

BILL NO. 2021-057

ORDINANCE NO. 8439

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE CITY MANAGER TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NEVADA, MISSOURI AND LOCAL 3031 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.

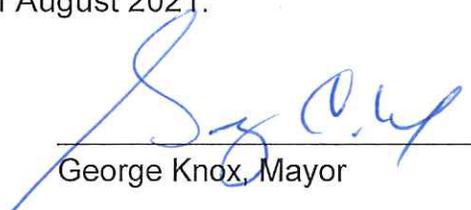
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The agreement attached hereto as "Exhibit A" and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri, subject to approval by the Union.

Section 2. The City Manager and City Clerk are hereby authorized, upon union approval, to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and to attest the same.

Section 3. This ordinance shall be in full force and effect from and after its date of passage and approval.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 24th day of August 2021.


George Knox, Mayor


Michele Bailey, City Clerk

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
CITY OF NEVADA, MISSOURI
AND
LOCAL 3031
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
2021**

PREAMBLE

This agreement is entered into by and between the CITY OF NEVADA, Missouri (the "Employer" or the "City"), and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, Local Union 3031, Nevada, Missouri (the "Union").

PURPOSE

The Purpose of this Agreement is to maintain harmonious relations between the Employer and the Union and to its terms, along with the existing Municipal Code and Fire Department policies, establish certain terms and conditions of employment.

SCOPE OF AGREEMENT

This Agreement consists of the terms agreed to by the Employer and the Union. No changes in the language or provisions of this Agreement shall occur without approval of both the majority INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, Local Union 3031, Nevada, Missouri Union membership and the City Council of Nevada, Missouri.

ARTICLE I - RECOGNITION AND UNION SECURITY

Section 1. Recognition.

1.1.1 The City hereby recognizes the Union as the sole and exclusive representative of fire fighters, lieutenants, Captains and engineers of the City of Nevada Fire Department otherwise known as the bargaining unit. Should the city employ or promote a member to Assistant Chief, the assistant chief will not be a member of the bargaining unit. Department Policies shall be delivered to the Fire Department internal mailbox of the Union President.

1.1.2 In the event that the City proposes other bargaining unit positions, the City and the Union shall discuss the proposed new positions.

1.1.3. This agreement shall apply to all members of the bargaining unit ("members" or "employees").

Section 2. Union Security.

1.2.1 The City will not discharge or discriminate against members of the Bargaining Unit because of membership in the Union or because of lawful Union activities. The Union and its members agree they will at all times respond to fire and emergency calls in the normal manner and properly maintain all fire and emergency equipment and facilities.

1.2.2 The Union will not interfere with, coerce, restrain, or discriminate against bargaining unit employees based on their refraining from union activities or membership.

Section 3. Dues Deduction.

1.3.1 The Employer shall provide payroll direct deposit forms to the employee to complete for automatic payroll direct deposit. Dues will be deducted at a frequency determined by the Union. The City agrees to provide this service without charge to the Union.

Section 4. Release from Duty.

1.4.1 When official business is necessary relating to the interpretation or application of this Collective Bargaining Agreement between the Union and the City, or Fire Chief, and an agreed upon time is set, a maximum of two (2) members shall be allowed off-duty for a reasonable period of time. For the purpose of negotiations related to this Collective Bargaining Agreement, a maximum of three (3) members shall be allowed off under the terms stated above, provided that such time shall not result in overtime expense by the City.

1.4.2 The City further agrees that two (2) members shall be released from duty to attend meetings of labor management committees identified and recognized in this Collective Bargaining Agreement, to attend meetings of committees subsequently identified and recognized by the Union and Fire Chief and to attend any other meetings, when requested to do so by the Fire Chief. Provided that such time shall not result in overtime expense by the City.

1.4.3 The City agrees to not make any changes to employee work schedules for the purpose of impeding the Union from attending a scheduled meeting with the City.

Section 5. On-Duty Union Activity.

