Gravois Fire Protection District Standard Operating Procedures Section IIIC Personnel/Career Staff

Chapter 5 Work Agreement: Applies to all hires after 2007

## **Employment at Will:**

- 1. Employment with The Gravois Fire Protection District is voluntarily entered into, and employees are free to resign at will at any time, for any reason, with or without cause or notice, however the District requests a minimum of two weeks notice for personnel submitting their resignation. Similarly, The Gravois Fire Protection District may terminate the employment relationship at will, at any time, for any reason, with or without cause or notice.
- 2. The employment at-will relationship described above cannot be modified in any way except by a written individual employment contract signed by the employee and the Board of Directors.
- 3. Policies set forth in Standard Operating Procedures (SOP's), Policy Manual and any other documents are not intended to create a contract, expressed or implied, guaranteeing employment for a specific duration, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between The Gravois Protection District and any of its employees. The provisions of these documents have been developed at the discretion of the Fire Chief and ratified by the Board of Directors.
- 4. An individual employee's decision as to whether to join the union or not is not a condition of employment.

## **Requirements:**

- 1. All shift personnel will have a minimum of Missouri State Certified FF I and FF II, Firefighter EMS First Responder through the University of Missouri Fire and Rescue Training Institute or other LAESA Approved Training Entity or higher level of EMS, have and maintain American Heart Association CPR for health care provider with AED and have NIMS certification at the proper level for the duties they are expected to perform at the hire date.
- 2. The Board of Directors reserve the right, that if sufficient personnel are not available to fill positions, to hire otherwise qualified applicants and to establish deadlines to obtain required certifications.
- 3. All shift personnel must have or obtain within 30 days of hire, a valid Missouri Class E Drivers License and are encouraged to obtain, at their own expense, a Missouri CDL License with appropriate endorsements for vehicles in use by The District.
- 4. All shift personnel must have and maintain a permanent residence within District Boundaries within 6 months of hire. (Areas between a blue line running parallel to the North, West and South Eastern Boundaries and said North, West and South Eastern Boundaries constitute adjacent areas where residency may be accepted, by decision of the Fire Chief. See attached map.)

### Work shift:

- 1. 24 hour shift, 28 day work period, anything over 212 hours in 28 days are overtime. Overtime at time and one half.
  - a. Twenty four hours on, twenty four hours off, twenty four hours on, twenty four hours off, twenty four hours on and ninety six hours off.
- 2. The career firefighting force is divided into three shifts: A, B, C
- 3. The hours of duty for each 24-hour shift are from 8:00AM to 8:00AM 24 hours on duty and 24 hours off duty.
- 5. Each morning prior to commencing scheduled duties, the shift shall conduct an inspection of the equipment and quarters to be sure all equipment and quarters are in proper condition, clean and apparatus and equipment ready for service.
- 6. Sleeping facilities shall be available for employees and standard sleeping time for each individual employee shall be established between the hours of 23:00 PM and 07:30AM.
- 7. The off-going shift must awaken and dress no later than 07:30AM to prepare for shift change at 08:00AM.
- 8. The shift personnel coming on duty must be in quarters no later than 08:00AM and ready for immediate duty assignment.
- 9. A curfew will be set that everyone is to be out of the station no later than 23:00PM, so as to not disturb duty and live-in personnel during sleeping hours. This may be disrupted by emergency responses.
- 10. The Fire Chief shall determine the hours of duty for eight-hour shift employees.
- 11. All employees are considered "on-duty" when working their normal schedule shifts.
- 12. Sometimes "off-duty" employees are called by the Chief Officers to assist as "on-duty" employees in combating fire or other emergency responses. The individual that is "called-back" is called based on the individual's knowledge, training, and expertise as needed for the incident at hand.
- 13. In this case, these "off-duty" employees shall be classed as "on-duty" until properly released by the Officer in Command.
- 14. Those employees classed, as "on-duty" not on normal shift will be compensated accordingly.

### **Work Schedules:**

- 1. The District establishes and posts work schedules for their employees, which will most efficiently, meet the needs of the District.
- 2. These schedules may be adjusted from time to time as conditions may require.
- 3. Paid personnel will be allowed one (1) meal per shift outside the station.
- 4. The crew must remain together with an apparatus and ready for response, unless specific assignments dictate otherwise.
- 5. All meals are to be taken in District.

6. One (1) hour is allowed for meal breaks. The meal schedule is as follows during these periods:

Breakfast: 06:00 – 08:00 hours Lunch: 12:00 – 13:00 hours Evening Meal 17:00 – 19:30 hours

Note: Lunch and Evening meal periods may be adjusted for special work details,

public service details, special assignments or training events.

(Exception: if personnel are on a response, lunch hours may vary.)

