

## **CITY OF JOPLIN COUNCIL AGENDA ITEM**

### **ITEM**

Council Bill No. 2022-002 approving a Labor Agreement by and between the City of Joplin and the Joplin Professional Firefighters IAFF Local 59.

### **MEETING DATE**

May 16, 2022

### **REVIEWED BY:**

Peter Edwards, City Attorney; Leslie Haase, Finance Director; Nick Edwards, City Manager.

### **SUMMARY:**

This Council Bill approves a Labor Agreement between the City of Joplin and the Joplin Professional Firefighters IAFF Local 59.

### **BACKGROUND:**

The Joplin Professional Firefighters IAFF Local 59 (hereinafter IAFF) has represented Fire Fighters, Drivers, Fire Captains, Battalion Chief, Fire Training Chief and Fire Marshal of the City of Joplin, Missouri (hereinafter "City") regarding terms and conditions of employment, historically through a process known as "meet and confer". In April of 2022, the IAFF and City began discussions on topics related to compensation and working conditions, and this was based in large part on the new pay plan that was presented to them by city administration.

Since that time, the IAFF and City have been meeting and negotiating the terms of a labor agreement. On or about May 9, 2022, the parties came to an agreement. The compensation piece of the Labor Agreement, specifically the new pay plan and slotting of employees is contingent on this Council placing a property tax on the August 2, 2022 ballot and voters of the City of Joplin passing the tax, and in the event that the tax does not pass, the agreement may be reopened for further negotiations on all issues. The Labor Agreement was taken to the IAFF membership and they voted in favor of adopting the Agreement. The City desires to approve the attached Labor Agreement, which shall expire on December 30, 2027 in order to allow for changes to wages as contemplated therein to take effect on November 1, 2022, as well as to allow for immediate operation under the new provisions contemplated therein.

**RECOMMENDATION:**

Staff recommends this Council Bill be passed on an emergency basis.

**ATTACHMENTS:**

Council Bill No. 2021-002 w/Agreement

PCE:ab

**CITY OF JOPLIN, MISSOURI**

**and**

**JOPLIN PROFESSIONAL  
FIREFIGHTERS IAFF LOCAL 59  
LABOR AGREEMENT**

**ARTICLE I. Preamble**

**Section 1.01 Parties**

This Agreement has been developed by the Joplin Professional Firefighters IAFF Local 59, herein called the "Local," and the City of Joplin, Missouri, herein called the "City."

**ARTICLE II. Wages**

**Section 2.01 Wages**

The City has presented a new pay plan, attached hereto as Exhibit 1. The pay plan is conditioned on the City Council approving an ordinance, and subsequently, the voters of the City of Joplin passing a general property tax at the rate of \$1.00 per \$100.00 of assessed value, at the August 2, 2022 primary election.

If the tax is approved by the voters, the new pay plan will have an effective date of November 1, 2022.

The move to the new pay plan will be the employee's raise for the 2022-2023 fiscal year. In subsequent fiscal years, the employees will begin to move through the step plan.

Under the new pay plan, affected employees shall be placed on the step corresponding to their years of service in their current position subject to a guaranteed wage increase as follows:

- a. Firefighters/EMT, Deputy Fire Chief and Fire Chief no less than 10%
- b. Fire Driver/Engineer, Fire Captain, Battalion Chief, Fire Training Chief and Fire Marshal no less than 20%

In the event the step placement does not grant this wage increase, the employee shall be placed on the next closest step that grants this guaranteed wage increase. For any Tier 1 employees that were rehired after retirement and are still employed on the effective date of November 1, 2022, their years of service will include their years serving as a Tier 1 employee. The placement of each employee within the new pay plan is attached hereto as Exhibit 2.

**Section 2.02 COLA**

In the event that the City grants COLA or Inflationary raises to all city employees in any fiscal year, the employees under this Agreement shall also receive the same COLA or inflationary raise.

**Section 2.03 Longevity Pay**

Beginning with an employee's five (5) year anniversary with the department, they shall receive additional pay equal to 1% of their total pay each pay period. The percentage will go up by 1% every five (5) year period.

