

**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 during probationary period, following successful completion of probation any disciplinary actions or suspension/discharge proceedings will be in accordance with established ordinances.
2. The employment at-will relationship described above cannot be modified in any way except by a written individual employment agreement signed by the employee and the Board of Directors, or if employee is a member of the IAFF Gravois Shop and modification are set forth within the current memorandum of understanding.
3. Policies set forth in Standard Operating Procedures (SOP's), Policy Manual and any other documents, unless otherwise stated within the document, 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 or IFSAC FF I & II and able to achieve State Certification within 90 days, Firefighter EMS First Responder through the University of Missouri Fire and Rescue Training Institute or other 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 career 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 30 road miles of Headquarters Building within 6 months of hire.

**Work shift:** for personnel on assigned shift

1. 24 hour shift, 28 day work period, and operating under a Federal 207 K exemption with overtime being paid for all hours over 212 worked in each 28 day work period. 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.

**Float Firefighter Position:**

1. Will be considered as a paid firefighter position operating on floating work assignment.
2. The purpose of the float firefighter is primarily to provide a firefighter that can fill any position if a shift is below minimum staffing, secondly to provide a third position if a member is off on vacation, compensatory time, sick leave, injury or disability or personal leave, thirdly to provide additional staffing, especially at high volume times.
3. Will operate under a Federal 207 K exemption with overtime being paid for all hours over 212 worked in each 28 day work period.
4. Schedule will be set for each 28 day period with the next work schedule being given by the end of the 14 day of the current 28 day work period.

5. The schedule for a float firefighter will be approximately 216 hours each 28 day period with multiple duty assignment of 24 consecutive hours; however they may be given a duty assignment of less than 24 hours with a minimum of 12 hours.
6. The float firefighter shall normally not be scheduled for a consecutive assignment in excess of 48 hours except in times emergency.
7. The posted schedule will be subject to change to meet staffing needs with a 48 hour notice.
8. The float firefighter shall accept any change in scheduling, unless on approved vacation, compensatory time, sick leave or other approved leave, with notice given within 48 hours of beginning of assignment, but will be offered an opportunity to accept an assignment within 24 hours of beginning of assignment without penalty for declining.
9. The probation period for a float firefighter is one year.
10. All benefits given to a career firefighter will be provided for a float firefighter.
11. A float firefighter will be given first opportunity to move to a regular shift position upon an open position occurring.
12. All other rules, regulations, orders and standards, including physical standards, minimum required hiring prerequisites and training requirements for a shift firefighter with the Gravois Fire Protection District shall apply to the float firefighter position.
13. The float firefighter must demonstrate the physical, mental, and agility standard for a shift firefighter as well as to work within the environmental conditions required of firefighters and shall be subject to the same applicant testing standards for all shift firefighters.
14. The float firefighter position shall not be considered a full time firefighter position for the determination of minimum staffing requirements and call backs.

**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, the location should be within the normal first due area or if out on assignment the first due area for that location of assignment.
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 – 07:30 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 \$10.80, with one year probation, review of performance at 6 month, if positive review, incentives begin; 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.
3. Three firefighters per shift: one shift member assigned as shift leader.
4. Raises, annually after successful completion of 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 compensatory time. Compensatory time must be used within a year of earning and the maximum compensatory time that can be on the books is 250 hours.  
If compensatory time is nearing the end of one year of earning the District may schedule compensatory time as necessary to use accrued time within a year of time earned.  
If compensatory time is over 250 hours for 15 calendar days, the District may schedule compensatory time as necessary to reduce the hours below 250.  
Any time a recall is made or for required training off shift, a minimum of four hours of compensatory 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 job shirts and four navy blue polo shirts.  
Shorts added to class C uniform, per regulations and specification set forth in Uniform Dress Code. Three pair of shorts provided to each requesting member, if

shorts are requested the total number of EMT pants maintained for each participating member would be reduced by one. Approval of shorts will be provisional, if following adoptions there are increased injuries directly related to wearing shorts and/or constant violation of policy the program will be cancelled.

