COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI

AND

SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152

THE BARGAINING UNIT OF THE SPRINGFIELD FIRE DEPARTMENT

EFFECTIVE DATE: JULY 1, 2021

FIRST ADDENDUM EFFECTIVE DATE: JANUARY 3, 2022
SECOND ADDENDUM EFFECTIVE DATE: FEBRUARY 1, 2022
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Table of Contents

PREAMBLE ......................................................................................................................... 3

ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS .......................................................... 4
  SECTION 1.01 – JOINT LABOR-MANAGEMENT COMMITTEE ........................................... 4
  SECTION 1.02 – MANAGEMENT RIGHTS ...................................................................... 5
  SECTION 1.03 – CLASSIFICATION OF BARGAINING REPRESENTATIVE ....................... 6
  SECTION 1.04 – PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS .......... 7
  SECTION 1.05 – UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS ...................... 9
  SECTION 1.06 – DISCRIMINATION ............................................................................... 11
  SECTION 1.07 – UNION REPRESENTATION .................................................................. 12
  SECTION 1.08 – DISPLAY OF UNION INSIGNIA .............................................................. 14
  SECTION 1.09 – POLITICAL ACTIVITY .......................................................................... 15
  SECTION 1.10 – RESIDENCY ....................................................................................... 16
  SECTION 1.11 – MERIT RULE CHANGES AND EFFECT BARGAINING .............................. 17
  SECTION 1.12 - IMPACT BARGAINING ....................................................................... 18

ARTICLE 2 – WORKING CONDITIONS ............................................................................. 19
  SECTION 2.01 – PREVAILING RIGHTS ........................................................................... 19
  SECTION 2.02 – HOURS OF DUTY ............................................................................... 23
  SECTION 2.03 – PERSONNEL REDUCTION .................................................................. 25
  SECTION 2.04 – PROMOTIONS AND HIRING ................................................................. 27
  SECTION 2.05 – PERSONNEL TRANSFERS .................................................................. 30
  SECTION 2.06 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE ....................... 32
  SECTION 2.07 – SHIFT EXCHANGE/TIME TRADING ...................................................... 36
  SECTION 2.08 – NON-SCHEDULED WORK ................................................................... 37
  SECTION 2.09 – EXTREME WEATHER ....................................................................... 41
  SECTION 2.10 – APPARATUS STAFFING ..................................................................... 42

ARTICLE 3 – COMPENSATION ......................................................................................... 45
  SECTION 3.01 – FLSA, OVERTIME & PAYROLL SYSTEM .................................................. 45
  SECTION 3.02 – WAGES .............................................................................................. 47
  SECTION 3.03 – SPECIALTY TEAMS .......................................................................... 50
  SECTION 3.04 – HEALTH INSURANCE .......................................................................... 54
  SECTION 3.05 – PENSION AND RETIREMENT ................................................................. 55
  SECTION 3.06 – MODIFIED DUTY ............................................................................... 56
  SECTION 3.07 – STEP RAISES .................................................................................... 57
  SECTION 3.08 – ADDITIONAL COMPENSATION AND BENEFITS ................................. 59
  SECTION 3.09 – CLOTHING ALLOWANCE & UNIFORM GUIDELINES ......................... 60

ARTICLE 4 – LEAVE ............................................................................................................ 61
  SECTION 4.01 – VACATION .......................................................................................... 61
  SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY ......................... 63
  SECTION 4.03 – FLOATING HOLIDAYS ....................................................................... 64
  SECTION 4.04 – KELLY DAYS .................................................................................... 65
  SECTION 4.05 – PIN DAYS ......................................................................................... 66
  SECTION 4.06 – SICK LEAVE ..................................................................................... 67
  SECTION 4.07 – MILITARY LEAVE ............................................................................. 69
ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.01 – EQUAL OPPORTUNITY ................................................................. 70
SECTION 5.02 – SAVINGS PROVISION ................................................................. 71
SECTION 5.03 – PERIOD OF THE AGREEMENT .................................................. 72
SECTION 5.04 – REOPENING CLAUSE ............................................................... 73
SECTION 5.05 – NO STRIKE/NO LOCKOUT ....................................................... 74
SECTION 5.06 – CALENDAR DAYS ................................................................. 75
SECTION 5.07 – SUBSTITUTION OF UNION TITLE ........................................... 76
SECTION 5.08 – APPROVAL OF THE AGREEMENT ........................................ 77
PREAMBLE

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

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment.
ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS

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

There shall be a Department Relations Committee (DRC) consisting of a combination of the following members or their designee: the Fire Chief, Chief Officers, Union President, Union Executive Vice-President, Union Secretary-Treasurer and Shop Stewards. The DRC shall:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least every other month to discuss all matters of mutual concern, including but not limited to all budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and processes that lead to the filling of vacancies such as hiring and promotions. An agenda for DRC meetings shall be agreed upon in advance whenever possible and presented to each party within two (2) calendar days prior to the agreed upon meeting date;

2. Review and analyze reports of work-related accidents, deaths, illnesses (with the written consent of the employee), and injuries (with the written consent of the employee). Make immediate and detailed investigations of each accident, death, or injury to determine fundamental cause in accordance with PPM 4.P50. Make written recommendations to modify and add rules and procedures to further promote the avoidance of such incidents in the future;

3. The goal of DRC is to promote open communication and discussion, but in no way shall it impede management rights. Agreements may be reached which shall neither violate nor amend this CBA, the Merit Rules, or City Charter, and which do not impinge on authority vested in others; however, agreement on the resolution of DRC items shall not be required.
SECTION 1.02 – MANAGEMENT RIGHTS

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

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

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

Any of the management’s rights, powers, functions, or authority which the City had prior to the signing of this Agreement with the Union are retained by the City, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this Agreement.
SECTION 1.03 – CLASSIFICATION OF BARGAINING REPRESENTATIVE

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

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

The Union reserves the right to petition for other positions or future positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City pursuant to any applicable City ordinance in effect. If recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.
SECTION 1.04 – PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS

Dues

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

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

Insurance

In addition to the foregoing deduction, the City shall deduct on the first paycheck of the month such other amounts which the Union certifies to the City in writing as insurance premiums made by the Union against its members. These insurance premiums, if the employee elects to purchase coverage, shall be for life, cancer, dental, and/or vision insurance. All amounts deducted for insurance premiums shall be mailed to the Union’s address within thirty (30) calendar days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) calendar days if the Union allows an ACH deposit.

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

PAC

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

The Union shall provide the City at all times with an up-to-date list of its members with deductions. At the Union’s request, the City will provide the Union with certain employee/retiree data so that the Union may properly facilitate its administration of Union benefits for active and retired members. The data the City will provide for each category is as follows:

- Data for **Active Employees** will include full name, last known address on file, and City service date. Data will be provided to the Union annually in a report generated each January capturing the preceding year’s data.
- Data for **Terminated Employees** will include full name, employee number, position, organization, employee category, termination date, adjusted service date, and final process date. Data will be provided to the Union in a bi-weekly report generated by the City’s Human Resources Department.
- Data for **Springfield Police Officers’ and Fire Fighters’ Retirement System Retirees** will include name, last known address on file, and the date of retiree’s first day of retirement. Data will be provided to the Union annually in a report generated each January capturing the preceding year’s data.
- Data for **Missouri LAGERS Retirees** is not available through the City; thus, no report will be generated.

**Indemnification**

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney’s fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City, and actions taken by the City, pursuant to the provisions of this section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.
SECTION 1.05 - UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS

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

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

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

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

Springfield Fire Department employees elected or appointed to the positions of District Vice President shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for attending Local 152 Executive Board Meetings.

Whenever possible, said employees shall notify their assigned supervisor of the need to be absent from duty at least twenty-four (24) hours prior to its occurrence. Exceptions of less than twenty-four (24) hours' notice must be approved by the Fire Chief or his/her designee.
Once per year (or under special circumstances under the approval of the Fire Chief), the Union shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Union elections. The Union shall be permitted to hold emergency Union meetings in the Fire Stations with prior written approval of the Fire Chief. Except for these emergency meetings and the provisions for Union officers listed above, no employee can attend a Union meeting or activity while on duty.

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

The City shall furnish a bulletin board and provide space for it in designated locations in each work area for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. With the exception of fire stations used as polling places (where signage will be permitted on Election Day as permitted by law) no political campaign material is permitted at the Fire Stations, including on the bulletin boards.
SECTION 1.06 DISCRIMINATION

Neither the Union nor the City shall discriminate against, intimidate or coerce, compel or attempt to compel any employee to join or refrain from joining the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or the City of Springfield or Fire Department Management against any employee for his or her activity or inactivity, on behalf of or membership in the Union. Anyone eligible for membership in the Union shall not be refused membership.
SECTION 107 – UNION REPRESENTATION

Interview Rights

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

1. The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

2. After the employee makes the request, the City or its representative must choose from among three options:
   - Grant the request and delay questioning until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
   - Deny the request and end the interview immediately; or
   - Give the employee a clear choice between having the interview without representation or ending the interview.

