in seven (7) days.

Section 10.02 OT Accrual
Overtime and compensatory time off shall accrue in quarter-hour increments.

Section 10.03 Compensatory Time
Employees may elect to be paid in compensatory time off rather than receiving overtime pay. Compensatory time shall be earned at the rate of one-and-one-half times the hours worked in excess of the approved FLSA cycle. The maximum compensatory time which may be accrued by any non-exempt employee shall be 480 hours for those engaged in public safety and emergency response. Voluntary Comp time may be selected by an Employee according to department policy. Upon separation from the City, the Employee shall be paid for all comp hours in full, at their current rate of pay.

Section 10.04 Overtime Assignment
Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

ARTICLE XI. Out-of-Class Assignment Section

Section 11.01 Out of Class Working Assignments
Where there is a need for an employee to work out of class, the position shall be offered at the discretion of management. A full-time employee who is temporarily assigned to fully perform the normal, ongoing duties of and accept the responsibilities of a position in a higher classification shall be paid ten percent (10%) over his/her current pay rate or the minimum of the higher position's pay grade, whichever is higher for each hour worked in an out-of-class assignment. In no instance shall the out-of-classification pay exceed the maximum of the pay grade for the higher classification. Out-of-classification pay shall cease immediately upon the return to full- or part-time duty of the incumbent in the higher classification or the appointment of a new incumbent in the higher classification. No employee may be compensated for more than six (6) months of out-of-class work for any one assignment, unless approved by the City Manager as an extension of time. There will be no qualifying period for out-of-classification pay. The status of the employee under the Fair Labor Standards Act (FLSA) will not change while they are in a work-out-of-class assignment. A non-exempt employee will continue to be non-exempt under the Act, and an exempt employee will remain exempt.

ARTICLE XII. Health and Welfare Section

Section 12.01 Insurance Plan Coverage Options
All employees covered under this Agreement shall receive the same insurance plan coverage options and benefits as are available to all other City employees. The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Local, and at least sixty (60) days' notice if practicable, of any contemplated change. Employees are provided benefits in the Missouri Firefighter Critical Injury Trust and Pool pursuant to City Ordinance 2024-070.

Section 12.02 Retiree Healthcare
The City shall continue to make health insurance available to retirees, at the retirees' expense. The premium charged to retirees shall be no greater than the full amount of the premium (total amount of employer and employee contributions) charged for active employees at the same coverages plus the 2% administrative fee.

Section 12.03 Health Plan Line of Duty Death/Catastrophic Injury
Employees are provided benefits pursuant to City Ordinance 2022-141.

ARTICLE XIII. Retirement Benefits Section

Section 13.01 Retirement Program
All employees enrolled in the City's Police and Fire Pension Plan as of January 1, 2022 will continue to participate in the Police and Fire Pension Plan. All other employees will be enrolled in Missouri Lagers L-11 program at no cost to the employee.

Section 13.02 Police and Fire Pension Plan
Once the pension plan reaches 120% funded, a COLA based on the Consumer Price Index not to exceed 4% in any year, may be granted if the actuary calculates the pension plan will not drop below 120% funded based on the assumptions in place at that time. Upon the retirement of all active pension plan employees, the administration of the Plan will be turned over to Missouri LAGERS. Prior to turning the closed plan over to Missouri LAGERS, language will be adopted to grant a COLA annually under the Missouri LAGERS COLA rules.

Section 13.03 Supplemental Retirement Program
All employees may elect to participate in the tax sheltered, supplemental 457 retirement plan administered by Nationwide and/or Mission Square, or other retirement plans approved by the City. Employee contributions will be made through payroll deductions up to the IRS approved maximum annual contribution limits.

ARTICLE XIV. Holidays Section

14.01 Holidays for 40-hour employees.
For those employees in the 2,080 positions, the following holidays shall be recognized consistent with City policy:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Friday Following Thanksgiving Day
10. Christmas Day

If any additional holidays are approved by the City Manager and City Council in the future, they shall be included as a recognized holiday. For those employees in the 2,912 positions, all holidays are floating holidays as set forth below.

