

Memorandum of Agreement

Northland Regional Ambulance District

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IAFF Local 42

January 1, 2017 through December 31, 2022

1.1 Preamble

- (a) This Agreement is entered into by and between the Northland Regional Ambulance District (NRAD) of Clay and Platte Counties, Missouri (the "Employer" or "District"), and the International Association of Firefighters, Local Union 42, Greater Kansas City, Missouri (the "Union").
- (b) This agreement strives to achieve and maintain harmonious relations between the Employer and the Union and its members, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper wages, hours, and other conditions of employment. It is a goal of this Agreement to secure for the citizens of the District the prompt, reliable, and expert service they desire. Both the Employer and the Union hereby acknowledge and agree that the public interest must be a primary consideration in every decision they make.
- (c) This Agreement represents the total and complete agreement between the Employer and the Union and its members. Any amendment or change to this Agreement must be reduced to writing and signed by both the Employer and the Union.

2.1 Recognition

The District hereby recognizes the International Association of Fire Fighters, Local No. 42, as the sole and exclusive bargaining representative with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

The bargaining unit for which this recognition is accorded includes all full-time and PRN employees below the classification of Battalion Chief, and any other uniformed position created that falls below the rank of Battalion Chief, employed by the District. This specifically excludes Executive Director, Battalion Chief, clerical staff and all other administrative and clerical employees in all other classifications of the District.

Full-time employees are those who are ordinarily and regularly scheduled to be on duty 2,902 hours per year (not accounting for PTO use and approved leaves of absence). PRN employees are those who are scheduled on an as-needed basis.

In the event the District proposes a new bargaining unit position, the Labor/Management Committee shall discuss the proposed new position. The Committee may make recommendations regarding the position to the District Board.

The Union and the District agree to submit this new bargaining unit description jointly to the Missouri State Board of Mediation for unit clarification upon ratification and approval of the labor agreement by the Union and the District.

2.2 Union Security

- (a) All Employees covered by this Agreement shall, as a condition of continued employment, become members of the Union on or before the 30th day following the beginning of employment, or the effective date of this Article, whichever is later, and shall continue their membership in the Union during the term of this Agreement. Employees who elect not to become members of the Union with full internal Union rights and responsibilities shall, as a condition of continued employment by the Employer, pay to the Union a service fee equal to the percentage of the Union's regular dues and initiation fees used to defray the costs and expenses incurred by the Union in fulfilling its legal duty to act as the exclusive collective bargaining representative for all employees in the bargaining unit.
- (b) Upon written notice from the Union, the Employer will terminate the employment of any Employee who fails to meet the obligations set out in Paragraph 2.2(a). The Union shall promptly notify any Employee requesting such information of the amount of the service fee Employees may elect to pay in lieu of becoming full members of the Union. Prior to sending notice to the Employer that any Employee has failed to fulfill the obligations set out in Paragraph 2.2(a), the Union will provide written notice to the Employee and give the Employee one week to pay any amounts then in arrears. Employees who pay past due amounts within the one-week period will not be subject to termination of their employment.
- (c) The Union agrees that in the event an employee in a bargaining unit position represented by the Union seeks membership in the Union, after the effective date of this Agreement, and tenders the appropriate initiation fee, dues, dues authorization and other documents or materials required for membership, and is denied membership by the Union, such employee will not be required to pay dues or a service fee as provided for in this Agreement.

2.3 Dues Checkoff

- (a) The Employer shall deduct from the wages of all full-time Employees who authorize in writing such deduction the amount necessary to cover monthly Union dues, fees, and assessments. The Employer shall also deduct from the wages of all PRN Employees who authorize such deduction an amount equal to 5% of gross earnings, up to a maximum amount equal to one-half of the dues charged to full-time Employees each month.
- (b) Deductions shall be made on a bi-weekly basis, and all funds withheld shall be forwarded to the Union on or before the 10th day of the month following the month in which the deductions are made. Dues deduction authorizations shall be irrevocable for one (1) year from the date of execution, or until the expiration of this Agreement, whichever occurs first. All funds deducted pursuant to this Paragraph 2.3 will be remitted monthly to the Secretary-Treasurer of Local 42. The Employer shall provide a monthly report to the Union showing all dues, fees, and assessments withheld from individual Employee paychecks and submitted to the Union, and showing the number of hours worked by each PRN employee.

- (c) The Union agrees to indemnify and hold the District harmless and defend the District against any liability which may arise by reason of any action by the District in complying with the provisions of Sections 2.2 and 2.3 of this Agreement, provided that: The District gives the Union notice in writing of any claim, demand, suit or other form of liability in regard to which the District will seek to implement this Section; and, if the Union so requests in writing and the District agrees, the District will relinquish to the Union full responsibility for defense of such claim, demand, suit or other form of liability and will cooperate with the Union in gathering evidence, securing witnesses and all other aspects of said defense. It is expressly understood that the provisions of this Section will not apply to any claim, suit or other form of liability which may arise as a result of any type of willful misconduct by the District or the District's bad faith execution of the obligations imposed by this Agreement.
- (d) The District's obligations under Sections 2.2 and 2.3 shall cease upon the expiration of this Agreement.