- c. Five department T-shirts.
  - d. One 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. Replacement of uniform components: Employee shall request replacement for worn, damaged or unusable uniform components on an approved requisition form, requisition form shall be presented to their immediate supervisor for approval, requisition form shall then be presented to the Deputy Chief of Operations or his/her designee, who shall verify the need and upon approval forward the requisition form to the Fire Chief for final approval and order. Upon receipt of the replacement component it shall be exchanged for the worn, damaged or unusable component.
1. Personnel shall not accumulate above the maximum number of components in the initial issue and shall maintain at minimum:
- Two short sleeve and two long sleeve class b uniform shirts.
  - Two pair class b uniform pants.
  - Three job shirts, three polo shirts, three t shirts.
  - Three class c pants.
  - Two pair of shorts for participating member.
  - One class b coat.
  - One class c coat.
  - One dress belt.
  - One work belt.
  - One pair of dress uniform shoes.
  - One pair of work boots.
  - Badge, name tag and collar brass.
2. Selection of work boot:
- Probationary personnel will be issued a standard issue work boot, upon needing replacement personnel may request replacement with standard issue boot or may elect to purchase a different boot.

If selecting another boot a maximum of \$200.00 will be provided by District. Boot will be ordered by district and balance owed will be paid by employee, either directly or through payroll deduction.

Specifications for boot: Black in color, lace up (may have side zipper or lace in zipper) black smooth leather lower, upper may be leather or synthetic and lower must be able to be polished, sole to be rough, ribbed or lug.

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.

Retirement:

The District will provide a defined benefit program through LAGERS; a L-3, rule of 80, 50% district funded buy out of prior service, 5 year FAS with 4% employee contribution. With the adoption of the LAGERS benefit the District will suspend any contribution in the previous retirement program but will retain the plan, employees may continue contribution in that plan.

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.
3. Health insurance will start 60 days after hire.
4. Life Insurance: District provides \$20,000.00 life insurance policy.
5. Firefighters Association of Missouri: membership paid by District, includes \$10,000. Accidental death benefit.
6. Death, Injury/Illness and Impairment Benefits through Provident Insurance paid by District.
7. Supplemental Benefit Insurance: Aflak and/or Liberty National through payroll deduction, paid by employee.

Incentives:

- a. Increase for additional training: No training incentive for first six months, start incentives following positive review at 6 months.
- b. To go from first responder to EMT: .05 per hour.
- c. Inspector: .05 per hour.
- d. Fire Officer I (shift leader or higher only): .05 per hour.

#### Sick days:

Three shift days per year (72 hours) may accumulate to total of 12 sick days (288 hours). Employee can convert any sick time over 288 hours to a long term injury/disability plan with a maximum of 288 hours that would remain as long as employed. This fund would have no monetary value upon retirement or separation. It can only be used in the event of injury or illness preventing them from working under physician's orders and then only after all regular sick time, vacation and compensatory time is expended and cannot be used to supplant workman's compensation benefits.

#### Vacation:

One week is equal to three working shift days (72 hours); vacations must be taken in year earned.

- a. One week after one full year (72 hours).
- b. Two weeks after two full years (144 hours).
- c. Three weeks after seven full years (216 hours).
- d. Four weeks after twelve years (288 hours).

#### Holidays:

All shift personnel will receive the following holidays if scheduled on said holiday:

- a. The first day of January, New Years Day
- b. The third Monday of January, Martin Luther King Day
- c. The third Monday of February, Presidents Day
- d. May 8, Harry Truman's Birthday
- e. The last Monday of May, Memorial Day
- f. July 4, Independence Day
- g. The first Monday of September, Labor Day
- h. The second Monday in October, Columbus Day
- i. November 11, Veterans Day
- j. The fourth Thursday of November, Thanksgiving
- k. December 25, 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.

#### 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.

**Funeral leave:**

Full time 24 hour shift employees shall be allowed time off with pay to attend the funeral of employee's immediate family member.

An immediate family member is defined as: Spouse or live in companion, child, parent, sibling, grandparent or grandchild or such relative of employee's spouse or live in companion.