Section 14.02 Floating Holidays for 40-hour employees
Eligible full-time employees receive three (3) eight-hour floating holidays granted annually on a fiscal year basis. Employees will accumulate floating holidays that are immediately available under the following schedule:

HIRE DATE	FLOATING HOLIDAYS
November 1 to April 30	24 hours
May 1 to July 31	16 hours
August 1 to October 31	None for that fiscal year

Floating Holidays for 56-hour employees
Eligible 56-hour Fire Department employees shall receive (7) twenty-four-hour floating holidays (168 hours) granted annually on a calendar year basis. The usage of this time is based upon seniority. The use of this time will be in periods of whole or half shifts. 56-hour employees will accumulate floating holidays under the following schedule: if

hired January 1 through April 30, the employee will have (7) twenty-four (24) hour shifts of floating holiday leave available immediately. If hired May 1 through August 31, the employee will have four (4) twenty-four (24) hour shifts of floating holiday leave available immediately. If hired September 1 through December 31, the employee will have no floating holiday leave for that calendar year. 56-hour fire department employees may not retain more than twenty-three (23) hours of total floating holiday leave accrual at the end of any calendar year. Any unused floating holiday balance above twenty-three (23) hours will be lost if not used by December 31. Earned but unused floating holidays prior to December 31 shall be payable upon separation from City service. If any additional holidays are approved by the City Manager and City Council in the future, they shall be included as a recognized holiday.

Section 14.03 Holidays Worked
All hours worked for regularly scheduled shifts on any recognized City holiday as set forth in the Employee Handbook or adopted by City Council shall be paid at time and one-half the regular hourly rate of pay. All hours worked for regularly scheduled shifts on a recognized City holiday shall be considered regular hours worked for the purpose of determining the eligibility of FLSA overtime. This section shall be effective immediately following the successful passage of a one-half cent sales tax.

ARTICLE XV. Vacation

Section 15.01 Vacation Accrual
56-hour shift Employees accrue vacation time in accordance with City policy. Vacation leave shall be accrued monthly in accordance with the following annual vacation hours accrual schedule:

Length of Continuous Service in Years	Hours Accrued	Maximum Accrual
0 - 9 years	120 hrs	336 hrs
9 - 14 years	168 hrs	336 hrs
Over 14 years	224 hrs	336 hrs

40-hour Employees accrue vacation time in accordance with City policy. Vacation leave shall be accrued monthly in accordance with the following annual vacation hours accrual schedule:

Length of Continuous Service in Years	Hours Accrued	Maximum Accrual
0 - 9 years	80 hrs	160 hrs
9 - 14 years	120 hrs	240 hrs
Over 14 years	160 hrs	240 hrs

Section 15.02 Vacation Use
Vacation shall be scheduled and used consistent with Departmental policies and this Agreement.

Section 15.03 Vacation Payout
When an employee separates employment from the City for any reason whatsoever, all earned vacation shall be paid out at the employee's then-current hourly rate.

Section 15.04 Vacation Scheduling
All policy changes to the Vacation/Holiday scheduling shall be provided by notice to the Local with an opportunity to discuss the changes provided the request is made within 10 days of notice.

1. Vacation requests will be submitted to the Battalion Chief. The Department will not unreasonably deny a vacation request but may deny any request which would unduly interfere with the operation of the Department as determined by the Chief.

2. When there is a conflict between requests submitted at the same time, and the approval of both requests would unduly interfere with the operation of the Department, the request received from the individual with the highest department seniority will be granted.
3. Employees covered under this Agreement will not be required to change a scheduled vacation due to a senior employee with a conflicting scheduled vacation transferring to their shift. The senior employee may elect to reschedule the entire vacation or may elect to use any portion thereof which is approved.