1.5.1 The Union may hold meetings pertinent to Union business on City property provided such meeting does not interfere with Department operations or duties of employees. On-duty personnel shall be allowed to attend any such meeting for a reasonable time provided their attendance does not interfere with Department Operations.

1.5.2 The City will have the exclusive right to determine if meetings interfere with Department operations or duties of employees. The Union shall not be given access to the City's e-mail system

1.5.3 Bargaining unit members may choose to display IAFF insignia on uniforms, helmets, and turnout gear. Lapel pins, tie bars, tie tacks, and 2" helmet stickers are allowed, but they must be of good taste and not detract from the appearance of the uniform. No insignia may be placed on collars or in any fashion that obscures the department name or member's rank. The Fire Chief and the bargaining unit may discuss the use of other IAFF insignia.

Section 6. Access to Information.

1.6.1 The City agrees to provide the Union, as requested, with copies of the reports pertaining to Bargaining Unit personnel shift roster, the alphabetical listing providing station location, home address, telephone number and the seniority list by classification. The City shall, with the individual member's consent in writing, provide the Union with copies of injury reports as applicable with HIPPA Regulation.

The City shall not violate any provision of federal or state law in such disclosures.

Section 7. Bulletin Boards.

1.7.1 The Union shall be permitted to maintain, at each station house, one bulletin board to be used exclusively for union business. The bulletin board will be placed in such a location that it is not readily in public view. All posting will be of good taste and not offensive in any manner.

Section 8. Political Activity.

1.8.1 Political activity will be governed by the City Code. The City agrees to advise the Union prior to making changes. The City shall afford the Union an opportunity to seek relevant information and make recommendations.

ARTICLE II - MANAGEMENT RIGHTS

Section 1. Management Rights.

2.1.1 The City retains all powers, rights and privileges authorized under federal or state statutes and the City's municipal ordinances including the personnel code. Further, in the event of financial, public health or community emergencies, as reasonably determined by the City, the City retains the right to take such action as necessary to carry out the responsibilities of the City.

2.1.2 All management rights, privileges and duties are retained by the City unless modified by express provision of this Agreement. No court, tribunal, or arbitrator shall have authority to find the City is bound to do, or authorized to find the City is bound to do, or refrain from doing anything, unless it is clear and convincing from the express provisions of this agreement that the results were intended by the parties, and not in violation of federal or state laws. Without limiting the foregoing, it is expressly agreed that management rights includes:

- The right to plan, direct and control all the operations and services of the Department and its members;
- The right to determine the methods, means, organization, levels, and number of personnel by which such operations are to be conducted;
- The right to organize and reorganize the Department in any manner it chooses, including the size of the Department and the determination of job classifications and duties assigned;
- The scheduling of operations and the determination of the number and duration of hours of assigned duty per week;
- The right to determine the amount of supervision necessary;
- The right to establish, change or eliminate existing methods, equipment or facilities that don't adversely affect the health and safety of the bargaining unit employees;
- The right to reassign employees to other duties as needed;
- The right to relieve employees from duties because of legitimate reasons;

- The right to maintain efficiency of operations;
- The right to hire, promote, transfer, assign, and retain employees in position classifications;
- The right to suspend, demote, discharge, or impose other disciplinary action against employees for legitimate reasons;
- The right to develop policy regarding selection and training programs for employees;
- The right to formulate, change, modify, and enforce departmental programs for employees;
- The right to determine the safety, health and property protection measures for the Department, provided they are not inconsistent with Federal or State Laws, and the Municipal Code;
- The right to take whatever actions necessary to carry out the mission of the City in situations of emergency;
- The right to amend and modify the Municipal Code and implement new reasonable rules and regulations.

2.1.3 It is understood that part of the City's operations are funded by grants, non-renewable monetary income, as well as annual revenue from available sources. Because of the fluctuating nature of this revenue, the City may be required to eliminate or reduce operations and programs.