2.4 Union Business and Union Access

- (a) Meetings between the District and representatives of the Union shall, to the extent possible, be held during regular business hours. Where it is necessary for a District employee to participate in such a meeting as a representative of the Union, the Union shall make its best efforts to secure the assistance of a representative who is not on duty. If it is necessary for an on-duty employee to participate in a meeting as a Union representative, the employee will remain on duty and will be subject to call out for emergency responses.
- (b) The Union shall make every effort to arrange its business so that on-duty employees can focus their full attention on their regular duties. To the extent it is necessary for a Union representative who is a District employee to perform Union business while on duty, the District will release no more than one employee at any given time, and only if the District will be able to meet its staffing requirements without calling any employee in on overtime pay, or in a way that would create additional overtime later during the same work week.
- (c) IAFF representatives shall be given access to NRAD facilities at reasonable times, after first notifying a member of management and securing approval for facility visits. No reasonable request will be denied. Union representatives must conduct themselves in such a way as to not disrupt the regular operations of the District.
- (d) The District will work with the Union in good faith to provide reasonably prompt and thorough responses to Union requests for information that is necessary to permit the Union to adequately represent the interests of its members. The Union agrees to submit all information requests in writing.

- (e) The District will notify the Union within three business days following the date of hire of any new employee of the employee's name, job classification, and contact information.

2.5 Bulletin Boards

The District will furnish space for a Union bulletin board at each facility to which bargaining unit members are assigned. Union bulletin boards shall be used for official Union business only, and no one shall post any disparaging or inflammatory statements on any Union bulletin board. No political material of any kind shall be posted on any Union bulletin board.

2.6 Non-Discrimination

- (a) The District and the Union agree not to interfere with the rights of employees to become or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the District or Union or any representative of either against any employee because of any lawful activity for or against the Union.
- (b) The parties to this agreement shall not discriminate against any person on the basis of race, age, gender, disability, national origin, marital status, sexual orientation or any other basis which is prohibited by law.

2.7 Direct Deposit

The District shall maintain a direct deposit payroll system which allows employees to designate a Bank or Credit Union account for direct deposit of their pay, and that also allows employees to elect, on a voluntary basis, to have a portion of their pay withheld and electronically deposited to a Political Action Committee or Continuing committee designated by the Union.

3.1 Management's Rights

- (a) It is the intention of the parties hereto that the District retain, and the District does retain, each and every right and privilege that it ever had and enjoyed except insofar as it has, by specific provision of this Agreement, agreed to limit such rights.
- (b) Without limiting the generality of the foregoing, the District reserves and retains, solely and exclusively, all rights of management which have not been expressly abridged by a specific provision of this Agreement and all of its Common Law rights to manage the business, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited to, its rights to determine the existence or non-existence of facts which are the basis of a management decision; to determine prices, methods of operation, methods of financing, and types of equipment to be used; to perform or not perform jobs; to establish or continue

reasonable policies, practices, and procedures governing employee conduct, safety, and the operation of the District, and to change or abolish such policies, practices or procedures; to determine and from time to time re-determine the number, location, relocation and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue operations or to discontinue their performance by employees of the District; to select, determine and schedule the number and types of employees required; to determine criteria for hiring employees and to hire employees; to assign work to employees and to have supervisors perform work in accordance with requirements determined by management; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work; to determine the facts of lack of work; to discipline and discharge employees for just cause; and all other prerogatives and responsibilities normally inherent in management. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, shall remain vested exclusively in the District.

3.2 Standard Operating Procedures

- (a) The District will maintain a complete, printed copy of this Agreement and its Standard Operating Procedures, shift schedule, and job descriptions at each facility it operates, in a location where these items are easily accessible to on-duty employees. The District will also provide a complete written copy of its Standard Operating Procedures, shift schedule, and job descriptions to the Union. The District will update these materials each time it amends or abolishes existing policies, procedures, schedules, or job descriptions, or establishes new policies, procedures, schedules, or job descriptions.
- (b) When the District wishes to adopt any new policy or procedure, or amend or revoke any existing policy or procedure, it shall first provide an advance copy of the change to the Union, at least ten (10) calendar days before implementing the policy or procedure, where practical. Management will meet with the Union upon request to discuss the change. The District will consider in good faith any suggestions the Union may offer, but retains the right under Section 3.1 above to implement new policies or procedures, and to amend or revoke such policies or procedures, without obtaining the Union's agreement to such changes. The Union retains the right to grieve the implementation of any change at the time the change is issued.
- (c) Where there is any difference between the Standard Operating Procedures and a specific provision of this Agreement, this Agreement will be controlling.

3.3 Labor-Management Committee

A committee consisting of two representatives of the District and two representatives of the Union will meet on a quarterly basis to discuss matters of mutual interest to the District and the Union. Topics to be addressed may include, but are not limited to the adoption,

amendment, or revocation of any Policy or SOP under Section 3.1(b) and 3.2(b), above, as well as any change to any Policy or SOP, or the adoption of any new Policy or SOP the Union wishes to recommend or discuss. Each party shall advise the other at least three (3) days in advance of topics they plan to raise in Committee meetings. The President of Local 42, or one designee of the President, may attend any Committee meeting on an ex-officio basis.

3.4 No Strikes and No Lockouts

- (a) Understanding the importance of Emergency Medical Services to the citizens of the District, the Union and its members agree that there will be no strikes, work stoppages, slow downs, or refusal to perform work of any kind (including but not limited to station duties), or any other concerted interference with District operations.
- (b) The District will not engage in any lock out of any kind.
- (c) Any employee who refuses to perform any assigned work shall be subject to immediate discharge from employment, excepting only refusals made due to good faith safety concerns that are promptly communicated to management. Discharged employees shall have access to the grievance procedure, but if it is determined that the employee violated Section 3.4(a), the discharge must be upheld.
- (d) The Union and the District shall have the right to enforce the terms of Sections 3.4(a) and 3.4(b) by restraining order, injunction, and claims for damages in the courts of the State of Missouri upon proof of the existence of a violation of either section.

