



LEE'S SUMMIT
MISSOURI

AND



INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2195

2019-2021 LABOR AGREEMENT

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ARTICLE I. PREAMBLE

Section 1.01 This Agreement has been developed by Local 2195 of the International Association of Fire Fighters, AFL-CIO, (hereinafter called “the Local”) and the City of Lee’s Summit, Missouri (hereinafter called “the City.”)

Section 1.02 In the event that any provision of this Agreement conflicts with any of the City’s Personnel Policies, or with any work rules or Standard Operating Guidelines of the City’s Fire Department (hereinafter “the Department”), the provisions of this Agreement shall be controlling. The parties recognize that the City’s Personnel Policies, and the Department’s work rules and SOGs will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent the provisions of the City’s Personnel Policies, and the Department’s work rules and SOGs do not conflict with the provisions of this Agreement, the Personnel Policies, work rules, and SOGs shall be enforceable.

Section 1.03 Certain Fire Department policies (designed to address 12 and 24 hour shift employees) regarding wages, hours, or other conditions of employment differ from City policies. In such cases, Fire Department policies will apply.

ARTICLE II. RECOGNITION

Section 2.01 The City recognizes the Local as the exclusive bargaining representative for all full-time sworn employees in the following positions: Fire Captain, Fire Engineer, and Fire Fighter with respect to all matters concerning wages, hours, benefits, and other terms and conditions of employment. The City further recognizes the Local as the exclusive bargaining representative for all full-time civilian employees in the following positions: Lead Communication Specialist and Communication Specialist with respect to all matters concerning wages, hours, benefits and other terms and conditions of employment.

Section 2.02 In the event any new sworn job classification is added to the Department with a rank equal to or below that of Captain, or any new civilian position is added to the Department with responsibilities equal or lesser than that of the Lead Communications Specialist, the City will bargain with the Local regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Local regarding the duties and wage scale for the classification.

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

ARTICLE III. MANAGEMENT RIGHTS

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

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, demote, discipline, and discharge employees for just cause;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law, subject to the provisions of Section 3.04, herein;
- (h) Determine to contract for the provision of non-emergency services to the City, or to have such services performed by employees of the City, so long as such decision does not result in the part-timing, layoff, or replacement of any bargaining unit personnel;
- (i) Maintain and/or take steps to enhance the efficiency of the operation of the Department; and
- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

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

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

Section 3.04 Rules, Regulations, and City Orders (Not in Conflict with this Agreement).

- (a) The Local agrees that its members are subject to all City and departmental policies, rules, regulations, and City orders, including those relating to personal conduct and to work performance. The Local expresses its intent to encourage compliance of its membership with such policies, rules, regulations and orders.
- (b) The City has the right to establish reasonable personnel and departmental policies or directives for employees while on the City's property and/or during working hours. The City shall provide employees with a copy of such policies or directives and any changes thereto when they become effective. Changes to these policies and directives are not subject to collective bargaining during the term of this Agreement, except during negotiations for a successor agreement.
- (c) The City has the right to establish reasonable rules of personal conduct for employees. The City shall provide employees with a copy of the rules of personal conduct and any changes thereto when they become effective. Changes to these rules are not subject to collective bargaining during the term of this Agreement, except during negotiations for a successor agreement.
- (d) The City is free to change any or all of its policies, rules, regulations, and City orders, as it deems appropriate. The City shall notify the Local at least two weeks prior to making any rule changes, revocations, or creation of new rules prior to the rule(s) taking effect. Changes to these policies, rules, regulations, and City orders are not subject to collective bargaining during the term of this Agreement, except during negotiations for a successor agreement.

ARTICLE IV. LOCAL RIGHTS

Section 4.01 Stewards. The Local shall have the right to appoint or elect whatever officers, stewards, or other officials it wishes to elect. The parties contemplate that the Local will appoint one steward and may elect to assign one assistant steward per shift. The Local will provide the City with up-to-date lists of the Local's officers, stewards, and assistant stewards upon request.

Section 4.02 Local Business. Local officers and stewards (or assistant stewards when stewards are not available) may perform Local business while on duty, so long as Local business does not interfere in any way with performance of the employee's regular job duties, or with the work of any other on-duty personnel. Local officers and stewards (or assistant stewards when stewards are not available) who are off-duty shall be paid for attending Labor/Management Committee meetings. Attendance by a maximum of five off-duty personnel at Labor/Management meetings shall be paid as time worked. All other Local business performed by off-duty personnel shall be performed at the employee's own discretion and on his or her own time, without pay, and must

be conducted in such a way that it does not interfere with the work of any on-duty personnel.

Section 4.03 Orientation. The City agrees that all new full-time personnel hired to fulfill represented positions shall, while on duty and during their orientation process, be given a presentation from the Local. During the presentation, the representative(s) of the Local will provide copies of this Agreement, explain the Local's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Local and membership therein, and will offer membership in the Local to each new full-time employee.