ARTICLE XVI. Sick Leave

Section 16.01 Sick Leave
Employees shall be permitted sick leave pursuant to city policy and shall accrue 24 hours monthly for 56-hour Shift employees and 8 hours monthly for 40-hour Employees with no maximum accrual limits. Sick leave is not payable upon separation from the City.

Section 16.02 Sick Leave Accrual Rate
Employees shall accrue unused hours of sick leave in accordance with City policy.

Section 16.03 Sick Leave Policy / Dependent Sick
Sick leave shall be used and administered in accordance with applicable City and Departmental policies.

Section 16.04 Sick Leave Buy Back Policy
Sick leave buy back shall be available per City policy from Jan 1st through June 30th and July 1st through December 31st annually. 56-hour Employees that use 4 hours or less in each six (6) month period will be eligible for 24 hours of pay, or a paid day off to be scheduled and subject to availability. 40-hour employees that use 4 hours or less in each six (6) month period will be eligible for 8 hours of pay or a paid day off to be scheduled and subject to availability.

Section 16.05 Physician's Certificate
Employees shall generally be required to present all physician's certificates to the Human Resources Department when returning from any period of sick leave lasting three working days/shifts or longer. Additionally, with advance notice to the employee the City may require a physician's certificate for shorter periods of absence if the employee has exhibited a pattern of absenteeism or if there is some other legitimate reason to require a physician's certificate. During hours when the Human Resources Department is not open, the physician's certificate shall be presented to the Fire Chief, or his designee. Details regarding an employee's illness or injuries, or their family's illness or injuries, shall not be shared with anyone outside the Human Resources Department, except to the extent necessary to manage compliance with work restrictions, or to report use of medication that may affect safe performance of job duties.

Section 16.06 FMLA / ADA Compliance
The City shall comply with the confidentiality provisions of the Americans with Disabilities Act and the Family and Medical Leave Act with regard to the request, storage, and dissemination of employee medical information.

ARTICLE XVII Other Leave

Section 17.01 Eligible Leave
All employees under this Agreement shall be eligible for personal leave, bereavement leave, family and medical leave, workers compensation leave and any other form of leave, paid or unpaid as provided under the City and departmental policies.

Section 17.02 USERRA Military and Special Leave

Although entitled to a leave of absence without pay for active duty for training above and beyond the fifteen calendar day leave of absence with pay (maximum of 120 hours for regular annual 2,080-hour employees or a maximum of 168 hours for 56-hour employees), an employee may request to use vacation time accrued or earned compensatory for all or part of the period for military leave.

ARTICLE XVIII. Seniority

Section 18.01 Seniority Definition
For purposes of this Agreement, "City Seniority" is determined by an Employee's most recent date of hire with the City in any classification. Promotion dates shall not affect seniority position. City seniority shall be used for matters involving length of service and accrued employment benefits. "Department Seniority" shall mean length of continuous employment within the Department, unless otherwise specified and shall have first opportunity to select time off with vacation and holiday picks. "Rank Seniority" shall mean length of continuous employment in an employee's current job classification.

Section 18.02 Roster to Be Provided
The Department shall maintain and provide to the Local a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position and annual salary as is consistent with Missouri state statutes and this shall not be considered as a waiver of such statutory provision.

Section 18.03 Loss of Seniority
Seniority shall be lost, and the employment relationship terminated upon the occurrence of any of the following events:

1. Voluntary quit;
2. Retirement (Tier 1 provisions listed in Section 18.06);
3. Discharge for just cause;
4. Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
5. Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
6. No-call / no-show for two (2) consecutive regularly scheduled shifts if the employee was physically and practically able to call or report to work; or,
7. Failure to perform work for the City for eighteen (18) consecutive months for any non-duty related issues, other than military leave, pre-approved leave with the City, or work-related illness or injury.