2.1.4 The City will have the right to declare a financial emergency as it solely determines and suspend certain provisions of this agreement. In that event, the City shall make every effort to return to normal operations as soon as it determines the financial emergency is over.

2.1.5 It is also recognized that the Fire Chief may delegate any of the authority or responsibility referenced in this Collective Bargaining Agreement to an authorized representative.

2.1.6 The parties agree that no intentional or unintentional practice or conduct shall become a binding past practice which becomes part of this Agreement, unless expressly agreed to by the parties in writing.

Section 2. No Strike Clause.

2.2.1 The Union and its members agree that there will be no strikes, work stoppages, slow downs, sit downs, refusal to perform work or job action of any kind or any other concerted interference with Fire Department operations or use of concerted picketing action directed toward Fire Department operations.

Section 3. Subcontracting.

2.3.1 Except in cases of emergency, the City agrees to advise the Union prior to any subcontracting which would result in loss of employee time or jobs. Prior to finalizing any changes, the City shall afford the Union an opportunity to seek relevant information and make recommendations. The opportunity for input shall be a confer process that will not be for an extended timeframe. It shall last no more than ten (10) calendar days, unless an extension is agreed to by the City and Union. The City shall have the final right to determine policy.

ARTICLE III - SENIORITY

Seniority.

3.1.1 Seniority shall be measured from an employee's date of hire full time. Seniority or length of service for purposes of seniority means continuous fulltime service calculated from the last date of employment except that a lapse of service less than 30 days by reason of resignation or discharge shall not be considered a break in fulltime continuous service. Time in rank shall be measured from an employee's last date of promotion. For any employee who has not been promoted, seniority and time in rank shall be interchangeable.

ARTICLE IV- MINIMUM STAFFING

Minimum Staffing.

4.1.1 This issue is governed by Departmental Policy. Except in situations of emergency, the City agrees to advise the Union prior to making changes to minimum staffing. The City shall afford the Union an opportunity to seek relevant information and make recommendations. The opportunity for input shall be a confer process that will not be for an extended timeframe. It shall last no more than ten (10) calendar days, unless an extension is agreed to by the City and Union. The City shall have the final right to determine Departmental Policy.

ARTICLE V - GENERAL PROVISIONS

Section 1. Duties.

5.1.1 The duties of bargaining unit members of the Fire Department shall be those described in and consistent with the Standard Operating Guidelines of the Fire Department. The City reserves the right to assign firefighters to other duties as needed or appropriate as long as they don't interfere with primary duties or cause a layoff of other City employees.

Section 2. Training, Inspections and Activities.

5.2.1 This issue is governed by Departmental Policy. The City agrees to advise the Union prior to making changes. The City shall afford the Union an opportunity to seek relevant information and make recommendations. The opportunity for input shall be a confer process that will not be for an extended timeframe. It shall last no more than ten (10) calendar days, unless an extension is agreed to by the City and Union. The City shall have the final right to determine Departmental Policy.

ARTICLE VI - HOURS AND OVERTIME

Section 1. Hours.

6.1.1 This issue is governed by Departmental Policy. The City agrees to advise the Union prior to making changes. The City shall afford the Union an opportunity to seek relevant information and make recommendations. The opportunity for input shall be a confer process that will not be for an extended timeframe. It shall last no more than ten (10) calendar days, unless an extension is agreed to by the City and Union. The City shall have the final right to determine Departmental Policy.

Section 2. Trading Time.

6.2.1 This issue is governed by Departmental Policy. The City agrees to advise the Union prior to making changes. The City shall afford the Union an opportunity to seek relevant information and make recommendations. The opportunity for input shall be a confer process that will not be for an extended timeframe. It shall last no more than ten (10) calendar days, unless an extension is agreed to by the City and Union. The City shall have the final right to determine Departmental Policy.

Section 3. Overtime.

6.3.1 Overtime will be paid at a rate of one and half times the employee's regular rate as stated in the Federal Labor Standards Act.