Section 4.04 Bulletin Boards. The City agrees to allow the Local to maintain a bulletin board in each fire station. Bulletin boards will be furnished by the Local, and will be for the exclusive use of the Local and bargaining unit employees. All items placed on the bulletin boards shall be initialed and dated by an officer of the Local. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management or a Local officer, with discussion between the parties.

Section 4.05 Dues Deduction. Upon submission by the Local to the Finance Director of appropriate authorization cards, the City agrees to deduct monthly Local dues from the pay of each individual employee who has authorized such deduction until the employee revokes the authorization. The City will remit deducted amounts to the Local on a monthly basis, or more frequently as the payroll system reasonably allows. The Local will notify the City of any changes in deduction rates at least thirty (30) days before such changes are to be put into effect.

Section 4.06 Release of Information. The City shall, upon request, provide to the Local information, statistics, and records reasonably relevant to the Local's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves personal or medical data, the City may require the Local to present a signed release from each employee covered by the request.

Section 4.07 In the event the City estimates that responding to a single information request will require the production of more than 500 pages of information that is not available in electronic format, and will require more than four hours of staff time to research or prepare, the City shall notify the Local of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 10 cents per page. In no event shall the Local be charged if the actual cost of research, duplication, and copies is less than \$300.00.

Section 4.08 The Local shall defend, indemnify, and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues

deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Local to the City.

ARTICLE V. JOB DESCRIPTIONS AND SPECIALTY POSITIONS

Section 5.01 The Department shall maintain job descriptions for all positions within the bargaining unit. Job descriptions shall specify the qualifications for promotion into each classification, and for membership in any special position.

Section 5.02 Approved time spent in training for any higher or specialty position shall be paid for by the Department.

ARTICLE VI. STAFFING

Section 6.01 The Fire Department shall have at least seven pumpers/trucks, and six rescue vehicles in service at all times, except when taken out of service for maintenance or repair. Minimum staffing per apparatus is:

Pumper:	Captain, Engineer, Fire Fighter
Truck:	Captain, Engineer, Fire Fighter
Rescue:	Paramedic, Fire Fighter

Section 6.02 For so long as the Lee's Summit Fire Department maintains a Communications Center, it shall have a minimum number of staff on each shift, as follows:

- 0700 to 1900 - 1 Lead Communication Specialist and 2 Communication Specialists, with any combination being acceptable but not to fall below a minimum staffing level of 2 on shift at any time.
- 1900 to 0700 - 1 Lead Communication Specialist and 2 Communication Specialists, with any combination being acceptable but not to fall below a minimum staffing level of 2 on shift at any time.

In the event the City discontinues its Fire Department Communications Center, the City shall exert its best efforts to ensure that communications center employees are hired by any contracting entity or will offer alternative employment with the City, in either case with no decrease in pay.

ARTICLE VII. PAST PRACTICES

Section 7.01 The parties acknowledge that informal practices concerning wages, hours, and terms & conditions of employment, as well as other matters may exist that may not have been formalized as written policies. All such "past practices" shall be

considered extinguished as of the commencement of this Agreement; however, the Fire Chief or his or her designee shall have the authority and discretion to review and consider any “past practice” for implementation moving forward. In the event that the Fire Chief or his or her designee elects to implement a “past practice,” it shall be reduced to writing as a policy or directive.

ARTICLE VIII. WAGES

Section 8.01 Wages. Effective on March 9, 2019, the pay scale listed in Appendix A shall be implemented. Upon implementation, all bargaining unit members shall be placed in appropriate step based on the member’s year in grade for Captains or years of service for all other positions, as listed in Appendix B. All bargaining unit members must achieve a rating of “basic performer” or higher on their annual merit evaluations to advance the next step on the pay scale. Advancements to the next step on the pay scale will occur on their anniversary date.

Section 8.02 Members who have already obtained the Engineer promotion but have less than five years of department service at the time of this agreement shall be placed into the Firefighter Scale at the step that coincides with their department service time. Those members will retain the qualification of Engineer and will transition into the Engineer scale at five years of service provided they meet the requirements as set forth in Section 22. Performance Evaluations.

Section 8.03 Paramedic Pay. If the employee obtains paramedic licensure, the employee will be placed on the paramedic scale at the corresponding step which is calculated to be \$6000 higher than their current step.

Section 8.04 Promotions. Employees who are promoted will receive the appropriate wage increases as set out below:

- (a) Fire Fighter to Fire Engineer: Start of the Fire Engineer’s pay scale or the appropriate step that most closely provides an increase in base pay, whichever is greater.
- (b) Fire Engineer to Captain: Start of the Captain’s pay scale.
- (c) Communications Specialist to Lead Communications Specialist: Start of the Lead Communications Specialist pay scale or the appropriate step that most closely provides an increase in base pay, whichever is greater.

Section 8.05 Dispatcher Shift Differential. A differential of sixty-six cents (\$0.66) per hour will be paid to Communications employees who are regularly assigned to work the second shift between the hours of 7:00pm and 7:00am.