3. If the City or its representative denies the request for Union representation, and continues to ask questions, the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

4. Any Union Representative present for an investigatory interview conducted pursuant to City of Springfield Administrative Memorandum #45, Policy Statement Against Workplace Harassment or conducted due to a confidential complaint being made against the employee shall keep the contents of the investigatory interview confidential. Information learned from investigatory meetings shall only be discussed between the individuals directly responsible for the representation of the investigated member and the individual being investigated.

Garrity Warning

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

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

**Loudermill Rights**

In addition to Merit Rule 12 "SEPARATION AND DISCIPLINARY ACTIONS," before the decision is made by the City to terminate, demote, suspend, or reduce pay for disciplinary reasons to a non-probationary employee, the City shall offer due process to the employee. The City shall inform the bargaining unit employee in writing of the charges and evidence against said employee, and allow the employee to answer the charges, as provided for in the Merit Rules, in a pre-disciplinary hearing. The employee shall have the right to Union representation, as an observer, during the meeting, or may choose an individual of his or her choice to attend the hearing, as an observer. If the employee is to have legal representation (who will only be permitted to act as an observer) during any meeting with the City, the employee shall inform the City of this decision at least twenty-four (24) hours before the meeting.

At the conclusion of the interview, the union representative may be allowed to engage in discussion, but in no way shall the union representative interfere with management's right to engage the employee in asking questions regarding the charges or with the employee's obligation to answer the question regarding the charges. The purpose of the hearing is to allow the employee to respond to the charges against him or her.
SECTION 1.08 – DISPLAY OF UNION INSIGNIA

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

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

1. Class A, B and C Uniform Shirts: Small red and gold IAFF Maltese Cross purchased from the Union may be worn approximately one inch above the name tag, if the Union employee chooses to do so;

2. Firefighting Helmet: Small (approximately 2” x 2”) deal to be placed on back of the helmet, if the Union employee chooses to do so;

3. Fire Apparatus and Vehicles: No more than two (2) IAFF decals (approximately 3” x 3”) placed on windows, one (1) on either side of the engines, trucks, rescues, and staff vehicles that have a Union member assigned to that vehicle. Chief Officer and staff vehicles assigned to non-Union members are exempt;

4. Picture Boards: The insignia (approximately 3” x 3”) shall appear on each picture board; and

5. Plaques and Certificates: Shall be displayed tastefully in fire stations at the Fire Chief’s discretion.

6. Breast Cancer Awareness: Pink shirts worn during October each year for breast cancer awareness and fundraising shall display the Union insignia and can be worn by Union and non-Union members.

7. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of Fire Station 10. This sign will be limited to this location and is 8’ x 8’. The sign must be removable.

8. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of the City fire stations. The signs will be limited to 4’ x 4’. The sign must be removable.

9. A sign bearing the approved Fire Station district logo shall be allowed to be hung in the apparatus bay of the Fire Stations. These signs shall be limited in size to 4’ x 4’. The sign must be removable.

10. Material for the signs shall not be paid for by the City, nor shall material for the construction or maintenance be purchased from the designated station budgets. All signs must be removable.

The IAFF Maltese Cross insignia may be displayed on the left sleeve or uniform T-shirts at the employee’s discretion and with the approval of the Fire Chief.
SECTION 1.09 – POLITICAL ACTIVITY

The employees shall comply with federal and state laws and unless otherwise superseded by law, current Administrative Memorandums (and amendments thereto) and all provisions of the City Charter, regarding political activity.
SECTION 1.10 – RESIDENCY

The City shall not impose residency requirements for employees within the bargaining unit of the Union.
SECTION 1.11 – MERIT RULE CHANGES AND EFFECT BARGAINING

The Merit Rules for the City of Springfield, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects this Agreement, the Employer will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.
SECTION 1.12 - IMPACT BARGAINING

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

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

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

Failure to request bargaining within seven (7) calendar days after notification shall result in a determination that the Union has waived its right to negotiate over the impact of the changes.
ARTICLE 2 – WORKING CONDITIONS

SECTION 2.01 – PREVAILING RIGHTS

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

1. Employees may use non-emergency telephones for personal calls and may use departmental computers for personal use provided such use complies with the City of Springfield Administrative Memorandum #37, Computer Use Policy;

2. The City shall provide furnaces, water heaters, and air conditioners for all occupied portions of the station except for the apparatus bay and keep said equipment in proper working order so as to maintain a mutually agreeable level of comfort;

3. In the kitchen the City shall furnish and maintain a stove, three (3) refrigerators, one (1) microwave oven, kitchen table, chairs, dishwasher, pots, pans, forks, knives, spoons, can-openers, toaster, coffee pot, dishtowels, clock, dish soap, dishwasher soap, and shelving. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

4. In the day room of the fire station the City shall furnish a television, DVD player, basic cable television service, at least one (1) chair (including recliners) for each employee on shift at that station, tables, and other furniture mutually agreed to by the parties. All items shall be maintained in a timely manner by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

5. In bedrooms the City shall furnish beds, mattresses, pillows, linens, blankets, nightstands, and window coverings. Recliners referenced in section four (4.) above may be placed in the bedrooms upon the agreement of the three (3) regular Fire Captains assigned to the station. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

6. Each station shall have at least one (1) locker room with one (1) locker for each employee assigned, or, an individual sleeping area with storage closet for each employee assigned;

7. Each station shall have private sleeping quarters for company officers, and a private restroom for company officers. Existing stations without these accommodations will be grandfathered and acceptable as-is; however, all new stations must have these accommodations;

8. At each fire station the City shall provide fitness equipment consisting of at least one (1) treadmill, one (1) rowing machine, one (1) bench press with bar and weights,
one (1) set of kettle bells ranging from twenty (20) pounds to fifty (50) pounds, and
dumb bells ranging from ten (10) pounds to sixty (60) pounds in five (5) pound
increments (Or as mutually agreed to during the DRC process), to allow all members
on duty to exercise;

9. In the bathrooms the City shall provide toilet paper, soap, paper towels, toilets, sinks,
towel racks, and showers and shower curtains/doors. All items shall be maintained
by the City and when replaced, the replacement shall be of substantially equal or
better quality than currently in place. Reasonable accommodations will be made for
male and female employees;

10. City shall provide suitable parking spaces at no charge to the employees. The
parking area is to have adequate lighting;

11. City shall provide transportation or compensation for travel consistent with the City
of Springfield Administrative Memorandum #1, Mileage Allowance, for on-duty
Fire Department business;

12. Employees may prepare and eat meals at customary times when it does not interfere
with the provision of Fire Department emergency services. Employees shall be
granted additional time to prepare and eat meals in the event customary meals are
interrupted by Fire Department activities;

13. Personal visitors may be allowed in the fire station Monday through Saturday prior
to 5:00 p.m. for thirty (30) minutes. After 5:00 p.m. on Monday through Saturday,
on Sundays, and Holidays designated by the City in the Merit Rules, employees may
be allowed personal visitors at the fire station for up to ninety (90) minutes provided
the visitors do not interfere with departmental activities. In no case will visitors be
allowed in the station past 9:00 p.m. Visits of a longer duration or after 9:00 p.m.
must be approved by a Chief Officer on a case-by-case basis;

14. Employees may use the day room and television, prepare and eat meals, sleep, work
on individual interests, exercise, use personal computers and other electronic
devices, read, or other non-defined personal projects after 5:00 p.m. on Monday
through Saturday, on Sundays, and Holidays designated by the City in the Merit
Rules. Activities must not interfere with Fire Department activities and shall not
violate other City rules;

15. City shall furnish an outdoor barbecue grill. All items shall be maintained by the
City and when replaced, the replacement shall be of substantially equal or better
quality than currently in place;

16. City shall furnish all badges, name tags, and collar brass. Items shall be replaced on
an as-needed basis, except in cases of negligence or deliberate destruction. An
employee shall surrender his or her badge upon termination or resignation, with the
exception of the employee receiving a retirement through age and service or through
disability;
17. Employees shall be provided training in the use of standard Fire Department and emergency medical equipment;

18. The implementation of new equipment or procedures shall not be completed until in-service training has been provided;

19. Employee Assistance Program (E.A.P.) shall be provided to active employees by the City within the limits set by the E.A.P. program;

20. For the employees in the Fire Operations Division, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. An additional turnout coat and pant shall be provided for employees in the Fire Operations Division. City shall replace any turnout gear. Fire helmets, turnout coats, pants, and suspenders shall be replaced, regardless of wear, at least every ten (10) years. Once the coat and pants are ten (10) years old, they shall be retired;

21. For Fire Marshals, the City shall provide personal protective equipment appropriate for the duties assigned, and may include helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any issued personal protective equipment. The City shall provide duty belts, bulletproof vests, side arms, less-lethal weaponry, tools, and flashlights as needed based on assignment. These items shall be replaced by the City as needed;

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

23. Due to the result of a mandatory transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the transfer;

24. An Employee may accept outside employment in accordance with the Merit Rules. Approval of outside employment shall not be unreasonably withheld;

25. Employees shall have access to view their personnel file in the office of Human Resources during normal business hours;

26. Employees hired before 1998 shall not be required to hold or maintain an EMT license. Employees hired in or after 1998 or employees holding the rank of Rescue and Salvage Specialist shall be required to hold and maintain an EMT-B license but may hold a higher EMT license. Employees holding the rank of Fire Marshal shall be exempt from this requirement;

27. On-Call Fire Marshals shall be allowed to have a take-home vehicle when on-call;

28. Members assigned to an administrative detail shall be allowed to engage in physical fitness activities up to two (2) hours per week while on duty;
29. Fire Marshals may use available lockers, showers, and laundry machines at any City fire station or training facility.
SECTION 2.02 – HOURS OF DUTY

Fire Operations Division Employees

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

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

Administrative Detail Employees

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

Employees assigned to an administrative detail and on a forty (40)-hour work week may be assigned to work ten (10) hours per day, four (4) days per week; or assigned to work eight (8)-hour days, five (5) days per week at the direction of the Fire Chief. The current Fire Marshals (as of October 4, 2013) shall have the option for either work week. These workdays shall generally be between Monday and Friday. Normal work hours will generally begin as early as 7:00 a.m. and end as late as 6:00 p.m. The City reserves the right to occasionally schedule outside the normal work schedule when departmental operations require. Personnel assigned to an administrative detail may be given an unpaid lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes and shall be given paid rest period of fifteen (15) minutes every two (2) hours.