6.3.2 Overtime Shifts: This issue is governed by Departmental Policy. The City agrees to advise the Union prior to making changes. The City shall afford the Union an opportunity to seek relevant information and make recommendations. The opportunity for input shall be a confer process that will not be for an extended timeframe. It shall last no more than ten (10) calendar days, unless an extension is agreed to by the City and Union. The City shall have the final right to determine Departmental Policy.

6.3.3 Overtime shift hours will be recorded for the purpose of tracking employee's totals. Recorded hours will be reset to zero (0) on January 1st of each year.

6.3.4 All paid time off (Vacation pay, sick pay, bereavement pay, etc...) will be counted as "hours worked" for purposes of computing overtime hours. This only applies to paid time off hours used to replace work hours. It does not apply when paid time off hours are paid out to an employee (such as on separation of employment)

Section 4. Call Back Pay.

6.4.1 Emergency callback will be paid at the overtime rate and non-emergency callback will be paid at the rate determined according to hours worked during that cycle.

6.4.2 Any member who is called back to work to respond to an alarm or emergency situation outside their regular shift shall be compensated for a minimum of one (1) hour of work regardless of time worked. Employees then will be paid in one (1) hour increments after the first hour until released from duty.

6.4.3 Any member who is requested to attend department meetings and training outside their regular shift shall be compensated for a minimum of one (1) hour of work regardless of time worked. Employees then will be paid in thirty (30) minute increments after one (1) hour until released from duty.

Section 5. Worker's Compensation and Overtime

6.4.4 Employees who are injured at work and placed on worker's compensation leave will continue to receive their built in overtime while completing their rehabilitation.

ARTICLE VII - VACATIONS, HOLIDAYS AND SPECIAL LEAVE

Section 1. Vacations.

7.1.1 Vacation will be earned and used as outlined in the City of Nevada Personnel Code.

Section 2. Holidays.

7.2.1 Holidays will be earned and used as outlined in the City of Nevada Personnel Code.

7.2.5 Any holiday time earned in excess of the annual eighty-eight (88) hours will be defined as extra holiday compensation. Extra holiday compensation will be paid in the same two (2) week pay period it was observed.

ARTICLE VIII - CLOTHING

Section 1. Clothing.

8.1.1 Fire personnel will receive four hundred dollars (\$400) a year in uniforms. This includes, but not limited to, pants, summer uniforms, winter uniforms, dress uniforms, workout shorts, belts, job shirts, duty boots, duty shoes, workout shoes, sweat shirts, sweat pants, and coats.

8.1.2 Fire personnel will be given four (4) Fire Department t-shirts a year. These will not count towards the employee's uniform allowance.

8.1.3 The City of Nevada, whenever possible, will try to purchase American made products.

ARTICLE IX - INSURANCE AND BENEFITS

Section 1. Insurance and Benefits.

9.1.1 Within a reasonable time of receiving healthcare, retirement, and deferred compensation proposals from brokers prior to any new plan year, the City will offer to meet with the Union, present possible changes, and seek recommendations from the Union. The City retains the sole right, after meeting with the Union, to determine the benefits offered for the upcoming plan year. The opportunity for input shall be a confer process that will not be for an extended timeframe. It shall last no more than ten (10) calendar days, unless an extension is agreed to by the City and Union. The City shall have the final right to determine benefit selection. Nothing in this paragraph shall be interpreted to cover worker's compensation benefit proposals.

ARTICLE X - SICK LEAVE

Section 1. Sick Leave.

10.1.1 Sick leave will be earned and used as outlined in the City of Nevada Personnel Code.

ARTICLE XI - PAY

Section 1. Wages.

11.1.1 The City Manager or his designated representative and the Union shall meet at least ninety (90)

days before the anniversary date of this agreement, to discuss and attempt to reach a joint agreement as to wage adjustments to recommend to the City Council. The parties may consider pay ranges from comparable Missouri cities. The City Council shall have the final right, regardless of any joint recommendation to determine the level of pay for the bargaining unit. The parties shall schedule additional meetings if appropriate.