Section 8.06 Recall Pay. Any non-exempt employee who is called to work and reports for work during unscheduled off duty hours as an unscheduled emergency recall

will receive compensation for the greater of the actual hours worked or four (4) hours and the City may require the employees to perform services for up to four (4) hours. This does not apply to hold over or early call in hours in combination with the normal workday, or pre-scheduled overtime.

- (a) Compensation for recall hours shall be at one and one-half times the regular rate of pay, including out-of-class pay if applicable under Section 10.01, and/or appropriate shift differential for employees regularly assigned for shift differential. Compensation shall begin upon the employee's receipt of the recall transmission and end when released from duty by the Resource Officer.
- (b) The method and order of recall shall be pursuant to departmental policy.
- (c) Employees who respond to recall and who are released, and who then respond to an additional recall shall receive an additional four-hour guarantee and the City may require the employees to perform services for up to four (4) hours.
- (d) Employees who respond to a recall on a recognized holiday will earn recall pay figured at 2.5 times their rate of pay for a minimum of four (4) hours or actual hours worked, whichever is greater.

Section 8.07 Witness and Jury Pay. Employees who are required to attend court as a result of the performance of their assigned duties during non-work hours shall be compensated for a minimum of one hour at the standard overtime rate. All consecutive time spent in court after the first hour shall be at the standard overtime rate for the time actually spent in court. In the event an employee is called for jury duty, the employee shall be granted time off with pay in twelve hour increments as needed, to allow the employee to attend court when required and to avoid requiring any employee to perform night duty when the employee will be expected to be in court the next morning. Any remuneration received by the employees for personal services while serving as a juror on any day the employee also receives compensation from the City shall remain the property of the employee. The City does not pay travel time to the courthouse for off duty employees.

Section 8.08 Educational Assistance. The City will reimburse employees for tuition costs for college-level classes related to or leading to a degree in fire science, emergency medical service, business administration, public administration, or other similar degree programs. The City will reimburse employees for achievement and continuation of accredited Fire Officer through the Center for Public Safety Excellence (CPSE). Bargaining unit personnel shall be eligible for tuition reimbursement in accordance with the City's Tuition Reimbursement Policy. The City will reimburse 24-hour shift personnel for up to twelve credit-hours per year of on-line courses. The Department will additionally provide training and will pay employees for their time spent in approved training for appropriate job certifications as specified in Departmental policy.

ARTICLE IX. OVERTIME AND COMPENSATORY TIME

Section 9.01 Fire suppression personnel scheduled for 24-hour shifts (referred to throughout this Agreement as “Shift” personnel) shall have a twenty-seven (27) day work period. Fire suppression personnel shall be paid overtime wages at a rate of time-and-one-half for all hours worked beyond 204 hours in any work period. While working the 48/96 schedule, as listed in Section 19.02, the work period shall be twenty-four (24) days and employees shall be paid overtime wages at a rate of time-and-one-half for all hours worked beyond 182 hours in a work period.

Section 9.02 The work week for personnel not assigned to twenty-four (24) hour shifts (referred to throughout this Agreement as “Regular” personnel) shall run from Saturday through Friday. Personnel regularly scheduled 40 hours per week shall be paid overtime wages at a rate of time and one-half for all hours worked beyond forty (40) regularly scheduled hours in any workweek. Personnel regularly scheduled 12 hour shifts (36 hours per week for two weeks out of three and 48 hours the third week) shall be paid overtime wages at a rate of time and one-half for all hours worked beyond (40) hours in their 48-hour weeks and hours worked beyond 36 hours in their 36-hour weeks. Employees working 24-hour shifts will earn overtime in compliance with FLSA, which will be paid bi-weekly.

Section 9.03 Overtime and compensatory time off shall accrue in quarter-hour increments.

Section 9.04 Paid leave shall count as hours worked when determining overtime eligibility. The City will not require employees to take time off at the end of work periods to avoid overtime.

Section 9.05 Compensatory Time. Employees may elect to be paid in compensatory time off rather than receiving overtime pay. Compensatory time shall be earned at the rate of one-and-one-half times the hours worked. Fire suppression personnel scheduled for twenty-four hour shifts may accumulate a maximum of 480 hours of compensatory time. Communications personnel scheduled for twelve-hour shifts may accumulate a maximum of 180 hours of compensatory time. All other personnel may accumulate a maximum of 80 hours of compensatory time.

Section 9.06 There shall be no duplicative payment of overtime for the same hours worked. “Overtime,” as used herein, does not include other types of premium pay such as holiday pay.

Section 9.07 Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

ARTICLE X. OUT OF CLASS PAY

Section 10.01 An employee works out of classification when he or she is assigned to perform the duties of a job classification or rank that is higher than the employee's current job classification or rank. Any employee who works "out of classification" as a Captain for eight or more consecutive hours shall receive an hourly premium equal to 5% of the employee's current base wage rate or the lowest rate of the Captain classification, whichever is greater, for all hours actually worked out of classification. Any employee who works "out of classification" as a Chief Officer for eight or more consecutive hours shall receive an hourly premium equal to 10% of the employee's current base wage rate or the lowest rate of the higher classification, whichever is greater, for all hours actually worked out of classification.