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

1. The employee is placed on modified-duty due to a work-related illness or injury;
2. The employee and Fire Administration mutually agree on the reassignment;
3. The employee is reassigned pending an investigation and possible pre-disciplinary process;
4. The employee is reassigned as part of a disciplinary process;
5. The employee is reassigned to attend mandatory training in order to meet his or her job description;

6. The employee is unable to satisfactorily pass an SCBA mask fit test;

7. The employee is reassigned to attend professional development academies based on fire academy cohort beginning with recruit class 8-17, to include: Equipment Operator Academy, Truck Company Academy, Rescue Academy, Basic Officer Academy, and Advanced Officer Academy; or

8. The employee, as a member of a special operations team, is to attend and complete mandatory special operations team training, unless released from training, to include training required for the Hazardous Materials Team, Water Rescue Team, or Technical Rescue Team. This training includes:

   • Water Rescue Team: Swiftwater Rescue Technician, and Swiftwater Board Operations.
   
   
   • Technical Rescue Team: IFSAC certification in Rope Core, 6.1, and 6.2), Confined Space Technician, Trench Rescue Technician, Structural Collapse Rescue Operations and Technician.

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

Due to the result of a mandatory transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the transfer.
SECTION 2.03 – PERSONNEL REDUCTION

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

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

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

1. If a vacancy of the same job classification exists in the Fire Department, the employee shall assume that position or be laid off. If one or more employees are eligible for its position, the vacancy shall be filled by the employee having the greatest departmental seniority.

2. If no vacancy in the same job classification exists in the Fire Department, the displaced employee has the option of filling a vacancy in a lower-graded position in the Fire Department, provided the employee agrees to meet the minimum requirements established for the position within twelve (12) months of accepting the reassignment. If the employee fails to meet the minimum requirements after twelve (12) months, they will immediately be laid off with no recall provisions. If one or more employees are eligible for the position, the vacancy shall be filled by the employee having the greatest departmental seniority.

3. If no vacancy in the same job classification exists and the displaced employee chooses to not fill a vacancy in a lower-graded position, then the displaced employee may bump into a lower-graded position, within the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.

4. Any employee bumped by Paragraph 3. above shall have the right to bump into a lower-graded position in the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.
5. Bump Back up Provision: When a vacancy occurs in a promoted position in the Fire Department as a result of layoffs or reduction in force, and when that vacant promoted position is to be refilled, the bumped-back employee, who previously held that rank and having the highest departmental seniority among any other bumped-back employees who previously held that rank, shall be bumped back up into that promoted position and rank. The bumped-back-up employee shall be placed at the step and grade closest to a ten percent (10%) increase over the step and grade of his or her current position (the bumped-back position), or shall be placed at the step and grade held at the time the bump back took place, whichever is the higher amount. In order for an employee to be eligible to be bumped back up, the employee must maintain proper training in the rank he or she once held, and this training shall be offered by the Fire Department.

Recall of Personnel from Force Reduction

A laid off employee shall be placed on a recall list for a period not to exceed one (1) year. Employees who have been laid off and are subject to recall shall remain eligible to participate in department-specific classroom training without pay, in order to maintain certifications required if recalled to their previous position. If there is a recall, employees who are still on the recall list shall be recalled in order of the highest departmental seniority who are qualified for the job classification which is subject to the recall, and if returned to the same job classification, placed at the step and level of benefits which they had held at the time of their layoff. Employees must be qualified to perform the work, at the time of recall as existed at the time of layoff, without further training, in the job classification to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days’ notice, prior to their first scheduled shift day. Notice of recall shall be sent to the employee via certified mail, to the employee’s last address on file, with a copy of the notice being sent via mail to the Union. The recalled employee must notify the Fire Chief in writing, within three (3) calendar days of receipt of the recall notice of his or her intent to return to work. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, with return receipt requested, to the address provided by the employee. It is the obligation and responsibility of the employee to provide the City’s Human Resources department with his or her current mailing address. The City shall withdraw the employees’ recall notice and remove the employee from the recall list, if no response is provided after three (3) calendar days from their receipt of the certified mail or after the US Postal Services exhausts their last attempt to deliver the certified mail.

An employee, who is recalled from layoff prior to one (1) year from layoff, will not be required to complete a probationary period upon recall or pass the new hire physical ability test.
The City and the Union agree to conform and comply with the Merit Rules regarding:

1. The postings of promotional and hiring opportunities within the bargaining unit;

2. The appeal process related to a promotional selection process. Additionally, whenever a promotional selection process includes a written exam, a practical exam and/or an assessment center, candidates are allowed the opportunity to submit a written appeal in the manner described below. For an appeal related to a written exam, the Human Resources Department must receive a written appeal within three (3) calendar days after the completion of the written exam. The Human Resources Department will consider an appeal from a written exam and make a determination prior to the next phase of the promotional testing process at issue. For an appeal related to a practical exam and/or assessment center, the Human Resources Department must receive the written appeal within five (5) calendar days from the date of the last feedback session. The Human Resources Department will consider an appeal from a practical exam and/or assessment center result and make a determination prior to any promotional appointment being made.

3. Prior to the establishment of a promotional or hiring list, an employee with an overall passing score shall be awarded these seniority points:
   - Zero (0) points for less than five (5) years’ service with the City of Springfield;
   - One (1) point for five (5) or more years, but less than ten (10) years’ service with the City of Springfield;
   - Two (2) points for ten (10) or more years, but less than fifteen (15) years’ service with the City of Springfield;
   - Three (3) points for fifteen (15) or more years, but less than twenty (20) years’ service with the City of Springfield;
   - Four (4) points for twenty (20) or more years’ service with the City of Springfield; After a score is established, which shall include seniority points, a list shall be established in accordance with the Merit Rules;

4. The Fire Department shall not exercise the “Rule of Three” (See Merit Rule 7.2, Certification of Eligibles) to fill promoted positions within the bargaining unit, but may exercise the “Rule of Three” to hire new employees or to promote personnel outside the bargaining unit even if a member of the Union is competing to be hired or to be promoted outside the bargaining unit. The Fire Chief shall promote down the established list, filling the first vacancy with the highest scoring candidate based
on whole number scores. In the event two or more candidates have a tied score, the Fire Chief may interview the candidates with the tied score prior to a promotional offer being made, and select the tying candidate of his choice;

5. In the event the Fire Department is compelled to pass over a candidate at the top of a promotional list, the criteria contained within Merit Rule 6.6 “Removal of Names from the Register” must apply;

6. The City and the Fire Department shall continue to utilize the probationary period for employees promoted within the bargaining unit, compliant with existing Merit Rules;

7. The City and the Fire Department shall establish a one (1)-year probationary period for newly hired firefighters. This “New Hire Probationary Period” shall not be extended beyond the one (1)-year period, unless the employee suffers a work-related injury or illness and/or misses a substantial amount of work where his or her performance cannot be adequately evaluated. With such an injury or illness, the Fire Chief may extend “New Hire Probationary Period” not to exceed the amount of time the employee was absent due to the incident;

8. In the event a promoted employee does not pass the probationary period, the promoted employee shall be returned to the position held immediately prior to the promotion. This shall not displace any other employee. The employee will be allowed Union representation throughout the process, but may not appeal the decision through the grievance process set forth in this Agreement or through the Personnel Board;

9. In the event a newly hired Firefighter on probation does not pass the probationary period, the Firefighter on probation will be allowed Union representation and be informed that he or she did not pass the probationary period. The Firefighter on probation will have the option to immediately resign or be terminated. The terminated Firefighter on probation shall not be granted the grievance process;

10. In the event the City or the Fire Department does not fail an employee or extend an employee’s probationary period by the end of the probationary period, the employee will be considered to have passed the probationary period.

11. Employees in place in the Rescue and Salvage position as of December 31, 2020, will not be removed from their assignment due to their inability to obtain the Certification in the CBA, however, this does not apply to maintaining the certifications they currently possess.