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 compensatory 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 compensatory 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, see MOU Article 15, Salary for call back deployment.. 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:
    1. Regular Scheduled Department Training, Comp. time is provided.
    2. Any approved Type A, B or C training within the District boundaries.
    3. Special events; fund raisers, fairs, demonstrations, competitions, public education, fire safety presentation, funeral/memorials or events when notice of event is posed within 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, probationary members may not trade during the first 6 months of probation.
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 30 day 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 re-employment 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. For a shift with 3 personnel normally assigned the minimum staffing is 2.  
Minimum staffing is defined as the total number of personnel assigned to that shift on a particular day. It does not mandate that all must be together at any given time, only the number scheduled for a shift.
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 call back procedure.
3. In the event minimum staffing is not maintained, any scheduled vacation days or compensatory day are subject to cancellation.

**Call back procedures:**

1. Call back procedure shall be initiated by the Senior Officer on Duty when it has been determined that there will be insufficient personnel on duty to meet minimum staffing requirements and no career officer or rostered volunteer firefighter/officer is available to fill shift assignment.

No call back will be initiated for a period or less than four hours.

2. Call Back: All paid shift employees will be placed in a box in order of highest seniority to lowest seniority and called in that order, using one phone number provided by employee. The Senior Officer on Duty will call each employee in order from the box. First employee is called. If they answer they are offered the shift. If the employee accepts a shift their card is

moved to the back of the box. If the employee denies you move on to the next card and no movement of card. If an employee doesn't answer, move onto the next card. One attempt to call each employee will be made, no message will be left with a family member, answering machine or voice mail, in the event the phone is busy, five minutes is allocated to attempt to make connection before moving to the next employee.

3. Mandatory Call Back: If no employee accepts the call back, a second box being in order of least seniority to greatest will be used. The Senior Officer on Duty will call the first employee on the list and have them report for mandatory call back. The only times an employee can be skipped on mandatory call back is if they are on vacation already, currently on shift, or they would work more than 72 hours at Gravois Fire. Once an employee is called for a mandatory call back that employee's card would be placed at the back of the box.

4. Compensation for Call Back, Mandatory Call Back or employee staying on duty until replacement arrives will be in accordance with established payroll procedures.

Due to last minute reasons for call back each employee responding in to station for call back is allowed a 2 hour window to get into work. The crew going off duty will have one employee stay on duty until replacement arrives. Crews should set up a rotation for this instance. New employee to shifts will be added to box as they join the department.

5. In the event that additional staffing is required due to a declared emergency in the District, extended absence of an employee due to illness, injury or disability or due to separation of service from the District, either voluntary or involuntary, and for any periods that occur beyond 24 hours prior to needed coverage, the District may utilize contract labor from rostered volunteer personnel to provide coverage.

6. If within the 24 hour period prior to needed coverage, none of the 24 hours shift employees are available to answer a call back or mandatory call back, the District may utilize contract labor from rostered volunteer personnel to provide coverage.

### **Contract Labor:**

1. Volunteer Personnel may be utilized to backfill paid firefighting staff positions or fill additional staffing needed in times or emergency or for special events.

2. Minimum training requirements apply for backfilling shift positions.

Volunteer staff must have a Firefighter I & II certification from the Division of Fire Safety and hold at minimum EMS First Responder, be a member in good standing in the District's EMS Team and have successfully completed driver evaluations on all primary apparatus at the Firehouse where the shift they are assigned to is quartered.

3. For additional staffing in times of emergency or for special events, the minimum requirements will be determined by the Fire Chief.
4. The request for additional staffing or for backfill, when authorized by the Fire Chief, will be transmitted via our radio system and notices will be faxed to all stations.
5. Requests to fill additional staffing positions or for backfill shall be submitted on an approved form and delivered to the Fire Chief or Senior Officer in charge. If said request is approved, a completed copy of the request, signed by the approving officer shall be delivered to the Administrative Assistant and a copy forwarded to the requesting personnel. If disapproved the personnel submitting the request shall be notified.
6. Rate of compensation for backfilling staff positions shall be paid at the current entry level rate along with any incentives for additional training that may apply.
7. Rate of compensation for additional staffing positions shall be paid at a rate determined by the Fire Chief, based on the minimum training requirements and assigned duties.
8. If a paid firefighter has an approved, volunteer work for them, the paid firefighter will lose the time worked (time without pay), the District will pay the fill-in personnel the appropriate labor rate in accordance with approved procedures.