ARTICLE XI. HEALTH AND WELFARE

Section 11.01 The City shall provide health, vision, and dental insurance plans for those employees who elect to participate. Both family and individual coverage options shall be available. The City will pay 100% of the premium cost for coverage under the base plan for full-time employees, and 80% of the premium cost for coverage under the base plan for dependents through December 31, 2019. Effective January 1, 2020, the City will pay 90% of the premium cost for coverage under the base plan for full time employees and 75% of the premium for employee plus spouse and families.

Section 11.02 For each full-time employee, the City will maintain life insurance coverage in the amount of one times the employee's annual base salary, up to a maximum of \$100,000 per employee. The City will pay 100% of the premium for this benefit.

Section 11.03 New employees will become eligible for coverage under these plans as soon as the policy allows for such coverage, and not later than sixty (60) days after the employee begins full-time employment.

Section 11.04 All employees covered under this Agreement shall receive the same insurance plan coverage options and benefits as are available to all other City employees. The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan, after providing at least 30 days' advance notice to the Local, and at least 60 days notice if practicable, of any contemplated change. Before any change is implemented, the City shall meet with the Local to discuss changes, and whether the changes are appropriate, upon request. The Local shall have the right to research the availability of better or equal coverage than that contemplated, and upon finding such coverage, shall submit in writing to the City a proposal for adopting such coverage.

Section 11.05 The City shall maintain at least the annual per-capita expenditure for employee and dependent health insurance premiums as of January 1, 2012. Nothing herein shall be construed to authorize the City to make changes in its health insur-

ance carrier and/or plan coverage, if such changes would reduce the City's annual per-capita premium cost below the amount the City was spending as of January 1, 2012.

ARTICLE XII. RETIREMENT BENEFITS

Section 12.01 The City will continue to participate in the LAGERS L-6 non-contributory retirement program for all bargaining unit personnel.

Section 12.02 The City will maintain enrollment in the MOST 529 Plan and 457 Deferred Compensation Plans. The City will also maintain a Section 125 flexible benefits spending plan, and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

Section 12.03 The Local may choose to implement a health care trust for its members. The City is not required to participate in the health care trust: however, if the trust is created in a manner which is acceptable to the City, the City will transfer the member's pre-tax dollars, as allowed by a law and as specified by the provisions of the health care trust, from members' paychecks into the health care savings trust.

ARTICLE XIII. HOLIDAYS

Section 13.01 Holidays. The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

Section 13.02 Holiday Pay for 24-hour Shift Personnel. In lieu of regular holiday pay, all employees scheduled to work 24-hour shifts shall receive eighty (80) hours added to their earned vacation time on their anniversary date each year.

Section 13.03 Holiday Pay for 40-hour Weekly and 12-hour Shift Personnel. All 40-hour weekly personnel shall receive eight hours of straight-time pay on each of the annual holidays listed above. All 12-hour shift personnel shall receive twelve hours of straight-time pay on each of the annual holidays listed above. Any employee who takes unpaid leave on their last regularly scheduled working day prior to a holiday or on their first regularly scheduled working day after the holiday shall not receive holiday pay.

Section 13.04 Holiday Premium Pay. All personnel who work a scheduled shift on a recognized holiday (12:01am to 12:00 midnight on the actual date of the holiday) shall be paid double time for all hours actually worked on the actual day of the recognized holiday. All personnel who work a non-scheduled shift on a recognized holiday shall be paid at a rate of two-and-one-half times their regular rate of pay for all hours actually worked on the day of the actual recognized holiday.

ARTICLE XIV. VACATION

Section 14.01 Vacation leave shall be accrued on a bi-weekly basis, in accordance with the following annual vacation hours accrual schedule:

<i>Length of Continuous Service in Years</i>	<i>40-Hour Weekly and 12-Hour Shift Personnel</i>	<i>24-Hour Shift Personnel</i>
Less than 5	80	168
At least 5 but less than 10	120	216
At least 10 but less than 15	144	240
At least 15 but less than 20	160	264
At least 20 but less than 25	184	288
At least 25	200	312

Section 14.02 Banking. 40-hour Weekly and 12-hour Shift Personnel may accrue up to two hundred forty (240) hours of vacation leave. 24-hour Shift employees may accrue up to four hundred eighty (480) hours of vacation leave.

Section 14.03 Vacation shall be scheduled and used consistent with Departmental policies.

Section 14.04 Employees shall have the right to schedule up to three shifts worth of vacation time per year in increments of one hour or greater.

Section 14.05 Vacation Payout. When an employee’s employment is terminated for any reason whatsoever, all earned vacation shall be paid out at the employee’s then-current hourly rate, at the time of termination.