3.5 Bargaining Unit Work

Supervisory employees who have the necessary qualifications may fill in on an emergency or ad hoc basis when bargaining unit members are not available.

4.1 Station Quarters

The District will provide secure, safe, and healthy station locations for its crews. The District will provide reasonable living conditions for the crews, including: off-street parking, telephone service for local calls only, utilities, kitchen facilities, and sleeping facilities. The employees assigned to any station will be responsible for keeping the station clean. The District will continue to contribute the amounts it currently spends toward securing cable television or satellite television service at each facility.

4.2 Residency

There shall be no residency requirement for any member of the bargaining unit.

5.1 Discipline and Discharge

- (a) The District may discipline or discharge employees who have completed their probationary period for just cause only. The District will maintain an SOP giving examples of the types of conduct that can lead to discipline, but it is mutually understood that this list is intended to provide examples only, and is not a comprehensive description of all of the conduct that could lead to discipline. Employees are expected to exercise good judgment and behave in a professional and courteous manner at all times.

- (b) The parties mutually agree that progressive discipline is the preferred response to misconduct or unacceptable job performance. The District will use the disciplinary steps described below. The disciplinary action taken in any specific case may start at any level of the progressive disciplinary structure (including termination of employment) depending upon the severity of the misconduct, negligence or unsatisfactory performance involved, as well as any other incidents of misconduct, negligence, or unsatisfactory performance in the District's file on the employee. The employee's overall work history, and any other pertinent factors, shall be considered in determining whether it would be appropriate to reduce the level of discipline.
 - (i) *Verbal Warning.* A verbal warning is a formal oral reprimand to an employee. A written record of the warning shall be recorded in the employee's file.
 - (ii) *Reprimand.* A reprimand is a written warning to an employee, a copy of which shall be recorded in the employee's personnel file.
 - (iii) *Suspension.* A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time.
 - (iv) *Dismissal (Discharge or Termination).* Dismissal is the permanent removal of an employee from District employment.

- (c) Verbal warnings and reprimands contained in the District's file on an employee shall not be used as the basis for progressive discipline after one (1) year from the date of the disciplinary action. Suspensions contained in the District's file on an employee shall not be used as the basis for progressive discipline after two (2) years from the date of the disciplinary action.

- (d) Whenever it appears that a situation may warrant the application of disciplinary action(s), other than a verbal warning, management shall follow the steps set out below. If it appears necessary or prudent to remove the employee from the workplace pending investigation, the Executive Director or Battalion Chief may place the employee on paid administrative leave pending conclusion of the steps set out below.
 - (i) Initiate an investigation into the situation. The investigation shall include interviews of any complaining employee or citizen, interviews with any

available witnesses, and a discussion of the situation with the accused employee (during which the employee shall be given an opportunity to provide his or her side of the story). Any accused employee may be represented by a Union representative during any interview that may reasonably be expected to lead to discipline, at the option of the individual employee.

- (ii) At the conclusion of the investigation, the findings of the investigation shall be documented in writing. Management shall consider the findings of the investigation, and shall make a tentative disciplinary decision. At that time, Management shall again meet with the employee (and Union representative, if desired) to discuss the findings of the investigation and to obtain any further input the employee wishes to provide.
- (iii) Management shall then make a final decision as to the disciplinary action, and provide a written disciplinary action notice to the employee and the Union. A copy of the documentation of the investigation, as well as the disciplinary action notice, shall be inserted into the employee's personnel file. The employee may submit comments in writing to be attached to the disciplinary action notice.
- (e) In cases involving unsatisfactory performance of an employee's duties or if the unsatisfactory performance does not involve negligence, willful neglect, or gross incompetence or Management shall notify the employee of the shortcomings in his or her job performance, explain the District's performance expectations, and give the employee a reasonable opportunity to improve his or her performance before initiating the disciplinary process. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the District's in-house resources, the District shall provide and the employee shall willingly and in good faith participate in such training. Training time under this section shall be paid time, and shall normally be scheduled during the employee's regular working hours.
- (f) Coaching and counseling. Management may discuss performance or conduct concerns with employees on an informal basis without invoking the disciplinary process. The District may retain written notes documenting such conversations, but those notes shall not be considered to constitute discipline of any kind.
- (g) The District shall implement a no-fault attendance policy, which shall provide for progressive discipline according to the schedule set out below. Absences qualifying for FMLA coverage shall not count toward discipline.

2 unexcused absences in any rolling twelve-month period = coaching and counseling
3 unexcused absences in any rolling twelve-month period = verbal warning
4 unexcused absences in any rolling twelve-month period = written warning
5 unexcused absences in any rolling twelve-month period = final written warning
6 unexcused absences in any rolling twelve-month period = discharge

5.2 Grievance Procedure

- (a) All disputes or disagreements about the interpretation, application, or alleged violation of any provision of this Agreement shall be resolved exclusively through the use of the grievance procedure set out in this Section 5.2, except as provided under Section 3.4(d).
- (b) The Employer shall recognize representatives designated by the Union as the grievance representatives of the bargaining unit.
- (c) Grievances shall be resolved in the following manner:

Step 1: If the Union or any employee wishes to assert that any action or decision by Management has violated any provision of this Agreement, they shall first informally discuss the matter with the Executive Director or Battalion Chief. The Union or any employee wishing to initiate the grievance process with regard to any matter must raise the issue with the Executive Director or Battalion Chief within ten (10) days after the Union or employee first knew or should have known of the issue being addressed.