**ARTICLE III. Health and Welfare**

**Section 3.01 Insurance Plan Coverage Options**

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 thirty (30) days' advance notice to the Local, and at least sixty (60) days' notice if practicable, of any contemplated change.

**Section 3.02 Retiree Healthcare**

The City shall continue to make health insurance available to retirees, at the retirees' expense. The premium charged to retirees shall be no greater than the full amount of the premium (total amount of employer and employee contributions) charged for active employees at the same coverage levels plus the 2% administrative fee.

**ARTICLE IV. Retirement Benefits**

**Section 4.01 Retirement Program**

All employees enrolled in the City's Police and Fire Pension Plan as of January 1, 2022 will continue to participate in the Police and Fire Pension Plan. All other employees will be enrolled in Missouri Lagers L-11 program at no cost to the employee.

**Section 4.02 Supplemental Retirement Program**

Officers may elect to participate in the tax sheltered, supplemental 457 retirement plan administered by the International City Management Association (ICMA) Retirement Corporation, Nationwide Retirement Plan, or other retirement plans approved by the City. Employee contributions will be made through payroll deductions up to the IRS approved maximum annual contribution limits.

**ARTICLE V. Holidays, Vacation and Sick Leave**

**Section 5.01**

Employees shall receive all holidays and floating holidays in accordance with City policy. Employees shall accrue and be entitled to use vacation and sick leave in accordance with Current

City policy. In the event that the City grants additional holidays and or vacation increases to other city employees in any fiscal year, the employees under this agreement shall also receive comparable holidays and or vacation increases.

## **ARTICLE VI. Rehire**

### **Section 6.01 Rehire**

Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority within the department reinstated and shall accrue new seniority from the date of re-hire. There is no guarantee of re-employment with the City and all employees shall be required to go through the hiring and background process, and if hired, complete a probationary period.

### **Section 6.02 Tier 1 Rehire**

If the voters of the City of Joplin pass the general property tax at the August 2, 2022 election, effective November 1, 2022, Tier 1 employees will be allowed to immediately rehire without any gap in service, subject to Department Director and City Manager approval, with the same rank, rate of pay, longevity, seniority, the same accrual level for vacation time and shall retain their sick leave accumulated balance at the point of their retirement. Tier 1 employees that have not previously rehired and have separated from the City, will be eligible for rehire, subject to Department Director and City Manager approval, at the entry level rank up to Step 5 of the pay plan.

## **ARTICLE VII. Complete Agreement**

### **Section 7.01 Complete Agreement**

The parties acknowledge that this is a complete understanding of the parties with respect to the subject matter contained in this Agreement. Therefore, the City and the Local, for the life of this Agreement, each voluntarily and unqualifiedly waive 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 waive the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even 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. Nothing contained herein shall prevent the Local from continuing to work with the Fire Chief and his staff on non-financial issues, fire department procedures and policies. The parties acknowledge and agree that they have each negotiated this Agreement in good faith.

### **Section 7.02 Savings**

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into

immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

## ARTICLE VIII. Term of Agreement

### Section 8.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through December 30, 2027, without any reopeners. The parties may re-open the Agreement by a signed mutual agreement, but are not obligated to do so. At least sixty (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. This Agreement may be extended by the parties beyond its termination date for periods of no longer than sixty (60) days, provided negotiations are continuing. The parties agree to submit any disputes to mediation if an impasse is reached. In the event that the August, 2022 tax is not passed by the citizens, the parties may re-open this agreement for negotiations on all issues.