Section 14.06 Vacation Conversion. Employees transferring from 40-hour weekly or 12-hour shift positions to 24-hour shift positions, and vice versa, shall have their accrued vacation hours converted as follows:

Employees Moving to 24-Hour Shift Positions	
<u>Years of Service</u>	<u>Conversion Multiplier</u>
0-10	2.1
10-15	1.8
15-25	1.65
25+	1.56

Employees Moving to 40-hour Weekly or 12-hour Shift Positions	
<u>Years of Service</u>	<u>Conversion Divisor</u>
0-10	2.1
10-15	1.8
15-25	1.65
25+	1.56

*When employees who convert to 40-hour weekly or 12-hour shift positions have time in excess of the 240 hour accrual cap after applying the divisor above, they shall be paid out for all excess hours at their then-current pay rate.

ARTICLE XV. SICK LEAVE

Section 15.01 Sick leave shall be accrued on a bi-weekly basis. Annual accrual hours shall be:

- (a) 96 hours for 40 hour weekly and 12-hour Shift Personnel
- (b) 288 hours for 24 hour Shift Personnel

Section 15.02 40-hour weekly and 12-hour shift personnel may accrue up to 1,440 hours of sick leave. 24-hour shift personnel may accrue up to 4,320 hours of sick leave.

Section 15.03 Sick leave shall be used and administered in accordance with applicable City and Departmental policies.

Section 15.04 Employees shall generally be required to present all physician's certificates to the Human Resources Department when returning from any period of sick leave lasting three working days or longer. Additionally, with advance notice to the employee the City may require a physician's certificate for shorter periods of absence, if the employee has exhibited a pattern of absenteeism or if there is some other legitimate reason to require a physician's certificate. During hours when the Human Resources Department is not open, the physician's certificate shall be presented to the employee's Shift Commander. Details regarding employees' illness or injuries, or their family's illness or injuries, shall not be shared with anyone outside the Human Resources Department, except to the extent necessary to manage compliance with work restrictions, or to report use of medication that may affect safe performance of job duties.

Section 15.05 The City shall offer an annual physical to all sworn personnel. The City shall pay for the cost of this physical, which shall take place during scheduled work hours.

Section 15.06 The City may require a fitness-for-duty examination, with a physician of its own choosing whenever the City has a good faith doubt regarding the employee's ability to safely and properly perform any of the essential functions of his or her job, with or without reasonable accommodations. The City shall pay for the cost of such examinations, and for all time spent in the examination.

Section 15.07 Sick Leave Payout for 40-hour Weekly and 12-hour Shift Personnel. Personnel who have completed at least five years of service, and who resign or otherwise voluntarily separate from employment shall be paid for 1/8th of their unused,

earned sick leave. Regular Personnel who retire shall be paid ½ of their unused, earned sick leave. Regular personnel who are terminated for cause shall not receive any sick leave payout.

Section 15.08 Sick Leave Payout for 24-hour Shift Personnel. 24-hour Shift Personnel who have completed at least five years of service, and who resign or otherwise voluntarily separate from employment shall be paid for 1/24th of their unused, earned sick leave. Shift personnel who retire shall be paid for 1/6th of their unused, earned sick leave. In determining the hourly rate to apply to sick leave payouts for Shift personnel, the City will convert the employee's base annual wage to the rate that would apply if the employee were scheduled for 2080 hours per year. Shift personnel who are terminated for cause shall not receive any sick leave payout.

Section 15.09 Upon the death of any active employee who has completed at least five years of service with the City, the employee's designated beneficiary will receive the same sick leave payout as the employee would have received if the employee had retired.

ARTICLE XVI. OTHER LEAVE

Section 16.01 All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, Family and Medical leave, worker's compensation leave, and any other form of leave (either paid or unpaid) as provided for under City and Departmental policies.

Section 16.02 Employees on leave shall not engage in activities that are inconsistent with the reason for the leave. Employees shall have the right to engage in any activity, including performing work for other employers, that is not inconsistent with the reasons for the leave. If they are able, and the employee voluntarily chooses, an employee on leave may attend training offered by the Department, but will not be compensated for that time except to the extent their leave time is otherwise paid. In this event, notice shall be given by employee to the Fire Chief or his or her designee at least 24 hours in advance of the scheduled training.

Section 16.03 Non-paid military leave shall not adversely impact other members' ability to use their vacation time.

ARTICLE XVII. SENIORITY

Section 17.01 "Seniority" shall mean length of continuous employment within the Department, unless otherwise specified. "Rank Seniority" shall mean length of continuous employment in an employee's current rank or civilian job classification.

Section 17.02 The Department shall maintain and provide to the Local a current roster showing names of all current bargaining unit personnel, rank or job classification, date of initial hire within the Department, and date of promotion to current position.