12. The normal life of a valid promotional register (Eligible List) for the bargaining unit shall be a minimum of one year from the date of establishment with an option to extend for an additional six months at the discretion of the Fire Chief.


Temporary Vacancies

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

The Fire Department shall not fill temporary or permanent vacancies in the position of Firefighter with non-Springfield Fire Department personnel.
SECTION 2.05 – PERSONNEL TRANSFERS

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

It is the express intent of this section to put in place a process that significantly limits the annual number of involuntary transfers, with the stated goal of this section to maintain an annual number of total involuntary transfers of employees with more than four (4) years' continuous service with the Fire Department to less than five percent (5%) of the workforce. For the purpose of this section, an "involuntary transfer" will be defined as the rotation of non-probationary personnel with greater than four (4) years of service in the Fire Department for reasons other than request, promotion, or demotion of that employee, and the employee provides written notice to the Assistant Chief of Emergency Services that the transfer was involuntary. This is not subject to the grievance/arbitration procedure.

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

1. By request of an employee.
2. Balancing the number of personnel at each station and on each shift due to retirements, resignations, promotions, transfers or vacancies.
3. Making initial assignments for personnel graduating the Fire Academy.
4. Professional development of the employee.
5. Personnel matters, including disciplinary action.
6. Special Operations Team assignments (assign, add to, remove from, or rotate personnel).
7. Making promotions, demotions, and lateral transfers.
8. Opening, closing, or relocating fire stations.
9. Adding, moving, or eliminating fire companies.
Limitations

1. Transfers will not be made for retaliatory or discriminatory reasons.

2. Upon request, the Employer will provide its justification for a transfer decision.

3. Seniority will be one of the factors that the Employer takes into account in making transfer decisions.

4. In the event that an employee with more than four (4) years’ continuous service with the Fire Department will be transferred involuntarily, the merits of the transfer must be reviewed by the Fire Chief and Union President. This is not subject to the grievance/arbitration procedure.

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

Lateral Transfers and Voluntary Demotions

All lateral transfers and voluntary demotions will comply with SFD Policy and Procedure 12.L50, Lateral Transfer and Voluntary Demotion, and any future amendment thereto mutually agreed upon through the DRC process.
SECTION 2.06 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Definition of a Grievance

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

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

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

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

Timeliness

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

Informal Dispute Resolution

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

Grievance Handling

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of the Fire Chief or his designee. In the event of a
grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate safety. The employee shall not be allowed overtime compensation for meetings associated with a grievance that occur outside their normal work schedule.

**Grievance Procedure**

**Step 1:**

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

**Step 2:**

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

**Step 3:**

If the Union is not satisfied with the Fire Chief's Response, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.
Step 4:

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

Step 5:

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

Step 6:

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

Authority of the Arbitrator

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

A. Up until the date an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.

B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

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

Disciplinary Grievance Procedure

A. If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit system Rules, except as modified herein. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide:

1. Whether to request a hearing before the Personnel Board; or

2. Waive in writing his or her right to a hearing before the Personnel Board and instead, request a final decision from the City Manager.

B. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days.

C. If the employee is not satisfied with the City Manager’s decision, he or she may file a grievance with the Association or pursue his or her right to appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager’s decision.

D. If a grievance is filed, the Association will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Steps 5 and 6 and Authority of the Arbitrator. An arbitrator’s decision will be final and binding. If the Association declines to arbitrate the grievance, the employee may nevertheless retain his right to appeal the decision to Circuit Court.

E. An employee whose disciplinary grievance is advanced to arbitration must waive his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo. in writing. Nothing in this Section shall preclude one of the parties from appealing the ruling of the Arbitrator, if such appeal is permitted by law.
SECTION 2.07 – SHIFT EXCHANGE/TIME TRADING

Employees may time trade under the provisions of SFD Policy and Procedure 12.T50, Time Trading, and any future amendment thereto mutually agreed upon through the DRC process.
SECTION 2.08 – NON-SCHEDULED WORK

Guidelines for Non-scheduled Work

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

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

In the event the Fire Department must call in an employee, the Department will attempt to fill the vacancy with an employee of equal rank. To ensure adequate staffing the Department shall:

1. First utilize the call-in list to attempt to find an employee who will voluntarily report to work;

2. If a qualified employee on the call-in list cannot be called in, the Department shall then utilize the mass alert system to contact employees. The first qualified employee to respond to the alert shall be used to fill the vacancy;

   If necessary, the mass alert system shall be used to send a maximum of two (2) messages to obtain needed staffing. The first message will specify the staffing needed, the duration, and location. If required, the second alert will specify that it is the final request for staffing, specifying the staffing needed, the duration, and location;

3. If the required staffing need is not filled through the mass notification system and mandatory overtime is used, a third message will be sent indicating that members who had been placed on holdover have now been placed on mandatory overtime due to insufficient staffing;

4. If a qualified employee does not respond to the alert, then the Department shall utilize the roster to contact employees and can mandate that a qualified employee return to work.

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

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

In the event an employee is physically unable to safely perform the duties required for overtime, the employee shall be obligated to state that he or she is “sick.” The employee shall be exempt from being required to work that overtime assignment; however, the Fire Chief may order the employee to provide a doctor's note once the employee may safely report to a medical appointment.
In the event an employee is physically unable to report to work due to being out of the region, the employee shall advise the officer who is making the call-back of an estimated date and time in which the employee could report to work. If the employee’s presence is still required, the employee shall be exempt from being required to work until that estimated time is reached.

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

**Call-In List**

A call-in list shall be agreed upon between the Union and Fire Administration.

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

The supervisor given the authority to call in personnel for overtime purposes shall call personnel of the appropriate rank in which the vacancy exists listed on the day in which overtime is needed.

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

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

If an employee, who is on the call-in list, and who is contacted prior to 9:00 a.m., refuses to voluntarily report to work and had reasonable opportunity to remove their name from the call-in list, then that employee shall be given an oral reprimand. The oral reprimand shall be documented and maintained in a departmental file. The oral reprimand shall not be committed to the employee’s Human Resources’ personnel file. A second refusal within a rolling twelve (12)-month period shall result in the employee being denied the opportunity to enter their name on the call-in list for a period of twelve (12) months.

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

**Training Captains**

Employees in the role of Fire Captain in the Training Division may sign up on the Operations Division call-in list. Call-in shall not interfere with the normally assigned work schedule.

Training Captains are not eligible for call-in within 12 hours of the start of their normally assigned shift.
Fire Marshal – On-Call

Merit Rule 19.2.3 “Emergency Calls – Fire Marshals Assigned On-Call” shall apply to Fire Marshals on-call and as they are called upon. At least one (1) Fire Marshal shall be on-call during the following times:

1. Continuously from 6:00 p.m. Friday evening until 6:00 p.m. Sunday evening, each and every week;

2. From 6:00 a.m. until 6:00 a.m. the following day on: New Year’s Day, Presidents Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas; and

3. From 7:00 p.m. until 7:00 a.m. the following day on New Year’s Eve;

4. Unless otherwise agreed upon through the DRC process.

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

Fire Marshals who voluntarily accept routine call-in outside their normal work schedule during the work weeks where there is a holiday that is recognized by the CBA, Fire Administration will pay the extra hours at the rate of time and one-half (1 1/2) for the actual hours worked with no minimum number of hours. This does not impact Merit Rule 19.2.3 related to Fire Marshals working assigned on-call.

Fire Marshal Occupancy Checks

Normal staffing for when the Fire Department tasks a Fire Marshal with conducting occupancy checks is at least one (1) Fire Marshal. The Department may assign an additional Fire Marshal as conditions warrant.

Fire Marshal Response

A Fire Marshal who is not in an on-call status, and who responds for service upon request as a second certified bomb technician, or as a second certified fire investigator, shall receive a minimum of four hours guaranteed overtime at the rate of time-and-one-half, regardless of incident duration. These hours shall not overlap the normally assigned work hours.
**Travel Between Stations**

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

**Honor Guard**

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

In the event the Fire Department elects to participate in a parade, four (4) members of the Honor Guard shall participate in the parade along with an apparatus designated by the Department.

Four (4) members of the Honor Guard shall take part in the annual Fallen Fire Fighter Memorial in Kingdom City, Missouri. The Honor Guard members to participate in these events may be pulled from on-duty members of the Honor Guard if doing so does not bring staffing below minimum levels, or off-duty members of the Honor Guard may be called in. Irrespective of the foregoing, the Fire Department will not mandate any member of the Honor Guard to participate in an event. If there are not four (4) Honor Guard members willing to participate in an Honor Guard event, no Honor Guard will be sent, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.
SECTION 2.09 – EXTREME WEATHER

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

- Outside training requiring the use of turnout gear. Training requiring turnout gear may not occur when the temperature is at or below twenty degrees (20°) Fahrenheit, to include the wind chill, or above ninety degrees (90°) Fahrenheit based upon the National Weather Service.