The City of Joplin, Missouri

Joplin Professional Firefighters  
IAFF Local 59

\_\_\_\_\_  
Nicholas Edwards,  
City Manager

\_\_\_\_\_  
Jeremie Humphrey,  
President

\_\_\_\_\_  
Adam Grimes,  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF JOPLIN															
EXHIBIT "1"-SALARY ADMINISTRATION PLAN															
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS															
EFFECTIVE NOVEMBER 1, 2022															
* - unclassified position according to city charter (E) - exempt according to FLSA															
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Position (* - unclassified according to city charter)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)	(hrly/annual)
162 Firefighter Trainee	\$11,7370 \$34,178	\$12,0891 \$35,203													
172 Firefighter/EMT	\$15,1710 \$44,178	\$15,6261 \$45,503	\$16,0949 \$46,868	\$16,5778 \$48,274	\$17,0751 \$49,723	\$17,5874 \$51,214	\$18,1150 \$52,751	\$18,6584 \$54,333	\$19,2182 \$55,963	\$19,7947 \$57,642	\$20,3886 \$59,372	\$21,0002 \$61,153	\$21,6302 \$62,987	\$22,2791 \$64,877	\$22,9791 \$67,642
192 Fire Driver/Engineer	\$17,4467 \$50,805	\$17,9701 \$52,329	\$18,5092 \$53,899	\$19,0644 \$55,516	\$19,6364 \$57,181	\$20,2255 \$58,897	\$20,8322 \$60,663	\$21,4572 \$62,483	\$22,1009 \$64,358	\$22,7639 \$66,289	\$23,4469 \$68,277	\$24,1503 \$70,326	\$24,8748 \$72,435	\$25,6210 \$74,608	\$26,4081 \$76,912
312 Fire Captain	\$20,0637 \$58,425	\$20,6656 \$60,178	\$21,2855 \$61,984	\$21,9241 \$63,843	\$22,5818 \$65,758	\$23,2599 \$67,731	\$23,9571 \$69,763	\$24,6758 \$71,856	\$25,4161 \$74,012	\$26,1785 \$76,232	\$26,9639 \$78,519	\$27,7728 \$80,874	\$28,6060 \$83,301	\$29,4642 \$85,800	\$30,3481 \$88,374
342 Battalion Chief Fire Marshal Fire Training Chief	\$32,302 \$67,189	\$33,272 \$69,205	\$34,270 \$71,281	\$35,298 \$73,419	\$36,357 \$75,622	\$37,448 \$77,891	\$38,571 \$80,227	\$39,728 \$82,634	\$40,920 \$85,113	\$42,148 \$87,667	\$43,412 \$90,297	\$44,714 \$93,006	\$46,056 \$95,796	\$47,438 \$98,670	\$48,861 \$101,630
362 Deputy Fire Chief (E)	\$23,0732 \$67,189	\$23,7654 \$69,205	\$24,4784 \$71,281	\$25,2127 \$73,419	\$25,9691 \$75,622	\$26,7482 \$77,891	\$27,5506 \$80,227	\$28,3771 \$82,634	\$29,2285 \$85,113	\$30,1053 \$87,667	\$31,0085 \$90,297	\$31,9387 \$93,006	\$32,8969 \$95,796	\$33,8838 \$98,670	\$34,9003 \$101,630
402 * Fire Chief (E)	\$37,148 \$77,268	\$38,262 \$79,586	\$39,410 \$81,973	\$40,592 \$84,432	\$41,810 \$86,965	\$43,065 \$89,574	\$44,357 \$92,262	\$45,687 \$95,029	\$47,058 \$97,880	\$48,470 \$100,817	\$49,924 \$103,841	\$51,421 \$106,956	\$52,964 \$110,165	\$54,553 \$113,470	\$56,190 \$116,874
	\$42,720 \$88,858	\$44,002 \$91,523	\$45,322 \$94,269	\$46,681 \$97,097	\$48,082 \$100,010	\$49,524 \$103,010	\$51,010 \$106,101	\$52,540 \$109,284	\$54,117 \$112,562	\$55,740 \$115,939	\$57,412 \$119,417	\$59,135 \$123,000	\$60,909 \$126,690	\$62,736 \$130,491	\$64,618 \$134,405