Section 17.03 Loss of Seniority. Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary quit or retirement;
- (b) Discharge for cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen days after the City issues a recall notice;
- (e) No-call/no show for two consecutive regularly scheduled shifts if the employee was physically and practically able to call or report to work;
- (f) Failure to perform work for the City for eighteen (18) consecutive months for any reason, other than military leave or work-related illness or injury.

ARTICLE XVIII. PROBATION

Section 18.01 Probation. New employees shall be hired on a probationary basis for a period of twelve (12) months. During probation, employees shall be subject to discharge without cause, and such discharge shall not be grievable under the terms of this Agreement.

Section 18.02 Promotional Probation. Employees who are promoted into a higher job classification shall serve an initial six-month trial period in the new job. Employees who are unsuccessful during the trial period may be returned, or may elect to return, to their prior position at the rate of pay they would have held had they not accepted the promotion.

Section 18.03 If any employee exhibits performance problems during his or her new hire probation, or during his or her promotional trial period, management shall notify the employees of the observed problems in writing, and shall provide the employee with a reasonable opportunity to improve, before taking any job-related action against the employee.

Section 18.04 Probationary employees may use personal days as soon as they are earned. They may use earned sick leave after 90 days of employment, and earned vacation pay after six months of employment. However, employees who are attending Firefighter recruit training shall not use personal leave or vacation days until training is completed.

ARTICLE XIX. HOURS OF WORK

Section 19.01 The regular schedule for 24-hour Shift Personnel shall be 24-hour shifts based on the Berkley Schedule, with nine shifts scheduled per 27-day work period. Shift change shall occur at 8:00 a.m.

Section 19.02 Effective May 29, 2019, the regular schedule for 24-hour shift personnel shall change to 24 hour shifts based on the 48/96 schedule. This will commence a seven-month trial period in which the work schedule will include eight shifts per 24-day work period. The trial period includes an opt-out feature in which either the City or the Local may discontinue the 48/96 at the completion of seven months and return to the Berkeley schedule. If both parties consent, at the end of the trial period, the 48/96 will become permanent. Shift change shall occur at 8:00 a.m.

During the seven-month trial period, should unanticipated issues become apparent that indicate a need for suspension or modification of contract terms or policies for the successful implementation of the 48/96 schedule, those issues will be discussed by the Labor Management Committee. If necessary, the contract or policy provision at issue may be suspended or modified during the trial period, but will be reinstated at the conclusion of the seven month trail period unless the parties agree otherwise as part of the permanent adoption of the 48/96 schedule.

Section 19.03 Hours between 5:00pm and 7:00am will generally be considered “down time,” during which employees must maintain readiness and respond to alarms, but may otherwise rest, eat, and engage in other personal pursuits. Notwithstanding this provision, training may be scheduled during “down time,” when reasonably necessary to fulfill the training needs of the Department.

Section 19.04 The regular schedule for Communications Personnel shall be 12-hour shifts, changing at 7:00am and 7:00pm.

Section 19.05 The regular schedule for all other personnel (non-Shift and non-Communications) shall be five days per week, eight hours per day. Scheduled days and start times may be adjusted according to the needs of the Department.

ARTICLE XX. REDUCTIONS IN FORCE

Section 20.01 In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing available work.

Section 20.02 In the event the City determines, in connection with a layoff, that it is necessary to reduce the number of employees in any rank or job classification, the junior employees within those ranks or classifications shall have the opportunity to bump into lower-ranking positions, with a corresponding reduction in pay. Upon re-

call, employees who have bumped down will be bumped up to their previous rank without testing or other promotional process.

Section 20.03 Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy-two hours after receiving a recall notice, and shall have a maximum of fourteen days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

ARTICLE XXI. PROMOTIONS

Section 21.01 Qualifications and requirements for promotion shall be as set forth in Departmental policy.

Section 21.02 All vacancies in the Department will be posted internally on station bulletin boards as outlined in department policy. Postings shall state the title and qualifications for the position. Bargaining unit members may bid/apply to fill any vacant position for which he or she is qualified.

Section 21.03 The only employees not eligible for promotion are those who were on probation or unpaid leave (other than FMLA or military leave) on either the testing date or the appointment date.

Section 21.04 All vacancies shall be filled in accordance with City and Departmental policies and procedures. Whenever practicable, vacancies shall be filled within sixty (60) days after a position becomes available.

Section 21.05 An employee promoted into a new rank shall enter the new rank at the start of the new pay scale or the appropriate step that provides an increase in base pay, whichever is greater.

ARTICLE XXII. PERFORMANCE EVALUATIONS

Section 22.01 Employees will be evaluated by management and/or supervisory personnel at least annually. Such performance evaluations will coincide with the employee's anniversary date or promotion date for captains. Employees may also be evaluated prior to the conclusion of their probationary period. When pay increases are provided by the City, An employee's performance evaluation must be "basic performer" or above to qualify for the next listed step in his/her pay scale.

Section 22.02 When pay increases are provided by the City, an employees will not be denied a step increase unless they receive an overall "unacceptable" or "needs improvement" performance evaluation. Step advancement will be delayed one (1) year for each year an employee receives an "unacceptable" or "needs improvement".