Section 18.04 Filling Vacant Positions
Any non-probationary Employee, or Employees not on disciplinary suspension or corrective probation, may make application for vacant positions, and all new jobs. All new jobs, vacancies, and promotions in the Department shall be awarded based on qualifications and the quality of past Employee's performance, following current Department Policy. Qualifications being equal, seniority shall be considered. Each applicant shall be notified of their score and position on the list and affected applicants shall be notified of any ties.

Section 18.05 Rehire
Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority within the department reinstated and shall accrue new seniority from the date of re-hire. There is no guarantee of re-employment with the City, and all employees shall be required to go through the hiring and background process, and if hired, complete a probationary period.

Section 18.06 Tier 1 Placement and Rehire

Tier 1 employees will be allowed to immediately rehire without any gap in service, subject to Department Director and City Manager approval, with the same rank, rate of pay, longevity, seniority, the same accrual level for vacation time and shall retain their sick leave accumulated balance at the point of their retirement. Tier 1 employees that have not been previously rehired and have separated from the City, will be eligible for rehire, subject to Department Director and City Manager approval, at the entry level rank up to Step 10 of the pay plan.

ARTICLE XIX. Probation

Section 19.01 Probationary Period
City Policy shall be followed.

Section 19.02 Probationary Period for Changes in Rank
Employees who are promoted into a higher job classification shall serve an initial six-month probationary period in the new job. Employees who are unsuccessful during the probationary period may be returned or may elect to return to their prior position provided there is a vacancy. The employee who returns to the prior position shall have their pay determined as follows:

(a) If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.
(b) If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

Section 19.03 Demotion
When an employee is demoted, the rate of pay shall be determined as follows:
a. If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.
b. If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

Section 19.04 Probation Performance
If any employee exhibits performance problems during their new hire probation, or during their promotional probationary period, Department management shall notify the employee of the observed problems in writing and shall provide the employee with a reasonable opportunity to improve, before taking any job-related action against the employee.

Section 19.05 Probationary Employees Use of Leave
Probationary employees may use personal days as soon as they are earned. They may use earned sick leave at any time after accruing time, and earned vacation pay after six (6) months of employment. Floating Holidays may be used after two (2) months of employment.

ARTICLE XX. Reductions in Force

Section 20.01 Lay Off, Bumping and Recall.
City policy shall be followed.

ARTICLE XXI. Discipline & Investigations

Section 21.01 Discipline & Investigations.
Current city policy shall be followed as provided for in the City's Personnel Rules and Regulations, as may be amended by the City Council.

ARTICLE XXII. Grievance Procedure

Section 22.01 Grievances.
Current city policy shall be followed as provided for in the City's Personnel Rules and Regulations, as may be amended by the City Council.

ARTICLE XXIII. Prevailing Rights

Section 23.01 In General.
The City, through the Fire Chief, agrees to meet with the Local regarding operational issues related to existing departmental housekeeping matters and prepare a list that is accepted as applying. New requested matters will be

discussed with the Local as these arise. These discussions and agreements are subject to annual budget appropriation. If any serious disagreement arises, the Local may come back to discuss the disagreement with the City bargaining committee provided such a request is made within ten (10) days of disagreement with the Fire Chief. Agreements shall be placed in a Side Letter for this bargaining unit.

Section 23.02 Tattoos
Tattoos are to be in accordance with City and Departmental policies.

ARTICLE XXIV. Labor Management Committee

Section 24.01 Labor/Management Meetings
There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Local. The parameters of such committee shall be considered during the first year of this agreement and made as an addendum to this agreement when approved by both parties. Issues of impact bargaining shall not be discussed in these meetings.

Section 24.02 Labor/Management Committee Cooperative Basis
The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. No discussion in labor management meetings shall serve to amend or replace contract terms or be considered to be part of good faith bargaining conditions.