Step 2: If the grievance is not resolved as a result of the initial discussion called for in Step 1, then the Union or employee pursuing the grievance shall prepare a written description of the facts giving rise to the grievance, the nature of the alleged violation of this Agreement, and the section(s) of the Agreement allegedly violated. The written grievance statement must be submitted to the Executive Director within ten (10) days after the matter was first presented under Step 1, above, or the grievance shall be considered waived.

When any grievance is properly submitted under Step 2, the Executive Director shall investigate the matter, discuss the issue with the Union and grievant, and provide a written answer to the Union and the grievant within ten (10) days after first receiving the written grievance.

Step 3: If the Union is not satisfied with the Executive Director's answer at Step 2 of the grievance process, it may appeal the decision in writing to a subcommittee of the District's Board of Directors. Said subcommittee shall consist of three (3) members of the Board, to be selected by the Board from time-to-time as it sees fit. The Board subcommittee shall review the written grievance and the Executive Director's response, and hold a hearing at which both the Union and Management shall be entitled to make arguments, present evidence, and call witnesses. This hearing shall take place within thirty (30) days after the Board first receives the Union's appeal notice.

Within thirty (30) days after the grievance hearing, the Board subcommittee shall issue a written decision resolving the grievance.

Step 4: If either the Union or Management is not satisfied with the decision of the subcommittee of the Board of Directors, either side may appeal the decision by submitting a letter to the other, demanding that the case be submitted for advisory arbitration. Such letter must be submitted within seven (7) days after the subcommittee of the Board of Directors issues its decision. The party demanding advisory arbitration shall then request a panel of seven (7) names from the Federal Mediation and Conciliation Service. The party demanding advisory arbitration shall strike first from the list, and the parties shall then alternate strikes until only one name remains. The final person remaining on the list shall serve as the advisory arbitrator. The advisory arbitrator shall conduct a hearing consistent with FMCS rules, after which the parties shall have the option of submitting written briefs to the arbitrator. The arbitrator shall issue a written decision in the case within 45 days after he or she receives the parties' post-hearing briefs, or if no briefs are submitted, within 45 days after the hearing is concluded. The parties shall split the arbitrator's bill equally between them.

The full Board of Directors shall consider the decision of the advisory arbitrator at its next regularly scheduled meeting, and shall either adopt the decision, or order such other final action on the grievance as it deems appropriate. The decision of the Board of Directors shall be final and binding upon the District, the Union, and the employee(s) involved.

- (d) Nothing found in this Article shall prevent the parties from voluntarily agreeing upon an alternative method for dispute resolution on a case-by-case basis. Such alternative methods may include mediation, the holding of informal meetings to discuss the matter, or some other mutually agreeable approach.

6.1 Job Classifications and Seniority

- (a) The following job classifications will exist within the bargaining unit: paramedic (EMT-P), and emergency medical technician (EMT). The District will maintain updated, accurate job descriptions for each classification. Employees may be assigned special projects or responsibilities on an individual basis, depending upon the needs of the District.
- (b) The District will maintain a seniority list showing each employee's District-wide seniority and seniority within his or her job classification. This list will be posted at each station, mailed (either in hard copy format or via electronic mail) to the Union, and updated on a quarterly basis.
- (c) If two employees have the same hire date, the employee who first covers a regular shift shall be considered the senior employee.

- (d) If an employee leaves employment with the District for any reason, the employee's seniority shall lapse immediately. If the employee later seeks re-employment with the District, he or she will enter employment at the bottom of the seniority list, except that if the employee seeks to return within two years after terminating employment with the District, he or she shall receive seniority credit for prior service, but may still be required to complete any new-hire waiting period before becoming eligible for benefits. Employees who leave the bargaining unit to become supervisors may return to the bargaining unit if a position is available and the District decides to offer them the job. Former supervisors who are returning to the bargaining unit shall receive seniority credit for all time spent in the bargaining unit, but not for time spent in a management position, except that their total time as a District employee shall be controlling when determining benefit eligibility and accrual rates.
- (e) PRN employees will not hold or accrue seniority. When a PRN employee becomes a full-time employee, the employee's name will be placed at the bottom of the seniority list on the day the change in status takes effect.
- (f) PRN employees will work no more than 1,456 hours per year and no more than the equivalent of fifty percent (50%) of the total shifts. At no time shall a combination of PRN employees be used to permanently fill a full-time equivalent position.
- (g) PRN employees will be scheduled for a minimum of 24 hours per month. In order to facilitate scheduling, by the fifth day of each month, each PRN employee will be required to provide a minimum of at least three dates on which he or she can be available to work a 24-hour shift in the next upcoming calendar month (i.e. provide February dates by January 5). Each PRN employee will then be scheduled for work on at least one of the three dates provided, and the District will respond to each PRN employee within seventy-two hours after receiving their available dates, notifying each PRN of the date on which they have been scheduled to work in the next upcoming month. If two consecutive months pass in which the PRN employee does not work at least one 24-hour shift for the District, the PRN employee will be discharged, except in cases where the employee has requested a leave of absence in advance, and the District has approved such leave in accordance with its SOPs.

6.2 Shift Schedule

- (a) The regular work schedule shall be a 24-hour shift on the Berkley system (day on, day off, day on, day off, day on, four days off) and the regular workweek shall average fifty-six (56) hours per week. Any hours worked in excess of forty (40) hours in a seven-day work week shall be paid at an overtime rate of time and one-half, as outlined in the Fair Labor Standards Act. All shifts shall begin at 0700 hours.
- (b) No employee shall be allowed to work more than 72 hours (three consecutive shifts) without at least 24 hours (one full shift) off duty. No employee shall be forced to

work three consecutive shifts without a 12-hour break in working time during the seventy-two hour period.