ARTICLE XXIII. DISCIPLINE

Section 23.01 The purpose of discipline is to ensure high standards of performance and efficiency, and to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the Department is for the most part “self discipline.” It is the duty of each employee to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the Department and the City. Each employee is expected to be self disciplined, to work hard at being the best at what they do, and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for Department Management to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. For purposes of just cause:

- (a) Knowledge of a policy shall be imputed if the employee has received a copy of the City and departmental policies and has signed an affirmation of the same, subject to any amendments or updates which shall also be provided in writing and shall be affirmed by signature of the employee.
- (b) Notice shall not be required when a reasonable person would know that the conduct could or would be likely to lead to discipline. Such instances include, but are not limited to, insubordination, intoxication, whether from drugs or alcohol, on the job, theft, fraud, loss of eligibility to perform essential duties of the job for which the individual is employed, endangering the safety of self or others, and violation of any federal, state or local law, ordinance or regulation.

Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 3 of this Article.

Section 23.02 The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct or negligence will generally follow the steps identified below. The City may deviate from these steps for good cause, including but not limited to consideration of the employee’s overall performance history, active disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance. Factors considered by the City in deviating from the progressive steps set forth below shall be explained in writing and provided to the employee.

- (a) Verbal Warnings. A verbal warning is an oral reprimand given to an employee by any supervisor or manager at or above the rank of Captain. A written record of the warning shall be recorded in the employee’s departmental file.
- (b) Written Reprimand. A written reprimand is a formal warning provided in writing to an employee by any manager at or above the rank of Captain, which shall be recorded in the employee’s personnel file.

- (c) **Suspension.** A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. Only the Fire Chief, or, in the Fire Chief's unavailability, his or her designee, shall have the authority to issue suspensions without pay. An employee placed on suspension shall not be present at their work site without written permission from the Fire Chief (except to participate in grievance proceedings.) A written record of the circumstances leading to the suspension shall be placed in the employee's personnel file.
- (d) **Discharge.** Discharge is the removal of an employee from City employment. Only the Fire Chief or, in the Fire Chief's unavailability, his or her designee, shall have the authority to discharge employees.

Section 23.03 Employees and the Local shall be given copies of any notations or disciplinary records that are to be placed in their files, and employees shall have the right to examine their disciplinary and personnel records in both the Human Resources Department and the Fire Department. Employees shall not remove or alter any document contained in their file.

Section 23.04 Disciplinary actions shall remain active, and may be considered in determining the appropriate level of progressive discipline, for the following periods: verbal warnings, one year; written warnings, two years. Suspensions shall remain active for at least five years, and may remain active thereafter depending on the severity of the offense. Inactive discipline shall remain in the employee's file, and may be considered when determining whether the employee had knowledge of rules and expectations, and when determining whether mitigation of any disciplinary consequence would be appropriate, but shall not be considered when establishing the appropriate level of progressive discipline.

Section 23.05 During any investigatory meeting, the result of which may reasonably be expected to lead to discipline of the employee being questioned, and during any meeting in which discipline other than informal counseling is to be issued, the employee who is being questioned or who is receiving discipline shall have the right to request Local representation. If the employee requests such representation, the meeting shall not proceed until a Local representative is present. The employee must select a representative who is available to attend the meeting within a reasonable period of time, which will typically mean that the representative must be selected from among on-duty employees. Stewards or other Local representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request, so long as the Local representative's conduct does not unduly disrupt or interfere with the conduct of the meeting.

Section 23.06 In cases involving unsatisfactory performance of an employee's duties - if the unsatisfactory performance does not involve negligence, willful neglect, or

gross incompetence - Department management shall notify the employee of the shortcomings in his or her job performance, explain the Department'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 City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training, before any discipline will commence.

ARTICLE XXIV. GRIEVANCE PROCEDURE

Section 24.01 A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Local and the City, such resolution shall be final as to that grievance.

Section 24.02 In the event an individual employee wishes to grieve an alleged violation of City or Departmental policies, he or she may elect to use the grievance and/or appeal procedures set forth in said policies in lieu of using this procedure. Such an election will constitute a waiver of Local representation, although the right to witnesses, etc., set forth in the policies shall apply. In the event an employee attempts to use the procedure in applicable policies in a timely manner, and it is determined that the alleged violation is a violation only of this Agreement, rather than said policies, the employee's appeal/grievance may proceed hereunder and will be considered as having been timely filed. In the event an individual employee uses this procedure without Local representation, the outcome of such grievance will not be considered precedent, past practice, or evidence of proper interpretation or application of the provisions at issue.