ARTICLE XII - DISCIPLINARY PROCEEDINGS

Section 1. Disciplinary Proceeding.

12.1.1 Discipline and disciplinary procedures are governed by the City of Nevada Personnel Code. The City shall afford the Union an opportunity to seek relevant information and make recommendations prior to making any changes in the Code.

12.1.2 In the event the City requests an employee be interviewed as part of a City investigation of employee conduct which the employee reasonably believes may result in the employee being disciplined, the employee shall have the right to request the Union steward or the steward's designee sit in as a witness to the interview. The steward will not disrupt the interview.

ARTICLE XIII - GRIEVANCE PROCEDURE

Grievance Procedure.

13.1.1 In the event an employee disputes the City's interpretation or application of this Agreement, he/she shall submit the issue by a grievance, in writing, to the Fire Chief within five (5) calendar days of the date of its occurrence. There shall be no right to grieve management rights set forth in Article II or discipline and discharges which are governed by City Code as set forth in Article XII.

- a. The grievant, the Union and the City shall discuss the issue for a period of up to thirty (30) days after the submission of the written grievance. In the event the Union is not satisfied with the decision of the City, it shall on behalf of the grievant, as its exclusive remedy for all breaches of this agreement, notify the City it intends to submit the matter to arbitration. Such notification shall be in writing and submitted within fifteen (15) calendar days of the decision of the City or expiration of the thirty (30) day period, whichever is earlier. The Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten (10) days of the notification. The FMCS panel shall be limited to Missouri and Kansas arbitrators, who are members of the National Academy of Arbitrators. The parties shall alternate strikes from the panel until an arbitrator has been selected.
- b. The arbitrator selected shall conduct a hearing on a date mutually agreed upon. The expenses of the arbitrator shall be borne equally by each party. The arbitrator shall not have authority to alter, modify, amend or detract from the terms of this Agreement. The arbitrator shall issue a decision within thirty (30) days of conclusion of the hearing. The arbitrator's decision shall be in writing.
- c. Either party may file an action in the Circuit Court of Vernon County, Missouri, alleging the arbitration award does not draw its essence from this agreement, was procured by fraud, violates a well-defined and explicit public policy, or the arbitrator exceeded his jurisdiction, was evidently partial or engaged in prejudicial misconduct.

- d. In addition to the basis as set forth in paragraph c. above, decisions of the arbitrator are subject to review by the City Manager who may modify the arbitrator's decision when he reasonably finds that the findings of fact and decision are contrary to the weight of the evidence, viewed in its entirety, together with the legitimate inferences which may be reasonable drawn from the evidence. Any ruling by the City Manager modifying an arbitration decision must be submitted in writing to the Union, within fifteen (15) calendar days of the date of the decision and specify the facts and evidence which support the modification.

ARTICLE XIV - LABOR MANAGEMENT COMMITTEE

Section 1. Scope.

14.1.1 The Labor/Management Committee will strive to maintain a safe and productive work environment. The Committee will discuss, but not limited to, the following:

- New or altered changes to the City of Nevada Personnel Code.
- New or altered changes to the Nevada Fire Department SOG manual.
- The practical implementation of NFPA 1710.
- Health Care Insurance, Retirement, and Deferred Compensation.
- Wages and other Benefits.
- Policies, SOG's, and any other action that will provide a better work environment.

Section 2. Representation.

14.2.1 There will be a Labor/Management Committee with equal representation from the City and/or Fire Administration and the Union. This committee shall be co-chaired. The co-chair persons are responsible for preparing a written agenda at least ten (10) calendar days in advance of the meeting.

Section 3. Meeting Times.