6.3 Shift Bidding

- (a) The District will conduct a general shift bid in February of each year, and whenever it implements a substantial change in the base schedule.
- (b) Bidding shall be by seniority within job classification.
- (c) To ensure familiarity with the District's procedures and with the geographic service area, at least one employee on each truck must have more than six months of service with the District.
- (d) Whenever there is a permanent opening in the shift schedule, the District will hold a bid for that vacancy, and will promote or hire a person to fill the last remaining open position(s) once the bid for vacancies is completed.
- (e) Notwithstanding shift bids, the Employer shall have the right to make both temporary and permanent shift reassignments on a mandatory basis, when Management determines such changes are necessary and in the best interests of the District. Management shall provide the Union and the employees involved with written notice of the transfer, stating the reason for the transfer, and whether the transfer is expected to be temporary or permanent.

6.4 Staffing for Vacancies

- (a) When it is necessary to fill an opening in the schedule, such opening shall be filled by PRN employees whenever possible, so long as the PRN employee is not on overtime at the beginning of the shift.
- (b) If no PRN employees are available, Management shall offer the shift to full-time employees on a rotating basis. If no full-time employee voluntarily accepts the shift, Management may offer the shift to PRN employees, even if the PRN employee will be working on overtime. If no PRN employee accepts the shift, Management shall fill the shift using a separate rotating mandatory overtime list. Mandatory overtime shall be assigned on a rotating basis within each classification, and Management shall make reasonable efforts to equalize mandatory overtime assignments among all employees in each job classification.
- (c) Employees are responsible for filling any temporary vacancy shifts they accept on a voluntary basis or are assigned on a mandatory basis.
- (d) All employees must provide their correct home telephone number (if the employee has a home telephone), home address, and personal mobile telephone number (if the employee has a personal mobile telephone) to the District, for use in contacting the

employee for staffing purposes, and must promptly update the District if any of the required information changes. The District will forward any changes to the Union.

6.5 Shift Trades and Shift Substitutions

- (a) Consistent with FLSA regulations, and subject to any change therein, employees may arrange to trade shifts or substitute for each other for their own convenience and on a purely voluntary basis.
- (b) Employees wishing to trade shifts or arrange for substitute coverage must notify management of the proposed trade or substitution at least twenty four hours in advance of the shift to be covered. Shift trade requests must be submitted in writing, on the form provided by management. Management retains the right to deny any proposed trade or substitution when, in the legitimate business judgment of management, the trade or substitution would not be in the best interest of the District. Approval for requested trades or substitutions will not be unreasonably withheld.
- (c) When Management approves requested shift trades or substitutions, the District will pay each employee as if the employee worked his or her regularly scheduled hours, except the employee who actually works any holiday shall receive the holiday premium pay.
- (d) Employees who have agreed to provide coverage through a trade or substitution will be subject to discipline if they fail to work as agreed.

6.6 Special Event Coverage

If Management determines that the regularly scheduled on-duty personnel cannot provide adequate coverage to staff a Special Event, adequate additional personnel to cover the event shall be obtained, using either PRN or full-time off-duty personnel. The District shall first request volunteers, but if none are available, the District may require off-duty personnel to provide coverage, on a rotating basis. Compensation for such coverage shall be at each employee's appropriate regular, premium, or overtime hourly rate of pay, with a four (4) hour minimum.

7.1 Promotions and Reclassification

- (a) Employees who obtain a paramedic license shall be reclassified as a paramedic and shall be placed on the paramedic scale. Employees who obtain a paramedic license will receive a 1 for 2 credit toward Paramedic seniority. For example, an employee who has ten years of service with the District will receive 5 years of Paramedic seniority when determining his or her place on the seniority list, and enter the pay scale one step higher than the employee's current EMT step (EMT Step 5 to Paramedic Step 6). The employee's District seniority for all other purposes (e.g., for determining benefit eligibility) will remain unchanged by the reclassification.

When assessing applications for promotion from PRN to full-time, or from EMT to EMT-P, Management shall consider the qualifications, ability, and seniority of each applicant. If qualifications and ability are substantially equal, seniority shall prevail. For the purpose of determining seniority among PRN employees under this section only, seniority shall be determined by the date upon which each PRN employee first performed on-duty work for the District.

7.2 Probationary Period for New Hires

- (a) All new hires shall serve a one year probationary period, during which time they shall be subject to discharge from employment at the sole discretion of the District. Probationary employees shall have access to Union representation, including Steps 1 and 2 of the grievance process.
- (b) Two employees with less than six months of service shall not be assigned or permitted to fill both positions on a truck during the same shift.

7.3 Reductions in Force

- (a) If Management determines that a reduction in force should take place, reductions shall take place on a reverse seniority basis within each job classification.
- (b) Employees placed on layoff shall be entitled to recall to openings within their job classification, on the basis of seniority within their job classification, for the first twelve months following the layoff. Employees on layoff shall update the District regarding any change in their home addresses, home telephone number and mobile telephone number (if any). Employees who are recalled shall have three (3) calendar days from receipt of the recall notice to notify the District whether they will return to work, and fourteen (14) calendar days from receipt of the recall notice to return to work.
- (c) Any employee who declines a recall offer, or who does not respond to the notice within three (3) days after receiving the notice, or who does not return to work within fourteen (14) days after receiving the notice, or who remains on layoff for more than twelve (12) months shall lose all seniority and recall rights.