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

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

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

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

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

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

When necessary, live burn training that occurs as part of the Fire Academy is exempt from the low temperature requirements of Section 2.09 (Extreme Weather).
SECTION 2.10 – APPARATUS STAFFING

The following applies to apparatus staffing levels within the bargaining unit. The Fire Department shall be committed to having at least two (2) Chief Officers or “Acting” Chief Officers on duty at all times. One of these Chief Officers may be the “On-Call” chief. Exceptions to staffing requirements as specified below include transit of on-duty personnel to scheduled meetings or department training. Out-of-service apparatus are not prohibited from responding to an incident due to staffing levels below the minimums.

The Department shall be normally staffed with the following positions:

- Thirty-six (36) Fire Captains;
- Nine (9) Fire Lieutenants;
- Eighteen (18) Rescue and Salvage Specialists;
- Forty-five (45) Equipment Operators;
- Ninety-Six (96) Firefighters;
- Five (5) Fire Marshals; and
- Three (3) Fire Training Captains.

For the purpose of this section, the term “Acting” refers to a member of the Fire Department of a different rank who has completed the qualification to perform the duties of the position they are filling consistent with the appropriate SFD Policy and Procedure. It is management’s right to objectively determine who qualifies as being able to competently perform the duties.

**Fire Engines & Truck Company Staffing:**

The minimum staffing level for each in-service engine or truck shall be:

1. One (1) Fire Captain or “Acting” Fire Captain; or One (1) Fire Lieutenant or “Acting” Fire Lieutenant
2. One (1) Equipment Operator or “Acting” Equipment Operator; and
3. One (1) Firefighter or “Acting” Firefighter.

Each in-service fire engine and truck company will be staffed with at least the minimum staffing level each day.

**Light Rescue Staffing:**

The minimum staffing level for an in-service light rescue shall be:

1. One (1) Rescue and Salvage Specialist; and
2. One (1) Rescue and Salvage Specialist or “Acting” Rescue and Salvage Specialist.
**Heavy Rescue Staffing:**

The minimum staffing level for an in-service heavy rescue shall be either:

1. One (1) Fire Captain, Fire Lieutenant or "Acting" Fire Captain;
2. Two (2) Rescue and Salvage Specialists; and
3. One (1) "Acting" Rescue and Salvage Specialist;
   
   or
1. One (1) "Acting" Fire Captain that is a Rescue and Salvage Specialist;
2. One (1) Rescue and Salvage Specialist; and
3. Two (2) "Acting" Rescue and Salvage Specialists.

**Squad Staffing:**

The minimum staffing level for a squad will be:

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

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

**Air Van Staffing:**

The minimum staffing level for an air van shall be:

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

**Water Rescue Staffing:**

The Water Rescue apparatus shall be cross staffed by qualified Water Rescue personnel. When such emergency or training occurs, fire companies at the Water Rescue station(s) shall be taken out of service if the staffing level drops below minimum.

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

The Hazardous Materials apparatus shall be cross staffed by qualified Hazmat personnel. When such emergency or training occurs, fire companies providing staffing for the Hazardous Material Team shall be taken out of service if the staffing level drops below minimum.

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

Support Vehicles

Support vehicles are not normally staffed; however, qualified on-duty personnel may be tasked with driving and operating these apparatus as needed for both emergency and non-emergency purposes. For emergency responses, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

For snowplow operations, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the plowing is twelve (12) hours or less. If the duration of the plowing is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Bomb Squad Staffing:

For Bomb Squad response to incidents outside city limits, a minimum of two (2) Fire Marshals shall be required.

Special Events Staffing:

Should an additional fire company be needed for Special Event coverage, the minimum staffing for special events shall be one (1) Fire Captain or “Acting” Fire Captain, or one (1) Fire Lieutenant and “Acting” Fire Lieutenant, one (1) Equipment Operator or “Acting” Equipment Operator, and one (1) Firefighter or “Acting” Firefighter. Additional apparatus and personnel may be assigned if deemed necessary by the Fire Chief.
ARTICLE 3 – COMPENSATION

SECTION 3.01 – FLSA, OVERTIME & PAYROLL SYSTEM

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

Pay Periods

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

For employees within the bargaining unit that are assigned a 56 hour per week schedule, the two week pay period shall include hours worked throughout a period starting on a Sunday at 7:00 am and ending two weeks later on a Sunday at 6:59:59 am. For employees within the bargaining unit that are assigned a 40 hour per week schedule, the two week pay period shall include hours worked throughout a period starting at midnight / 12:00 am on a Sunday and ending two weeks later on a Saturday at 11:59:59 pm.

Overtime Calculations

In accordance with 29 CFR 553.230, the Fire Department shall consider a “work period” as lasting twenty-eight (28) calendar days. Non-exempt non-administrative employees shall be entitled for overtime at a rate of time and a half (1 1/2) of their regular rate of pay for all time worked above two-hundred and twelve (212) hours in the twenty-eight (28) day work period. Overtime hours shall be based on actual hours worked and shall meet or exceed the standards set out in FLSA. The overtime rate of pay shall be time and a half (1 1/2) of the regular rate of pay as defined by the FLSA.

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

Employees who are requested to report to work from the call-in list and who report to work shall be paid at the regular rate of pay. Employees who are mandated to report to work from the call-in list and who report to work shall be paid at time and a half (1 1/2) of the regular rate of pay.

An employee, who is mandated to continue working past his or her scheduled shift, or mandated to come in early for their shift for any reason, shall be paid at a rate of time and a half (1 1/2) of the employee’s regular rate of pay for actual time worked. This provision shall be in accordance with the Merit Rules.

If an employee is mandated to work additional hours not continuous with their normal work hours, the employee shall be paid for a minimum of four (4) hours at a rate of time and a half (1 1/2) of the employee’s regular rate of pay. However, if the employee voluntarily continues to work past
his or her scheduled shift or voluntarily reports to work when called in, the employee shall be paid at the regular rate of pay for the actual hours worked.

If an employee is mandated to continue working past his or her scheduled shift for any reason, and then volunteers to work beyond the time when they were mandated to do so, they will be paid at the rate of time and one half (1 1/2) of the employee’s regular rate of pay until the time when they had the option to leave; after which, they will be paid at their regular rate of pay for the remainder of the time worked.

**Deductions**

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

1. Federal and State Withholding Taxes;
2. FICA (Social Security) & Medicare;
3. Group Life and Dependent Life on the first paycheck of the month;
4. Cancer Insurance along with its rider on the first paycheck of the month;
5. Dental Insurance on the first paycheck of the month;
6. Vision Insurance on the first paycheck of the month;
7. Credit Union;
8. Garnishments;
9. Union Dues on the first paycheck of the month;
10. PAC contributions, at a cost of ten cents ($0.10) per deduction;
11. Health & Medical Insurance Programs;
12. Deferred Compensation Program;
13. United Way contributions;
14. Cafeteria Plan deductions;
15. Pension contributions;
16. Such other items as may be required by law.
SECTION 3.02 – WAGES

A. Effective for Fiscal Year 2022:

The City will fund the Merit Steps for all Salary Grades within the bargaining unit contained in the Fire Protection Services (FPS) salary schedule.

The City will also move bargaining unit members for all Salary Grades, who have an overall satisfactory appraisal during FY22, and who are on step 6 to step 8, and who are on step 8 to step 10, effective on their regularly scheduled appraisal/increment date. Additionally, at the end of FY22, the City will freeze steps 7 and 9.

The City will also increase the base pay rate of the current top pay step 11 by 1.75% for all Salary Grades in the bargaining unit.

These changes shall be effective for the pay period commencing July 4, 2021, with a corresponding pay date of July 22, 2021.

B. The IAFF may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2022. Before the commencement of negotiations, the City shall provide the IAFF a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the IAFF’s calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the IAFF’s proposals to be considered during the budget process.

C. The IAFF may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2023. Before the commencement of negotiations, the City shall provide the IAFF a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the IAFF’s calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the IAFF’s proposals to be considered during the budget process.

D. At any time during the term of this Agreement, either party may notify the other party in writing that it wishes to re-open this Agreement for the limited purposes of: 1) modifying this Agreement to accommodate any ARPA funds allocated to the bargaining unit by the City; 2) negotiating over requiring members of the bargaining unit to be vaccinated against COVID-19 (which does not waive the City’s Management Rights on this issue). The parties agree to incorporate into the CBA any provision of an ordinance enacted by Springfield’s
City Council which provides for ARPA-funded premium pay to members of the bargaining unit.

The parties recognize that the reopener/agreement to incorporate relating to ARPA funds is part of the consideration for acceptance of the provisions in this CBA, including this Article 3, and that any incorporation or agreement reached as part of that reopener, including any agreement for premium pay or for other payment of ARPA funds, is also part of the consideration for this CBA.

**Out-Of-Title Pay**

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

When Out-Of-Title is compensable, it shall be calculated as eighty percent (80%) of the differential between the highest current Top Step at the time for bargaining unit employees (herein after the “Top Step”) of the employee’s current position and the Top Step of the higher full rank the employee is filling.

Out-Of-Title pay for personnel covered under items 1. - 5. below, will be paid only when the employee has worked at least six (6) consecutive hours in an Out-Of-Title position, and shall only be paid in increments of six (6) [6-11 hours], twelve (12) [12 - 17 hours], eighteen (18) [18-23 hours] or twenty-four (24) hours. No Out-Of-Title pay shall be paid for any increments of consecutive hours worked of less than six (6) consecutive hours. Twenty-four (24) hours of Out-Of-Title pay shall be paid for any increments of consecutive hours worked of twenty-four (24) or more consecutive hours.