14.3.1 The committee shall meet once a year prior to City budget preparation to discuss items listed on an agenda prepared by the Union. The Union may request other meetings but the City has the right to decline such requests. The meeting may not be a re-opener of this Agreement and the City shall retain, after due consideration, the right to reject any Union proposals.

Section 4. Day to Day Informal.

14.4.1 This Committee does not preclude officers or other supervisors of the City from meeting with members of the Executive Board or other designated Union representatives on an informal basis.

Section 5. Limited Power.

14.5.1 This Committee is not vested with the power to change, modify, or alter this Collective Bargaining Agreement.

Section 6. Advance Notice.

14.6.1 The City agrees to provide the Union with advance notice regarding the development and promulgation of any broadly based rules or policies that may affect Bargaining Unit members and to provide the Union an opportunity for meaningful input into such development and promulgation. Such notice and opportunity shall be provided at the earliest date possible. The opportunity for input shall be a confer process that will not be for an extended timeframe. It shall last no more than ten (10) calendar days, unless an extension is agreed to by the City and Union. The City shall have the final right to determine rules or policy.

Section 7. Miscellaneous.

14.7.1 Any covered employee retains the right to grieve any action he perceives to be non-compliant with this Collective Bargaining Agreement even after being brought before the Labor/Management Committee. Raising issues in this Committee does not stay or delay any time deadlines for submitting any grievance or request for arbitration under Article XIII.

ARTICLE XV - MISCELLANEOUS

Section 1. Reductions.

15.1.1 The City agrees to advise the Union prior to finalizing any changes to staffing. The City shall afford the Union an opportunity to seek relevant information and make recommendations. The opportunity for input shall be a confer process that will not be for an extended timeframe. It shall last no more than ten (10) calendar days, unless an extension is agreed to by the City and Union. The City shall have the final right to determine Departmental Policy.

Section 2. Ready Time.

15.2.1 This issue is governed by Departmental Policy. The City agrees to advise the Union prior to making any changes. The City shall afford the Union an opportunity to seek relevant information and make recommendations. The opportunity for input shall be a confer process that will not be for an extended timeframe. It shall last no more than ten (10) calendar days, unless an extension is agreed to by the City and Union. The City shall have the final right to determine Departmental Policy.

ARTICLE XVI - SAVINGS CLAUSE

Section 1. Savings Clause.

16.1.1 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 subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE XVII - TERM OF AGREEMENT

Section 1. Term of Agreement.

17.1.1 This Collective Bargaining Agreement will become effective as of the date it is formally adopted by the Nevada City Council, *and accepted* by the members of IAFF L3031, and shall remain in full force and effect for three (3) years from that date. Unless either party notifies the other in writing of its desire to modify this agreement at least sixty (60) days prior to its expiration date, it shall be

automatically renewed thereafter and remain in effect from year to year thereafter.

17.1.2 During the term of this agreement, no changes in the language or provisions of this agreement shall occur without approval of both the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, Local Union 3031, Nevada, Missouri and the City of Nevada, Missouri.

17.1.3 Any situation that arises that is not addressed in this agreement shall be governed by the existing City Policy. The City and the Union agree to meet at the earliest opportunity following the incident to discuss the issue.

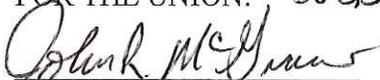
Section 2. Negotiations.

17.2.1 Negotiations shall commence at the earliest possible date convenient to both parties after notification of a desire to modify this agreement or add Amendments.

Section 3. Extensions.

17.3.1 In the event the City and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for lengths of time, not to exceed one complete year.

FOR THE UNION: 08-25-2021

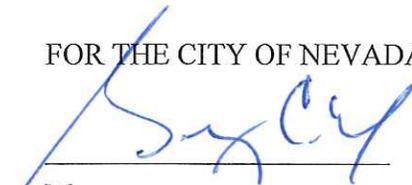


President, Local 3031



Secretary/Treasurer, Local 3031

FOR THE CITY OF NEVADA:



Mayor



City Clerk