8.1 Wages

- (a) The pay steps for EMTs, and Paramedics employed by the District shall be as follows:

EMT Steps	Hourly Rate	Medic Steps	Hourly Rate
0	11.80	0	12.99
1	12.16	1	13.44
2	12.54	2	13.92
3	12.93	3	14.40
4	13.32	4	14.90
5	13.74	5	15.43
6	14.16	6	15.97
7	14.60	7	16.53
8	15.05	8	17.11
9	15.52	9	17.70
10	16.00	10	18.32

All raises will become effective on the first day of the first pay period that starts after the employee's classification seniority date. Any employee who receives an overall performance evaluation of "meets expectations" or higher shall receive an annual step increase on the employee's classification seniority date. Employees below scale based on their seniority date at the time of ratification of this Agreement shall receive a pay increase to the appropriate pay step, which pay increase shall be retroactive to the start of the first full pay period occurring in 2017. Employees who complete their 2017 anniversary date before this agreement is ratified shall receive a pay raise to the appropriate pay step, retroactive to the first day of the first pay period that starts after the employee's anniversary date.

- (b) Any full-time employee already at step 10 on the first day of any calendar year will receive a lump sum payment, in the amount of \$1250 for EMTs and \$1500 for Paramedics, in lieu of any increase in their hourly wage rates. This payment will be included on the paycheck that covers the pay period that starts immediately after the employee reaches his or her anniversary date. Full-time employees reaching step 10

will also receive one additional floating holiday, to be used during the calendar year in which the employee reaches step 10, and shall also receive the extra day in each subsequent calendar year to use during the year. Use of the extra floating holiday will be subject to the normal rules governing use of paid time off.

- (c) Employees shall be paid every other Friday after 9:00 a.m. Pay stubs shall be available in the front office during Business Hours. Thereafter, the paychecks will be mailed to the Employee unless other arrangements have been made by the Employee.
- (d) Employees must submit time sheets promptly. If pay must be recalculated after payroll is processed due to late or missing time sheets, any pay in arrears will not be paid until the next regular pay day.
- (e) All District-related business with an Employee shall when feasible occur during the Employee's assigned shift. If the Employee performs any mandatory District-related business (including in-services and training) while off duty, the Employee shall be paid for actual time spent at the meeting (as Hours Worked). Any employee called in to perform work of any kind shall receive a minimum of two hours of pay or his or her actual time spent working, whichever is greater.
- (f) An Employee on a unit going off duty may be required to hold over for a reasonable period of time, not to exceed two (2) hours after the end of the shift, for the purpose of obtaining a replacement through the regular overtime procedure unless that Employee is required to work the shift on Mandatory Overtime. If held more than thirty (30) minutes, the Employee shall be paid a minimum of one hour at the applicable overtime rate.
- (g) As an aid to recruiting experienced personnel, Management may offer up to three (3) years of service credit to new hires based on the prospective employee's employment experience outside of the District. No more than one year of credit shall be given for every two years of working experience. This credit shall be valid for wage-rate determination only, and shall be applied in the same manner as the service credit described in Paragraph 8.2(c), above. For all other seniority-related purposes, seniority shall be determined by actual date of hire with the District, or by actual date on which an employee moved into his or her current classification with the District, as the situation requires.
- (h) The District shall either provide an enhancement to the current LAGERS pension program by buying up to a higher benefit level or by obtaining enhanced retirement benefits (such as eligibility for full retirement at 55 years of age) on or before July 1, 2019, or it shall implement the following new wage scale, to replace the scale set out in Section 8.1(a) above, effective January 1, 2020.

EMT Steps	Hourly Rate	Medic Steps	Hourly Rate

0	12.04	0	13.25
1	12.40	1	13.71
2	12.79	2	14.20
3	13.19	3	14.69
4	13.59	4	15.20
5	14.01	5	15.74
6	14.44	6	16.29
7	14.90	7	16.86
8	15.35	8	17.45
9	15.83	9	18.05
10	16.32	10	18.69

8.2 Working Out of Class

Any employee assigned to provide new hire orientation shall receive a premium of \$1.50 per hour, in addition to the employee's regular base wage rate. Preceptors providing clinical ride-alongs do not qualify for this orientation premium.

8.3 Paid Time Off

- (a) Full time employees will accrue paid time off based on District seniority (actual years of service then credited), at the following rates:

0-5 years of full-time employment	8 hours per pay period
6-10 years of full-time employment	10 hours per pay period
11 or more years of full-time employment	12 hours per pay period

- (b) Employees must obtain approval in advance from Management before using time off. Time off requests will be considered on a first-come, first-served basis.

(i) No more than two employees covered under this Agreement, including employees off duty due to compensatory time off, floating holidays, Union business and other similar types of leave. will be allowed to use time off during any particular shift. The District may, in its discretion, allow more than two employees to use time off at the same time if the open shifts can be filled with PRN employees.