Out-Of-Title is compensable when:

1. A Firefighter works as an “Acting” Equipment Operator or “Acting” Rescue and Salvage Specialist. The Firefighter shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS4, Top Step;

2. An Equipment Operator works as an “Acting” Fire Lieutenant or “Acting” Fire Captain. The Equipment Operator shall be paid eighty percent (80%) of the differential between FPS4, Top Step and FPS6, Top Step;

3. A Rescue and Salvage Specialist works as an “Acting” Fire Lieutenant, or “Acting” Fire Captain. The Rescue and Salvage Specialist shall be paid eighty percent (80%) of the differential between FPS4, Top Step and FPS6, Top Step;

4. A Fire Captain works as an “Acting” Battalion Chief. The Fire Captain shall be paid eighty percent (80%) of the differential between FPS6, Top Step and FPS10, Top Step;
5. The Firefighter working as an “Acting” Equipment Operator or “Acting Rescue and Salvage Specialist, or ordered to operate the HazMat, Water Rescue or support apparatus, shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS4, Top Step;

6. An “Acting” Captain is either the officer in charge or the member making a report on any specialty team response. They will be entitled to one-half (1/2) shift Out-Of-Title pay. If the emergency response lasts longer than twelve (12) hours, then the “Acting” Captain shall be entitled to a whole shift of Out-Of-Title. In the event the employee responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the employee shall be entitled to one (1) full shift of Out-Of-Title pay.

A Fire Lieutenant may serve in the role as “Acting” Fire Captain, but the Fire Lieutenant’s Out-Of-Title work is not compensable at the higher rate per a Union-Management agreement from the early 1990’s. A Fire Lieutenant shall not work Out-Of-Title as an “Acting” Battalion Chief until such time Out-Of-Title pay for Fire Lieutenant is renegotiated.

A Fire Captain or “Acting” Fire Captain may order his or her subordinate Firefighters, Equipment Operators, Rescue and Salvage Specialists, and/or Fire Lieutenant to work Out-Of-Title provided that they are appropriately qualified consistent with the appropriate SFD Policy and Procedure.

A Fire Lieutenant, or “Acting” Fire Lieutenant, may order his or her subordinate Firefighters and/or Equipment Operators, and/or Rescue and Salvage Specialists to work Out-Of-Title provided that they are appropriately qualified consistent with the appropriate SFD Policy and Procedure.

A Chief Officer may request a Fire Captain work Out-Of-Title as an “Acting” Battalion Chief, but the Fire Captain has the ability to refuse the Out-Of-Title work without negative consequences.
SECTION 3.03 – SPECIALTY TEAMS

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

Hazardous Materials Team

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

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

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

Members of the Hazardous Materials Team shall receive training consistent with NFPA 1072 at the Hazardous Materials Technician level. New members to the Hazardous Materials team shall be required to become State of Missouri IFSAC certified, and shall be compensated for acquiring and maintaining certification, when required. The team member who does not meet the NFPA 1072 requirements shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

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

**Water Rescue Team**

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

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

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

Before an employee is assigned to the Water Rescue Team, the employee must have successfully completed a swim test within the past twelve (12) months. Neither the City nor the Fire Department shall mandate a swim test for anyone other than a candidate for the Water Rescue Team or a current Water Rescue Team member. This paragraph is to prohibit the Department from testing every single employee every single year.

In addition to passing a swim test prior to appointment to the Water Rescue Team, members of the Water Rescue Team shall be required to obtain certifications meeting NFPA 1006 (2013) at the technician level for Swift Water Rescue and Swiftwater Rescue Boat Operator. Water Rescue Team members shall obtain certification meeting NFPA 1006 (2013) at the technician level for Ice Rescue, as available. All Water Rescue Team personnel shall be compensated for acquiring and maintaining certifications and attending required training. The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may be required to train as a technician at the direction and supervision of the Team Leader or their designee.
Team members shall receive proficiency pay in the amount of six-hundred dollars ($600.00) per year, with the team leader receiving one-thousand dollars ($1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month that they are on the team.

**Technical Rescue Team**

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

Members of the Technical Rescue Team shall be required to obtain and maintain the following IFSAC certifications and training programs to meet NFPA 1006 (2013) at the technician level:

- IFSAC certification in (Rope Core, 6.1 and 6.2) or approved IFSAC equivalent;
- Confined Space Technician
- Structural Collapse Technician
- Trench Rescue Technician

Technical Rescue Team members shall obtain IFSAC certification in the individual discipline areas of confined space, structural collapse, and trench rescue within one (1) year from the date of adoption of the IFSAC curriculum as the training standard by the Fire Department, or until such time that the Fire Department can provide the appropriate certification program.

The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

A Rescue and Salvage Specialist assigned to the team after the date of execution of this agreement must acquire certifications within one (1) year of assignment to the team, or within such time that the Fire Department can schedule the employee into the appropriate certification/training program – if they fail to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion.

In the event that a Rescue and Salvage Specialist who was appointed between January 1, 2021 and the date of execution of this agreement cannot pass the certification process, the employee will be given 1 year to retry and pass; and the employee will be compensated for completing all required training and testing processes necessary to achieve the certification and if they fail/refuse to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion. If fire administration determines that such an incumbent Rescue and Salvage Specialist should be demoted as a result of their inability to obtain certification, the demotion will be for cause, but will not be considered punitive against the member. This demotion will not preclude their ability to test for any promotion for which they were previously qualified.
A Fire Captain assigned as Technician Rescue Team Leader must obtain and maintain certifications within one (1) year of assignment to the team, or within such time that the Fire Department can provide the appropriate certification program. In the event the Fire Captain cannot pass the certification process, the Fire Captain will be subject to transfer. If the Fire Captain is required to change shifts, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

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

**Bomb Squad**

The Bomb Squad shall consist of at least two (2) Fire Marshals from the Springfield Fire Department, one of whom shall be the Team Leader, and may include additional personnel above the two (2) from outside agencies (Springfield Police Department and/or Greene County Sheriff’s Office). The Bomb Squad Commander shall be appointed by the Fire Chief. By virtue of their rank, all Fire Marshals shall be assigned to the Bomb Squad.
SECTION 3.04 – HEALTH INSURANCE

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

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

The City shall continue to convene its Health Insurance Committee. The Union shall continue to have two (2) positions within that committee.
SECTION 3.05 – PENSION AND RETIREMENT

Police & Fire Retirement System

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

Tier II

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

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

LAGERS

Employees hired after June 1, 2006 shall be members of the State of Missouri’s LAGERS L-11 pension plan. The City shall pay one-hundred percent (100%) of the required contributions, and employees shall maintain the status of non-contributory members of the L-11 plan.

Additional Funding Contribution

A permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) has been established and will be contributed for and by Tier I employees. This employee contribution rate will not be subject to recalculation, regardless of any actuarial calculation performed for the Fire AFC.

After the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the Board’s Actuary, or July 1, 2029, whichever comes first, the Fire AFC will cease to be calculated separately from other pension liabilities. It will then become a normal liability of the pension system. If the Fire AFC reaches a one hundred percent (100%) funding ratio, based on the Board’s Actuary study prior to July 1, 2029, the additional contribution of two-hundred ninety-one thousand nine-hundred eighteen dollars ($291,918) will end on the last day of the current fiscal year following the Board’s Actuary study.

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

These provisions solely relate to the Fire AFC benefit and are not meant to change or impact any other provisions or groups in the Police & Fire Retirement System.
SECTION 3.06 – MODIFIED DUTY

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

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

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

A period of extension is allowed at the discretion of the Fire Chief, with the Union President to be notified. The same sixty (60)-day application period shall apply.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

Presumptive Clauses within RSMO Chapter 87
An employee who becomes injured or ill due to a condition identified within RSMO 87.005 or RSMO 87.006, including but not limited to cancer, a circulatory or pulmonary condition, or infectious disease who may have the ability to return to work as determined by the employee’s physician, may request the same modified duty rights as an employee who becomes injured or ill in the line of duty.

Non-Duty
An employee, who becomes injured or ill outside the line of duty and who cannot perform assigned duties, may be offered modified duty consisting of meaningful work within the employee's medical restrictions at the discretion of the employer.
SECTION 3.07 – STEP RAISES

Entry-level Firefighters shall be placed at FPS-1, Step 1 on the FPS pay schedule. If an employee of the City of Springfield is hired as an entry-level Firefighter, the employee will be placed at the step within FPS-1 closest to their current step and grade and without receiving a reduction in pay.

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

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

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

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

In the event an employee does not receive an overall passing evaluation, the employee shall remain at his or her current step and grade for six (6) months. At the conclusion of the six (6) months, the employee shall be evaluated again. If the employee receives an overall passing evaluation, the employee shall advance to the next higher step within the FPS pay schedule. This six (6)-month mark will re-establish the employee’s employment anniversary date or promotional anniversary date for purposes of annual evaluations and step raises. If the employee does not receive an overall passing evaluation, the employee will be subject to discipline per Merit rule 12.4 (i) and 12.4 (j).
This section is contingent upon step raises being funded under Section 3.02 (Wages).
SECTION 3.08 – ADDITIONAL COMPENSATION AND BENEFITS

Special Reclassification

When a Fire Lieutenant is to be reclassified to a Fire Captain, the reclassification shall be offered to the employee based on SFD Policy and Procedure 12.T60. Upon reclassification, the employee will be placed on the same step on the FPS 6 pay grade which they occupied on the FPS 5T pay grade.