Section 24.03 Request for Meeting
A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

ARTICLE XXV. General Provisions

Section 25.01 Confirmation of City's Commitment to Provide Mandatory Uniforms
The wearing of such uniforms by Employees is mandatory, and the uniforms to be provided shall be of a type, design, fabric, and color selected by the City. The City will provide, repair, or replace all mandatory uniform items at no expense to the Employee. All items shall be replaced as needed except in cases of negligence or deliberate destruction.

Section 25.02 Policies to Be Available
The City will make all policies and memos which contain directives that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 25.03 Outside Employment
Employees shall follow City policy.

Section 25.04 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Section 25.05 Residency
Employees shall follow City policy.

Section 25.06 Substance Abuse Testing
Employees shall follow City policy.

Section 25.07 Physical Examination and Return to Work Physicals.
City policy as outlined in the Personnel Rules and Regulations shall be followed.

ARTICLE XXVI. Training and Instructing

Section 26.01 Pay for Training or Instructing
Training or instructing directed by the department shall be on duty time, for which the employee will be compensated in accordance with the FLSA cycle. Time spent in such training or instructing over and above the employees' regular workday shall be considered overtime provided it exceeds the FLSA overtime time limits and compensated at the rate of one-and-one-half times the members' normal rate of pay. All costs associated with the training and instructing shall be paid by the department.

Section 26.02 Meal Reimbursement
The City shall provide each employee covered by this Agreement with a per diem for each meal consistent with the City's travel policy.

Section 26.03 Travel Time
Travel time to attend training shall be paid in accordance with the provisions of the FLSA.

Section 26.04 Training
The City may create a Safety Committee as required by its liability insurance carrier(s) or as it otherwise deems appropriate. Any such Safety Committee may propose safety rules and training programs and submit them to the City Manager or his designee for approval.

ARTICLE XXVII. Complete Agreement

Section 27.01 Complete Agreement
The parties acknowledge that this is a complete understanding of the parties with respect to the subject matter contained in this Agreement. The parties acknowledge and agree that they have each negotiated this Agreement in good faith. This provision shall not be considered a waiver of impact bargaining provided the Local requests impact bargaining within ten (10) days after notice from the City of changes that require impact discussions.

Section 27.02 Savings
If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Section 27.03 Personnel Rules & Regulations.
Several references are made in this Agreement to City Policy and/or City Personnel Rules & Regulations. The parties agree that once new Rules & Regulations are adopted by the City Council, they will supersede the prior Rules & Regulations.

ARTICLE XXVIII. Term of Agreement

Section 28.01 Effective Date

This Agreement shall become effective upon the successful vote of the IAFF and passage by the City Council. However, the new pay plan in Section 9.01 and the following sections, 9.03, 9.07, 11.01 and 14.03, are contingent on the successful passage of a one-half cent sales tax, after which these aforementioned sections shall become effective when the pension plan actuary certifies the pension plan is 120% funded, and shall remain in effect through December 31, 2031, without any reopeners. Sections 14.03 and 11.01 shall be effective upon successful passage of the tax. In the event the tax does not pass, the parties shall re-open negotiations on wage increases only. The parties may re-open the Agreement by a signed mutual agreement but are not obligated to do so. At least sixty (60) days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. This Agreement may be extended by the parties beyond its termination date for periods of no longer than sixty (60) days, provided negotiations are continuing. The parties agree to submit any disputes to mediation if an impasse is reached and a date for recommendations by the mediator shall be made by the mediator. The parties shall endeavor to agree on a mediator and if one cannot be agreed on, then they shall each pick a mediator and flip a coin to decide who the mediator shall be. Nothing herein prevents the City from proposing any compensation or other benefit enhancements to the Local during the term of this Agreement, but said proposal shall not be considered a reopener.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

The City of Joplin, Missouri
IAFF Local 59

_____
Nicholas Edwards,
City Manager

Date: _____

Joplin Professional Firefighters

_____
Mark Cox,
President

_____
Vice President

Date: _____