- (ii) All requests to use time off, including PTO, should be submitted to the scheduling officer.
- (iii) When a time-off request is submitted more than thirty days in advance, the District will respond to the request within one week. When requests are submitted more than thirty days in advance, the first two requests to use PTO on any given date shall be approved. Additional requests will be approved or denied at the District's discretion. Notwithstanding the foregoing, in order to minimize the need to force employees to work on contractually recognized holidays, time-off requests for a recognized holiday will not be granted, even for the first requesting employee, unless the District is able to find a voluntary replacement to cover the requested day.
- (iv) When a time-off request is submitted thirty days in advance or less, the District will respond as soon as practicable, and in no event later than one full regular business day after receiving the request. Requests submitted thirty days in advance or less will be approved or denied at the District's discretion.
- (c) The District will cash out sufficient paid time off at the end of each calendar year to reduce the total accrued paid time off for any employees who has accrued more than 370 hours of paid time off to a total of 370 hours. Paid time off hours will be cashed out at the employee's then-current regular straight-time hourly rate.
- (d) Bereavement Leave. The District will provide two shifts (48 hours) of paid bereavement leave to any full-time employee who experiences the death of a spouse, child, step-child, parent or sibling. The District will extend the coverage to three shifts (72 hours) if needed to ensure the bereaved employee receives six consecutive days off. The District will provide one shift (24 hours) of paid bereavement leave to any full-time employee who experiences a death of the employee's spouse's parent, grandparent, spouse's grandparent, or grandchild. Bereavement leave must be used to attend the funeral, travel to the funeral, or attend to other duties that relate to the death. Any employee claiming bereavement leave may be required to provide appropriate documentation of their relationship to the deceased.

8.4 Holidays

- (a) The District will observe the following holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

- (b) Full-time employees will receive eight hours of pay at their regular, straight-time rates for each of the above holidays if they work both the last assigned shift preceding the holiday and the first assigned shift following the holiday. Employees who work on a holiday will receive double time pay for all hours worked.
- (c) Full-time employees will receive two floating personal holidays per year, to be scheduled and used in the same manner as paid time off, except that each floating personal holiday must be used in a single twenty-four hour block of time. PRN employees who work at least fifty percent (50%) of a full-time schedule will receive one floating personal holiday per year to be scheduled and used in the same manner as full-time employees use such holidays. Employees using a personal holiday will be paid twenty-four hours at their regular straight-time rate. Personal holidays must be used each year, and cannot be carried forward or cashed out. New full-time employees must work six full months before receiving any personal holiday, and will then be eligible to use one floating personal holiday in the following six months. New full-time employees will begin receiving two annual floating holidays after completing their first year of full-time employment.

8.5 Insurance Benefits

- (a) **Health Insurance.** The District shall maintain a comprehensive health insurance plan that meets all requirements of any applicable state or federal law governing health care benefits. The District shall pay 85% of the cost of premium, with the employee paying the remainder for all coverage the employee elects, for himself or herself, and for any dependent and/or family coverage.
- (b) **Dental Insurance.** The District shall maintain a dental insurance plan substantially similar to the plan currently available through Metlife. Dental insurance coverage under the plan shall be available to all full-time employees, after they have completed ninety (90) days of full-time service. The District shall pay 85% of the cost of premium, with the employee paying the remainder for all coverage the employee elects, for himself or herself, and for any dependent and/or family coverage.
- (c) **Vision Insurance.** The District shall maintain a vision insurance plan substantially similar to the plan currently available through VSP. Vision insurance coverage under the plan shall be available to all full-time employees, after they have completed ninety (90) days of full-time service. The District shall pay 85% of the cost of premium, with the employee paying the remainder for all coverage the employee elects, for himself or herself, and for any dependent and/or family coverage.
- (d) **Short Term Disability Insurance.** The District shall maintain short-term disability insurance coverage for all full-time employees who have completed ninety days of

full-time employment, at no cost to the employee. The benefits provided under the plan shall be substantially similar to those provided under the current plan.

- (e) Long Term Disability Insurance. The District shall make long term disability insurance available for purchase by all regular full-time employees who have completed at least ninety (90) days of full-time service, at the employee's expense.
- (f) Life Insurance. The District shall maintain life insurance coverage in the amount of Fifty Thousand Dollars (\$50,000) for all full-time employees who have completed at least ninety (90) days of full-time service. The District shall pay the full cost of maintaining this insurance coverage.
- (g) The District will provide a Cafeteria Plan under which Employees shall have the option of paying their portion of insurance premium costs with pre-tax income.
- (h) Continuation of benefits. The District will continue to pay its portion of all employee benefit premiums for all benefits established under Section 8.5 for any employee who is on Short-Term Disability leave, Long-Term Disability leave, or leave to due an injury covered under Missouri's workers compensation law. Such continued benefit payments shall continue for up to a maximum of twelve consecutive months.
- (i) Employee wellness. The District will reimburse full-time employees up to \$120 per quarter upon proof of gym membership or participation in an approved health class (e.g. cross-fit class). Employees are encouraged to submit proposed classes to the Executive Director for approval in advance of incurring expenses, to ensure reimbursement will be available.

8.6 Retirement Plans

- (a) The District shall maintain a 457(b) retirement plan, under which the employee may defer compensation at the employee's option. Employees will be eligible to participate in the 457(b) plan after completing ninety (90) days of service with the District.
- (b) The District will continue to participate in the MOLAGERS Defined Benefit Pension Plan, at the current benefit level.
- (c) The District agrees that once during the life of this agreement it will, at the Union's request, enter into discussions to agree upon an actuarial study or studies to be requested from LAGERS, for the purpose of determining whether any improvements or enhancements should be made to the current LAGERS benefit levels during future contract negotiations. If there is any cost associated with the agreed-upon actuarial study or studies, the costs shall be shared equally between the parties. It is mutually understood that this agreement to enter into discussions and to obtain an actuarial

study or studies does not commit either party to agree to any change in the LAGERS benefit currently provided under this agreement.