#### **Shift time allocation:**

1. Work period, 08:00 to 17:00

- 2. Ready time, 17:00 to 23:00
- 3. Sleep time, 23:00 to 07:30

## Payroll:

- 1. Twice a month.
- 2. Paid on 15<sup>th</sup> & 30<sup>th</sup>.
- 3. Cut off days are 10<sup>th</sup> & 25<sup>th</sup>.

# **Starting Pay**

- 1. Firefighter, Start at \$8.32, with one year probation, review of performance at 6 month, if positive review, increase rate 50 cents per hour; review at one year, if positive, remove employee from probation and place as active firefighter, with additional 50 cents per hour
- 2. Pay shall be for all hours on assigned shift and any work over scheduled shift end period except if working an additional shift.
  - First year salary without any incentives will range from approximately 24,700.00-25,000.00, depending on which shift personnel are on, not including 6 month raise plus holiday pay for holidays that fall on scheduled work days.
- 3. Three firefighters per shift: one shift member assigned as shift leader.
- 4. Raises, annually after completing probation.
  - Shall be performance based, with maximum raise to match CPI, with approval from the Board of Directors. Board may at their option increase amount of raise.
- 5. Compensation for additional shift, call backs and required training:
  - All time for working additional shifts, recalls and mandatory training off shift shall be paid through comp-time. All comp-time must be used in the year earned and cannot be carried over, except that comp-time earned in the third quarter of a year must be used by the end of the first quarter of the next year and comp-time earned in the fourth quarter of a year must be used by the end of the second quarter of the next year.
  - Any time a recall is made or for required training off shift, a minimum of four hours of comp-time will be paid.

### **Benefits:**

- 1. Uniforms: upon initial hire:
  - a. Two pair of class B pants and two short sleeve and two long sleeve class B shirts.
  - b. Work uniform: Five pair, navy blue trousers; Four navy blue, long sleeve work shirts and four navy blue polo shirts.
  - c. Five department T-shirts.
  - d. Two department ball caps.
  - e. One Class B dress jacket.
  - f. One work coat.
  - g. Dress belt & work uniform belt.
  - h. One pair of dress uniform shoes.
  - i. One pair of work boots.
  - j. Badge, name tag and collar brass.
  - k. Following successful completion of probation; \$500.00 per year, uniform allowance:

All uniform components must be selected from a list of approved components, from approved suppliers and ordered through the District Office; all order requests shall be approved by the Fire Chief prior to order being placed. If any paid staff does not spend the entire allocation in a year, the amount may be carried over to subsequent years.

# 2. Protective Clothing and Equipment:

Structural Firefighting ensemble, consisting of bunker coat, bunker pants, helmet, hood, fire boots, fire gloves.

Portable Radio.

Radio pager.

Wildland shirt, helmet, leather gloves and if requested goggles.

Infective disease control materials.

#### **Insurance:**

- 1. Work comp. as soon as employed.
- 2. Health insurance, 100% provided by district for employee; employee may add dependents and spouse at own expense.

Health insurance will start 60 days after hire.

## **Incentives:**

- 1. Increase for additional training: No training incentive for first six months, start incentives following positive review at 6 months. Except, no incentive for Haz-Mat Team membership until successful completion of probation.
  - a. To go from first responder to EMT: .05 per hour.
  - b. Inspector: .05 per hour.

- c. Fire Officer I (shift leader only): .05 per hour.
- d. Haz-Mat team member: Operations level; .05 per hour, Technician; .10 per hour.
- 2. Sick days: three shifts per year, may accumulate to total of 12 sick days.
- 3. Vacation: one week is equal to three working shift days; vacations must be taken in year earned.
  - a. One week after one full year.
  - b. Two weeks after two full years.
  - c. Three weeks after seven full years.
  - d. Four weeks after twelve years.

# 4. Holidays:

All paid staff will receive the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. President's Day
- d. Harry Truman's Birthday
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. Columbus Day
- i. Veterans Day
- j. Thanksgiving
- k. Christmas

Shift personnel scheduled for work on a holiday will work normal scheduled shift, but will receive overtime pay for the period of their shift on the actual holiday.

## 5. Emergency Leave:

- a. Employees shall be permitted to take up to four hours Emergency Leave, with pay after notifying the District Office or Fire Chief or his designee.
- b. The provision shall only apply to a bona-fide emergency.
- c. "Emergency" shall, but not be limited to, any situation where a member of the employee's immediate household requires emergency medical treatment or hospitalization, but does not include baby-sitting difficulties or similar situations.
- d. The emergency must occur after the employee has reported for work or in the case of an automobile accident, en-route to work.
- e. This time will be charged against sick leave.
- f. The employee shall contact the District Office or Duty Officer within four hours of leaving and advise them of the status of the emergency.
- g. Only the first four hours will be compensated. After the four hour time allotment, the time will be lost without pay, unless the employee is injured or sick, then sick time may apply.