Employee No	Position	Proposal 2 Year One Cost: Yrs in Current Position			
		Grade	Step	Hrly Rate	Annual Salary
110	BATTALION CHIEF	42F	5	25.9691	\$ 75,622
130	BATTALION CHIEF	42F	9	29.2285	\$ 85,113
120	BATTALION CHIEF	42F	6	26.7482	\$ 77,891
140	DEPUTY FIRE CHIEF	362	7	44.3570	\$ 92,262
200	FIRE CAPTAIN	12F	13	28.6060	\$ 83,301
310	FIRE CAPTAIN	12F	10	26.1785	\$ 76,232
290	FIRE CAPTAIN	12F	6	23.2593	\$ 67,731
270	FIRE CAPTAIN	12F	2	20.6656	\$ 60,178
250	FIRE CAPTAIN	12F	5	22.5818	\$ 65,758
280	FIRE CAPTAIN	12F	10	26.1785	\$ 76,232
150	FIRE CAPTAIN	12F	10	26.1785	\$ 76,232
320	FIRE CAPTAIN	12F	7	23.9571	\$ 69,763
190	FIRE CAPTAIN	12F	10	26.1785	\$ 76,232
170	FIRE CAPTAIN	12F	5	22.5818	\$ 65,758
260	FIRE CAPTAIN	12F	3	21.2855	\$ 61,984
210	FIRE CAPTAIN	12F	7	23.9571	\$ 69,763
300	FIRE CAPTAIN	12F	4	21.9241	\$ 63,843
220	FIRE CAPTAIN	12F	7	23.9571	\$ 69,763
180	FIRE CAPTAIN	12F	3	21.2855	\$ 61,984
240	FIRE CAPTAIN	12F	3	21.2855	\$ 61,984
230	FIRE CAPTAIN	12F	2	20.6656	\$ 60,178
160	FIRE CAPTAIN	12F	3	21.2855	\$ 61,984
330	FIRE CHIEF	402	6	49.5240	\$ 103,010
480	FIRE DRIVER/ENGINEER	92F	5	19.6364	\$ 57,181
630	FIRE DRIVER/ENGINEER	92F	7	20.8322	\$ 60,663
430	FIRE DRIVER/ENGINEER	92F	3	18.5092	\$ 53,899
450	FIRE DRIVER/ENGINEER	92F	3	18.5092	\$ 53,899
550	FIRE DRIVER/ENGINEER	92F	3	18.5092	\$ 53,899
600	FIRE DRIVER/ENGINEER	92F	11	23.4469	\$ 68,277
370	FIRE DRIVER/ENGINEER	92F	7	20.8322	\$ 60,663
380	FIRE DRIVER/ENGINEER	92F	7	20.8322	\$ 60,663
440	FIRE DRIVER/ENGINEER	92F	2	17.9701	\$ 52,329
410	FIRE DRIVER/ENGINEER	92F	14	25.6210	\$ 74,608
510	FIRE DRIVER/ENGINEER	92F	9	22.1009	\$ 64,358
390	FIRE DRIVER/ENGINEER	92F	10	22.7639	\$ 66,289
500	FIRE DRIVER/ENGINEER	92F	2	17.9701	\$ 52,329
620	FIRE DRIVER/ENGINEER	92F	14	25.6210	\$ 74,608
420	FIRE DRIVER/ENGINEER	92F	7	20.8322	\$ 60,663
360	FIRE DRIVER/ENGINEER	92F	2	17.9701	\$ 52,329
580	FIRE DRIVER/ENGINEER	92F	1	17.4467	\$ 50,805
470	FIRE DRIVER/ENGINEER	92F	7	20.8322	\$ 60,663
590	FIRE DRIVER/ENGINEER	92F	3	18.5092	\$ 53,899
490	FIRE DRIVER/ENGINEER	92F	10	22.7639	\$ 66,289
610	FIRE DRIVER/ENGINEER	92F	8	21.4572	\$ 62,483
570	FIRE DRIVER/ENGINEER	92F	6	20.2255	\$ 58,897