- (d) The parties agree that during the life of this agreement they will establish an employee benefits committee, consisting of two representatives from the District and two representatives from the Union, to study the feasibility of implementing potential benefit enhancements. Programs to be considered include, but need not be limited to, a tax-advantaged wage deduction program that would allow employees to direct all or a part of any benefit payout upon separation from employment into an account to be used for future health care costs. It is understood that the Union will bear responsibility for bringing forward examples of the types of programs to be considered, including potential provider recommendations and initial cost assessments. Should both parties agree upon the implementation of any benefit enhancement or new program, it may be implemented during the life of this agreement, if both sides mutually agree to do so.

9.1 Certifications/Licensing

- (a) Each employee shall be responsible for maintaining the licenses and/or certifications necessary for the employee to be eligible to perform his or her job. Employees who allow their licenses and/or certifications to lapse, or who work without valid licenses and certifications necessary for the position they hold will be subject to immediate discharge from employment. Licenses and certifications currently required are as follows:

Paramedics

Advanced Cardiac Life Support (ACLS)
Pediatric Advanced Life Support (PALS) or equivalent
Basic Trauma Life Support (BTLS) or equivalent
CPR
Current Missouri Paramedic License

EMTs

BTLS or equivalent
CPR
Current Missouri EMT License

Management shall have the right to add additional licensing requirements during the term of this agreement. If Management elects to add any such requirements, those requirements will not be enforced until the District provides each employee effected by the change with a reasonable opportunity to receive training and to obtain the required license.

- (b) The District shall pay the full tuition cost, course materials, and time spent in class as hours worked for all full-time employees for any mandatory continuing education courses required by the District for the position the employee holds, so long as the

course was one the District required at the time when the employee attends the course. Courses must be approved in advance by Management.

In any calendar year, the District shall pay for any PRN employee who worked at least 240 hours, not including training time, during the prior calendar year on the same basis as it pays for full-time employees. The District shall pay one-half of the costs listed above for active PRN employees who worked less than 240 hours, not including training time, during the prior calendar year.

- (c) Attendance at any quarterly staff meeting or training held with at least thirty (30) days notice shall be mandatory for all bargaining unit personnel, excepting personnel on pre-approved vacation and/or employees on sick leave. There will be no training scheduled on any District-recognized holiday. Employees who fail to attend a mandatory meeting will one occurrence under the no-fault attendance policy, and will be required to obtain any missed training at their own expense.
- (d) All mandatory classes will be furnished by the District. This includes the cost of the course and pay for time spent while in class.
- (e) Professional Development. Full-time Paramedics shall be allotted \$500.00 per year to be used for additional educational courses not offered District-wide to all employees. Funds must be used within the calendar year in which they are allotted, and cannot be carried over to the next calendar year. Continuing education courses must be accredited for CEUs, and must be related to the provision of health care as a District employee. Education funds may also be used for classes/courses relating to health care and/or management. Union officers may use these funds for appropriate IAFF sponsored training at an IAFF conference or symposium. The Labor Management Committee shall develop a list of approved educational courses; approval or denial of courses not on the list shall be at the discretion of the Executive Director, or designated representative. If the District limits the number of bargaining unit personnel who can attend an approved class, attendance shall be awarded in accordance with seniority. Payment for each course will be made directly to the training entity. Proof of successful completion of the course should be provided to the employee's training officer upon completion. If the employee does not successfully complete the course, he or she will be required to reimburse the District for the cost of the course. Where the employee has additional allotted funds available, such funds may be used for required textbooks, lodging, and/or per diem, in which case the employee should present receipts to the District for reimbursement. Employees will additionally be paid for actual time spent in any course that is directly relevant to the provision of emergency medicine, but not for time spent in general education or management courses. All funds remain the possession of the District if not spent during the year, and/or upon termination or resignation of the employee.
- (f) Education Stipend. In an effort to encourage professional development among full-time employees, and to reward educational achievement, the District will provide a

monthly educational stipend to qualified employees. Each employee will receive the appropriate stipend for the highest level of education they have achieved. No employee shall receive multiple stipends. Degrees must be issued by an accredited institution, and entities providing training certificates must be approved by the Executive Director.

- É Government Training Institute Certificate ó \$12.50 per pay period
- É Associateø Degree ó \$25 per pay period
- É Bachelorø Degree ó \$50 per pay period
- É Masterø Degree ó \$75 per pay period [TA 11/23/16]

10.1 Vaccinations

The Employer will provide Employees with vaccinations deemed necessary for health care providers by the United States Department of Health, Center for Disease Control.

11.1 Harassment-Free Workplace

The District maintains a policy prohibiting unlawful harassment in the workplace. Unlawful harassment by co-workers, supervisors, managers, customers, vendors, suppliers and all other persons in the NRAD workplace is prohibited. If an Employee believes that he or she has been unlawfully harassed, he or she shall promptly contact a member of Management. If an incident of potentially unlawful harassment is reported to the Union, the Union shall promptly report such to the District. The District will conduct a prompt investigation through proper channels (including the use of outside investigators, if appropriate). Neither the District nor the Union will tolerate any retaliation or unlawful harassment against any Employee who has made a good faith complaint of harassment, or who has made a good faith report of incidents of possible harassment.

12.1 Savings Clause

If any provision of this Agreement or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that they will meet and bargain in good faith to replace any language found to be invalid. The negotiations shall commence within thirty (30) days of the language being found to be invalid.

13.1 Term of Agreement

This Agreement shall remain in effect from January 1, 2017 to December 31, 2022, and from year to year thereafter unless either party gives the other written notice of intent to terminate or modify this Agreement at least ninety (90) calendar days prior to December 31, 2022, or any subsequent anniversary date thereafter.

IN WITNESS WHEREOF, the parties have set their hands effective as of January 1, 2017.

Northland Regional Ambulance District

IAFF Local 42

BY: _____

BY: _____