Longevity Pay

Employees hired before January 1, 2005 receiving longevity pay shall continue to receive this benefit under its current administration, with three-hundred dollars ($300) annually being paid to employees with five (5) years to nine (9) years, three-hundred sixty-four (364) days; six-hundred dollars ($600) annually being paid to employees with ten (10) years to fourteen (14) years, three-hundred sixty-four (364) days; nine-hundred dollars ($900) annually being paid to employees with fifteen (15) years to nineteen (19) years, three-hundred sixty-four (364) days; and one-thousand two-hundred dollars ($1200) annually being paid to employees with twenty (20) years or more.

Deferred Compensation (457) Plan

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

Additional Funding Contribution

In coordination with Section 3.05 (Pension and Retirement) of this Agreement (which includes a permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) for and by Tier I employees), after the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the City of Springfield’s Police Officer and Fire Fighter Retirement System Board’s Actuary, or July 1, 2029, whichever occurs first, funds in the amount of two-hundred ninety-one thousand nine-hundred eighteen dollars ($291,918) (base and benefits inclusive) will be reallocated to the compensation pool on a prospective basis. This amount will not reduce, but rather be in addition to any compensation pool negotiated for the next fiscal year. This amount can then be directed to pay or benefits as deemed necessary by the Union.
SECTION 3.09 – CLOTHING ALLOWANCE & UNIFORM GUIDELINES

Clothing Allowance

Employees shall receive a clothing allowance. The Fire Chief shall identify the clothing and uniforms authorized for the allowance, as well as the replacement schedule for the clothing and uniforms. The clothing allowance shall cover one-hundred percent (100%) of the cost of clothing and uniforms. Employees will be responsible for utilizing the clothing allowance to purchase clothing and uniforms at their own discretion; however, uniforms must be in good condition at all times and present a professional image.
ARTICLE 4 – LEAVE

SECTION 4.01 – VACATION

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

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate vacation as follows:

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- From eight (8) year to fifteen (15) years, three-hundred and sixty-four days (364) of service, the employee shall accumulate one-hundred sixty-eight (168) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate two-hundred forty (240) hours of vacation per year.

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

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate eighty (80) hours of vacation per year.
- From eight (8) years to fifteen (15) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate one-hundred sixty (160) hours of vacation per year.

Fire employees within the bargaining unit hired by the City of Springfield before July 11, 1995 shall not be capped on the amount of vacation earned. Fire employees within the bargaining unit hired by the City of Springfield on or after July 11, 1995 shall be capped on the amount of vacation hours earned at two (2) years’ accrual.

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

In instances where personnel are required to attend training to meet the requirements of their job description or for the initial training required for new members assigned to specialty teams, the department may restrict their ability to select leave time during those dates; however, if the department has not notified the employee of the need for them to attend the training prior to when
they request leave, the employee will be allowed to use their leave irrespective of the required training.

**Payout**

Upon completion of twelve (12) months' completion of employment, when an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused vacation hours, up to two (2) years' accrual or whatever his or her December 31, 2005 vacation balance had been, whichever is the greater amount. The payout of vacation balances shall be considered earned income for pension calculations for members of the Springfield Police and Fire Retirement system only.
SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY

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

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate continuous operations holiday as follows:

- New Year’s Day - twelve (12) hours
- Martin Luther King Day - twelve (12) hours
- Presidents’ Day - twelve (12) hours
- Memorial Day - twelve (12) hours
- Independence Day – (twelve) (12) hours
- Labor Day – twelve (12) hours
- Veterans’ Day – twelve (12) hours
- Thanksgiving – twelve (12) hours
- Christmas – twelve (12) hours

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

Bargaining unit employees hired by the City of Springfield before July 1, 2004 shall not be capped on the amount of continuous operations holiday accrued. Fire employees within the bargaining unit hired by the City of Springfield on or after July 1, 2004 shall be capped on the amount of continuous operations holiday hours accrued at two (2) years’ accrual.

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

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

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused continuous operations holiday hours, up to two (2) years’ accrual. The payout of continuous operations holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.
SECTION 4.03 – FLOATING HOLIDAYS

These provisions shall cover floating holiday accumulation and payout:

**Accumulation**

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

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

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

**Payout**

When an employee of the bargaining unit leaves the employment of the City of Springfield due to a retirement, the employee shall be paid out at his or her current hourly rate for any unused floating holiday hours. The payout of floating holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.
SECTION 4.04 – KELLY DAYS

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

Accumulation

Effective January 1, 2015, Fire Department employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted forty-eight (48) hours of Kelly Days per year during the first full pay period of the calendar year with the following exception:

Employees who voluntarily demote, promote, or move from a modified duty position, on a forty (40)-hour work week, to a twenty-four (24)-hour shift position will receive two (2) Kelly Days if it occurs after January 1 but before April 1, or one (1) Kelly Day if it occurs on or after April 1 but before September 1, provided they did not receive Kelly Days on January 1 of that calendar year.

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

Redemption

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused Kelly Day hours. The payout of Kelly Day balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.
SECTION 4.05 – PIN DAYS

These provisions shall cover Pin Day accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted a balance of leave time equivalent to twelve (12) hours following the successful completion of five (5) years’ service with the City of Springfield. This shall be known as a Pin Day. A Pin Day shall be granted again following the successful completion of ten (10) years’ service, fifteen (15) years, twenty (20) years, and so on.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of one (1) days’ worth of a Pin Day under the benchmarks established in the preceding paragraph.

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

Payout

Pin Days are not eligible for payout when an employee of the bargaining unit leaves employment with the City of Springfield regardless of the reason for departure.
SECTION 4.06 – SICK LEAVE

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

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted one-hundred forty-four (144) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to two-thousand one-hundred sixty (2,160) hours of sick leave.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted ninety-six (96) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to one-thousand four-hundred forty (1,440) hours of sick leave.

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

Payout

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

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

Redemption

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

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

All redemption requests are subject to the following:

1. Employee must have used no more than forty (40) hours (or forty-eight (48) hours for employees regularly assigned to a twenty-four (24)-hour shift) of personal sick leave during the twelve (12) months prior to the request. The request also must not reduce the employee’s remaining accrued personal sick leave balance below seven-hundred twenty (720) hours or one-thousand eighty (1,080) hours for employees normally scheduled on a twenty-four (24)-hour shift, and

2. Employee may not have more than one (1) redemption request granted in a given fiscal year, and

3. Employee will be paid seventy-five percent (75%) of his or her hourly pay rate at the time of the redemption request for each of the hours redeemed, and his or her accrued sick leave balance will be reduced by the number of hours redeemed. The employee’s maximum number of unused sick leave hours he or she may accumulate shall also be reduced by the number of sick leave hours the employee has redeemed, and

4. Employee hired before July 1, 1998 who is eligible to receive payment for unused sick leave upon separation from City service will have the hours credited in the unused sick leave payment calculation reduced by any hours redeemed, and

5. Sick leave redemption program shall be conditioned upon the continued availability of funds appropriated for this purpose and may be suspended or discontinued at any time by the City Manager without prior notice.
SECTION 4.07 – MILITARY LEAVE

Merit Rule 21.5 shall apply to requests for military leave made by members of the bargaining unit, except that for employees who are assigned a 56 hour work week, the one hundred twenty hour amount referenced in Rule 21.5 shall be replaced with one hundred seventy hours. In that regard, any bargaining unit member with proper military orders or other official military documentation on file with the Department of Human Resources as of October 1, 2020, or who files them at any time thereafter; and who is assigned a 56 hour work week; and who otherwise complies with the requirements of Rule 21.5; shall be entitled to up to one hundred seventy hours of paid military leave time per federal fiscal year. The remainder of the requirements of Rule 21.5 shall apply to any such request.
ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.01 – EQUAL OPPORTUNITY

The City and the Union agree that they will not discriminate against any employee because of race, color, religion, gender, age, national origin, sexual orientation, a gender identity, status as a protected veteran, or status as a qualified individual with a disability.

In this Agreement, words shall be construed as non-sexist and non-applicable to any gender but shall include both the feminine and masculine.
SECTION 5.02 – SAVINGS PROVISION

In any of the terms and conditions of this Agreement are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, the affected provision of this Agreement shall be null and void and subject to discussion. If any part, provision, or section of this Agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Agreement.
SECTION 5.03 – PERIOD OF THE AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall take effect upon execution by the parties and shall continue in full force and effect and shall expire on June 30, 2024, and the City and the Union shall meet prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) calendar days of the expiration of this Agreement, and should such an agreement not be deemed to be inevitable, either party may declare an impasse.

During impasse, this Agreement shall remain in full force and effect.