# 6. Funeral leave:

Immediate family: spouse, children, parents, stepchild, grandchildren, brother, sister, mother or father-in-law, grandparents and stepparents.

Day before funeral, day of funeral, day after funeral, but only on scheduled shifts. Additional time if requested and approved may be charged against vacation or sick days.

# **Training:**

- 1. Each shift will conduct prescribed training as indicated by the Fire Chief during work periods when on shift.
- 2. Personnel on shift shall attend any department training scheduled on the evenings while they are on shift, unless assigned to other duties. However, when on shift, personnel remain on duty and shall respond to any emergency calls.
- 3. All paid staff shall attend 50% of the general group training meeting, normally scheduled on the second Thursday of each month from 18:30 hours to 22:00 hours. Compensation will be paid in comp-time for paid staff when attending off shift.
- 4. Paid staff shall attend EMS team meetings on the fourth Thursday of each month from 18:30 hours to 22:00 hours to maintain active status as an EMS team member. Failure to maintain active status as an EMS team member will result in termination. Compensation will be paid in comp-time for paid staff when attending off shift.

# **Classifications of training:**

**Type A:** This is mandatory training, any shift personnel attending type training when off shift shall be paid in comp-time.

**Type B:** This is training that is beneficial to maintaining a satisfactory level of performance or obtaining addition skills to fulfill the Mission and Purpose of The Gravois Fire Protection. Paid staff attending type B training shall not receive any compensation except that if the training qualifies for any stipend, they shall receive said stipend.

**Type C:** This is training that is beneficial to improve individual performance or to develop specialized skills, but is not generally offered to the firefighter group. Paid staff attending type C training shall not receive any compensation except that if the training qualifies for any stipend, they shall receive said stipend.

#### **Recalls:**

- 1. Paid staff that are off duty shall not respond to any emergency calls when off duty unless authorized to do so by a Chief Officer or acting duty officer. Authorization for a recall will be made via our alerting system using a radio message "this is a CODE 800".
  - a. FLSA ruling states that shift personnel cannot volunteer services to the agency they are employed by if the duties they are volunteering for are the same duties as they normally and routinely perform when on shift.
  - b. Activities off duty personnel may participate in without formal recall, and those personnel attending shall be considered on-duty:
    - b1. Regular Scheduled Department Training, Comp. time is provided.

- b2. Any approved Type A, B or C training.
- b3. Special events; fund raisers, fairs, demonstrations, competitions, public education, fire safety presentation, funeral/memorials or events or activities sponsored or organized by the Gravois Firefighters Association events; when notice of event is posed within District District firehouses or notification made over District alerting system.

#### **Shift Trades:**

- 1. Employees shall be permitted to trade scheduled work time; only employees qualified to perform the other employee's duties may trade schedules.
- 2. Arranging for schedule trades and proper pay back is the responsibility of the employees involved, and not the District. Both sides of the trade must occur within a 28 day pay period.
- 3. If a firefighter has an approved, trained volunteer (contract labor) work for them, the firefighter will lose the time worked (time without pay), the District will pay the fill-in personnel the agreed upon labor rate in accordance with District accounting procedures.
- 4. Trade requests must be made in writing and approved by the Fire Chief or designee.
- 5. Both employees must fill out, sign and return the appropriate form for signature by the Fire Chief prior to the trade change date.
- 6. Ultimately, the employees that are involved in the trading of time are responsible.

## **Reduction of Force:**

In the event The Gravois Fire Protection District is ever in a position where a reduction in force is necessary, the Board of Directors shall determine which employees will be impacted using the following factors as guidelines for analysis and decision making:

- 1. Types of Activities to be curtailed and the associated positions thereby impacted;
- 2. Employee performance records including performance evaluations, disciplinary actions and letters of commendation:
- 3. Attendance records;
- 4. Employee's present job knowledge, and knowledge of other District jobs (including potential demotions);
- 5. Length of service with the District.

An employee separated from service through a reduction in force will be placed on a reemployment list for no longer than 365 days. When a position opening occurs for which a prior employee is qualified, he or she will be notified of the opening.

Re-hire employment decisions will be based upon the information used to make the initial reduction decision as listed above, and the candidate may be requested to interview as well. It will be the former employee's responsibility to inform the District of any change in address or telephone number during the 365 days following the reduction.

An employee not called to interview for re-employment within 365 days must re-apply for employment as a new hire.

# **Minimum Staffing:**

- 1. Minimum Staff on each shift shall be two.
- 2. There is no provision for back-fill on any shift, unless that shift is below minimum staffing due to personnel that have left the Department and that position has not yet been filled. See backfill procedure.
- 3. In the event minimum staffing is not maintained, any scheduled vacation days or comp. days are subject to cancellation.