Section 24.03 All grievances must be brought to the attention of management within fifteen (15) calendar days after the Local and/or grieving employee first knew or reasonably should have known of the issue being raised. The Local may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 24.04 Step One. Grievances at the first step shall be filed with the appropriate shift commander. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Assistant Chief shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving the grievance, the Assistant Chief shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 24.05 Step Two. If the matter is not satisfactorily resolved at Step One, the Local or the aggrieved employee may appeal the grievance to the Fire Chief. Any appeal to Step Two must be submitted to the Fire Chief within ten (10) calendar days after the Assistant Chief issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the shift commander fails to issue a timely decision. The written Step Two appeal to the Fire Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 24.06 Step Three. If the matter is not satisfactorily resolved at Step Two, the Local or the aggrieved employee may appeal the grievance to the City Manager or the City Manager's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Fire Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two, if the Fire Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 24.07 Step Three Hearing. Upon request, the City Manager or his or her designee shall hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. At such hearing, the Local and/or aggrieved employee shall have the right to call and cross-examine witnesses and submit evidence in support of the grievance. Management personnel shall also have the right to call and cross-examine witnesses and submit evidence. The City Manager or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days of the Step Three hearing, or within ten (10) calendar days after the grievance is submitted at Step Three if no hearing is requested. The written decision shall explain the reasons for any conclusion reached.

Section 24.08 The Local or aggrieved employee filing a grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment shall have the right to file the initial grievance at Step Two.

Section 24.09 Employees filing grievances shall have the right to be represented by the Local at all steps of the process. Legal counsel shall not directly participate in the grievance process.

Section 24.10 The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days.

ARTICLE XXV. ARBITRATION

Section 25.01 If a matter subject to a grievance is not satisfactorily resolved at Step Three, the Local may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Director of Human Resources within ten (10) calendar days after receiving the Step Three decision, or within fourteen (14) calendar days if the City Manager of his or her designee fails to issue a Step Three decision.

Section 25.02 Selection of the Arbitrator. Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven (7) days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 25.03 Decision of the Arbitrator. The decision of the Arbitrator shall be subject to the following conditions:

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) In the resolution of disputes, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.
- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 25.04 The decision of the Arbitrator shall be final and binding on all parties as to all matters which may arise out of the interpretation or application of this Agreement.

Section 25.05 The costs of the Arbitrator shall be shared equally by the City and the Local. Each party shall otherwise bear its own costs.

ARTICLE XXVI. LABOR-MANAGEMENT COMMITTEE

Section 26.01 There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Local. The Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Local shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of regular meetings.

Section 26.02 The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining.

Section 26.03 The purpose of regular meetings shall include but is not limited to:

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.
- (c) Presentation and if requested, discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices.
- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject an active grievance at the time.
- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

Section 26.04 The Labor/Management Committee may also appoint such subcommittees as they believe would be helpful in fulfilling the mission of the Department.

Section 26.05 A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

ARTICLE XXVII. GENERAL PROVISIONS

Section 27.01 Uniforms and Equipment. The City will provide all necessary uniforms and equipment for all Departmental personnel.

Section 27.02 Inclement Weather. Employees will not be required to perform other than emergency and necessary maintenance or training tasks outdoors when the actual outdoor temperature is below thirty degrees or above ninety degrees Fahrenheit.

Section 27.03 Temporary, Part-Time, Contract and Other Employees. The City will not hire or use temporary, part time, contract or non-bargaining unit employees to perform work normally performed by full-time bargaining unit employees, except for non-emergency tasks. The City will not hire or use such personnel for non-emergency tasks if such use would result in any reduction in force or part-timing of personnel in the bargaining unit.

Section 27.04 Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job.

ARTICLE XXVIII. COMPLETE AGREEMENT

Section 28.01 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Local, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, event though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXVI.

Section 28.02 This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties and for represented employees of the City. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

Section 28.03 In the event that any provision of this Agreement shall at any time be declared invalid by any court, or by government regulation or decree, such decision shall not invalidate the entire Agreement. The expressed intention of the parties is that all provisions not declared invalid shall remain in full force and effect.

Section 28.04 Modification of Economic Terms: For the term of the Agreement, should the City declare a bona fide fiscal emergency, the City may re-open this Agreement for the purposes of renegotiating wages only. Should such an emergency be declared, no unilateral changes to the wage progression shall be implemented until the expiration of a mandatory forty-five (45) calendar day negotiation period during which time both parties shall negotiate in good faith. At the conclusion of the mandatory negotiation period, the City may implement such changes to the wage progression as may be necessary to address the fiscal emergency, provided that the City has met with the bargaining representative. Should the City declare a bona fide fiscal emergency and implement unilateral changes to the wage progression the Local may at its option terminate the remaining term of the agreement as of December 31st and begin negotiation with the City for a successor agreement.

ARTICLE XXIX. TERM OF AGREEMENT

Section 29.01 This Agreement shall become effective upon ratification by both parties, and shall remain in effect through June 30, 2021. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions as set forth herein.

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL 2195

CITY OF LEE’S SUMMIT, MISSOURI

Bryce Buchanan, President

Stephen A. Arbo, City Manager

Date

Date