This CBA shall remain in effect during any negotiations and shall continue in force during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the Agreement shall remain in effect until either a new agreement is reached or until any impasse is resolved as set forth under Section 2.94(n) of Special Ordinance 6090.
SECTION 5.04 – REOPENING CLAUSE

Unless otherwise specified in this CBA, only through mutual agreement may the City and the Union reopen this CBA, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.
SECTION 5.05 – NO STRIKE/NO LOCKOUT

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

It is further agreed that union employees will not be required to cross picket lines at locations, for purposes other than performing the essential functions of their jobs.
SECTION 5.06 – CALENDAR DAYS

For purposes of this Agreement, when the last calendar day falls on a Saturday, Sunday or City holiday, then all notices and related materials will be considered timely if delivered on the next working day for City of Springfield administrative offices.
SECTION 5.07 – SUBSTITUTION OF UNION TITLE

For purposes of this Agreement, when the term "Shop Steward" is used in this Agreement, it means "District Vice President."
SECTION 5.08 – APPROVAL OF THE AGREEMENT

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

Chad Davis, President  
IAFF Local 152

6-29-2021  
Date

Jason Gage, City Manager  
City of Springfield

6/30/21  
Date

Approved as to form:

City Attorney or designee
FIRST ADDENDUM TO JULY 1, 2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152

THIS FIRST ADDENDUM ("the First Addendum") to SECTION 4.02 of THE COLLECTIVE BARGAINING AGREEMENT IS BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 (IAFF).

Whereas, on August 16, 2021, the City and the IAFF, met in order to discuss and bargain over reopening Section 4.02 – Holiday & Continuous Operations Holiday, of the July 1, 2021, collective bargaining agreement in order to propose the addition of one holiday, Juneteenth.

Whereas, the parties agreed, subject to bargaining unit ratification and City Council approval, to reopen Section 4.02 in order to amend the "Accumulation" section to include the Juneteenth holiday; and

Whereas, the IAFF agreed to submit to the bargaining unit a proposed addendum to Section 4.02 for ratification; and

Whereas, the City agreed, upon the bargaining unit’s ratification of the proposed addendum, to submit the proposed addendum to the City Council for approval and authorization.

Now therefore, in consideration of the foregoing, the parties agree to amend Section 4.02, "Accumulation" in the following manner:

(Underlined sections represent new language)

SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY

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

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate continuous operations holiday as follows:

- New Year’s Day - twelve (12) hours
- Martin Luther King Day - twelve (12) hours
- Presidents’ Day - twelve (12) hours
- Memorial Day - twelve (12) hours
- Juneteenth – twelve (12) hours
- Independence Day – (twelve) (12) hours
• Labor Day – twelve (12) hours
• Veterans’ Day – twelve (12) hours
• Thanksgiving – twelve (12) hours
• Christmas – twelve (12) hours

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

Bargaining unit employees hired by the City of Springfield before July 1, 2004 shall not be capped on the amount of continuous operations holiday accrued. Fire employees within the bargaining unit hired by the City of Springfield on or after July 1, 2004 shall be capped on the amount of continuous operations holiday hours accrued at two (2) years’ accrual.

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

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

The remainder of Section 4.02 shall remain unchanged.

Chad Davis, President
IAFF Local 152

12-21-2021
Date

Jason Gage, City Manager
City of Springfield

1-3-22
Date

Approved as to form:

City Attorney or designee
SECOND ADDENDUM TO JULY 1, 2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152

THIS SECOND ADDENDUM ("Second Addendum") IS TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 (IAFF).

Whereas, on November 2, 2021, Council’s ARPA Review Committee voted to recommend allocating a portion of the City’s American Rescue Plan Act ("ARPA") funds to provide retention pay for all full-time employees of the City’s Departments of Police, Fire, and Health over a three-year period, with active employment being a prerequisite to receiving any single retention payment during the three-year period;

Whereas, on November 15, 2021, City Council approved a resolution expressing City Council’s support for the Council ARPA Review Committee’s recommendation to provide up to $6,000 in retention pay over a three-year period to all full-time employees of the City’s Departments of Police, Fire, and Health, with active employment being a prerequisite to receiving any single retention payments during the three-year period and authorizing the City to engage in collective bargaining regarding such retention pay; and such pay was anticipated to be provided as up to a $2,000 lump sum in the first year and as equal payments each biweekly pay period in the second and third year;

Whereas, also on November 15, 2021, City Council approved a resolution expressing its support for mid-year pay increases for all City employees;

Whereas, Section 3.02(D) of the July 1, 2021, CBA grants either party the right to notify the other party that it wishes to re-open the CBA for the limited purpose of modifying the CBA to accommodate any ARPA funds allocated to the bargaining unit by the City and the City did provide such notification to the IAFF; and

Whereas, on December 1, 2021, the City and the IAFF, met to discuss ARPA funds to be allocated as retention pay for members of the IAFF bargaining unit and also to discuss a mid-year pay increase.

Now therefore, in consideration of the foregoing, and contingent upon ratification by the bargaining unit and approval and authorization from City Council, the parties agree to amend Section 3.02 "Wages" of the CBA by adding new sections E. and F, as set forth below (additions are listed in italics, deletions are stricken):

SECTION 3.02 – WAGES

E. ARPA Retention Pay. Except as provided in subpart (a) below, all full-time employees within the bargaining unit who are employees on February 13, 2022, will receive a $2,000.00 retention payment included within the March 3, 2022 paycheck; all full-time employees within the bargaining unit who are employees on February 12, 2023, will receive a $2,000.00 retention payment included within the March 2, 2023 paycheck; and all full-time employees within the bargaining unit who are employees on February 11, 2024, will receive a $2,000.00 retention payment included within the
February 29, 2024 paycheck. The parties recognize that these retention payments are derived solely from ARPA funds and that neither ARPA funds nor any other type of funds have been allocated for any retention payments beyond those set forth herein.

(a). Employees on unpaid military leave. Those employees who are on unpaid military leave on any of the three eligible dates (February 13, 2022; February 12, 2023; or February 11, 2024) may choose to receive their $2,000.00 payment on the respective paycheck date set forth above (March 3, 2022; March 2, 2023; and February 29, 2024) but in order to do so such employees must take some amount of paid leave during the applicable pay period. If such employees do not decide to take any paid leave during the applicable pay period, then the respective retention payment will be made at the earlier of when the employee returns from military service or the last paycheck of the calendar year that the retention payment was earned in.

F. Effective with the pay period starting January 30, 2022, with a corresponding pay date of February 17, 2022, the City will implement an across-the-board four percent (4%) increase to all Salary Grades listed on the current Fire Protection (FPS) Union 80 Hour and 112 Hour Schedules. New FPS Union Schedules reflecting these increases are attached hereto and incorporated herein.

Chad Davis, President
IAFF Local 152

[Signature]

2-1-2022
Date

Jason Gage, City Manager

[Signature]

2-1-2022
Date

Certification that this Second Addendum to the July 1, 2021 IAFF CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of Finance

[Signature]

Approved as to form:

City Attorney or designee
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Light Gray. Per CBA, Steps 7 and 9 will be phased out and frozen by the end of Fiscal Year 2022.
## Salary Change

### 4% Salary Increase to all Grades and Steps

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Light Gray: Per CBA, Steps 7 and 9 will be phased out and frozen at the end of Fiscal Year 2022
THIRD ADDENDUM TO JULY 1, 2021, COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152

THIS THIRD ADDENDUM ("Third Addendum") IS TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 (IAFF).

Whereas, the City and IAFF are parties to a July, 2021, CBA, regarding the bargaining unit defined in the CBA, and said CBA was previously amended by First and Second Addendums;

Whereas, Section 3.02 of the CBA allowed the IAFF to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 and the IAFF did so notify the City;

Whereas, the IAFF and City engaged in wage reopener negotiations and reached a tentative agreement to amend Section 3.02 – Wages, by including a new subpart titled "Fiscal Year 2023 Wage Reopener Agreement" to be effective July 1, 2022; and

Now therefore, in consideration of the foregoing, and contingent upon ratification by the bargaining unit and approval and authorization from City Council, the parties agree to amend Section 3.02 – Wages of the CBA by adding a new subpart to the end of Section 3.02, which shall be titled “Fiscal Year 2023 Reopener Agreement,” as set forth below (additions are listed in italics, deletions are stricken):

SECTION 3.02 – WAGES

Fiscal Year 2023 Wage Reopener Agreement

1. Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules.
2. Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will implement a four percent (4.0%) across-the-board increase to all salary grades listed on the current Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules. New Fire Protection Schedule Union Salary Schedules reflecting these increases are attached hereto as Exhibit 3A and incorporated herein.
3. The City will amend its salary ordinance to incorporate the changes set forth in (1) and (2) above.
Certification that this Third Addendum to the July 1, 2021, IAFF CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of Finance

Approved as to form:

City Attorney or designee
# FIRE PROTECTION (FPS) UNION SALARY SCHEDULE

**City of Springfield, MO**  
**Human Resources Department**

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**Effective Date:** 7/1/2022

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**General Order (G.O.) XXXX:** 4% Increase to all Grades and Steps

**80 Hours Per Pay Period**
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