EXHIBIT

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460	FIRE DRIVER/ENGINEER	92F	6	20.2255	\$	58,897
530	FIRE DRIVER/ENGINEER	92F	9	22.1009	\$	64,358
520	FIRE DRIVER/ENGINEER	92F	2	17.9701	\$	52,329
340	FIRE DRIVER/ENGINEER	92F	2	17.9701	\$	52,329
400	FIRE DRIVER/ENGINEER	92F	10	22.7639	\$	66,289
560	FIRE DRIVER/ENGINEER	92F	6	20.2255	\$	58,897
350	FIRE DRIVER/ENGINEER	92F	1	17.4467	\$	50,805
540	FIRE DRIVER/ENGINEER	92F	11	23.4469	\$	68,277
640	FIRE MARSHAL	342	12	44.7140	\$	93,006
660	FIRE TRAINING CHIEF	342	7	38.5710	\$	80,227
650	FIRE TRAINING CHIEF	342	5	36.3570	\$	75,622
950	FIREFIGHTER/EMT	72F	2	15.6261	\$	45,503
920	FIREFIGHTER/EMT	72F	4	16.5788	\$	48,274
850	FIREFIGHTER/EMT	72F	2	15.6261	\$	45,503
860	FIREFIGHTER/EMT	72F	2	15.6261	\$	45,503
1010	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
1000	FIREFIGHTER/EMT	72F	10	19.7947	\$	57,642
840	FIREFIGHTER/EMT	72F	3	16.0949	\$	46,868
710	FIREFIGHTER/EMT	72F	3	16.0949	\$	46,868
810	FIREFIGHTER/EMT	72F	3	16.0949	\$	46,868
770	FIREFIGHTER/EMT	72F	10	19.7947	\$	57,642
820	FIREFIGHTER/EMT	72F	2	15.6261	\$	45,503
880	FIREFIGHTER/EMT	72F	14	22.2791	\$	64,877
700	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
760	FIREFIGHTER/EMT	72F	11	21.0002	\$	61,153
910	FIREFIGHTER/EMT	72F	14	22.2791	\$	64,877
790	FIREFIGHTER/EMT	72F	8	18.6584	\$	54,333
970	FIREFIGHTER/EMT	72F	7	18.1150	\$	52,751
680	FIREFIGHTER/EMT	72F	2	15.6261	\$	45,503
800	FIREFIGHTER/EMT	72F	5	17.0751	\$	49,723
670	FIREFIGHTER/EMT	72F	6	17.5874	\$	51,214
730	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
960	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
930	FIREFIGHTER/EMT	72F	14	22.2791	\$	64,877
750	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
690	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
900	FIREFIGHTER/EMT	72F	3	16.0949	\$	46,868
990	FIREFIGHTER/EMT	72F	2	15.6261	\$	45,503
870	FIREFIGHTER/EMT	72F	2	15.6261	\$	45,503
780	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
890	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
720	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
940	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
740	FIREFIGHTER/EMT	72F	4	16.5778	\$	48,274
980	FIREFIGHTER/EMT	72F	1	15.1710	\$	44,178
830	FIREFIGHTER/EMT	72F	5	17.0751	\$	49,723

AN ORDINANCE approving the 2022 Labor Agreement by and between the City of Joplin, Missouri, and the Joplin Professional Firefighters IAFF Local 59, and authorizing the City Manager to execute the same by and on behalf of the City; and, containing an emergency clause.

WHEREAS, the Joplin Professional Firefighters IAFF Local 59 (hereinafter IAFF) has represented Fire Fighters, Drivers, Fire Captains, Battalion Chief, Fire Training Chief and Fire Marshal of the City of Joplin, Missouri (hereinafter "City") regarding terms and conditions of employment, historically through a process known as "meet and confer"; and,

WHEREAS, in April of 2022, the IAFF and City began discussions on topics related to compensation and working conditions, and this was based in large part on the new pay plan that was presented to them by city administration; and,

WHEREAS, since that time, the IAFF and City have been meeting and negotiating the terms of a labor agreement; and,

WHEREAS, on or about May 9, 2022, the parties came to an agreement; and,

WHEREAS, the compensation piece of the Labor Agreement, specifically the new pay plan and slotting of employees is contingent on this Council placing a property tax on the August 2, 2022 ballot and voters of the City of Joplin passing the tax, and in the event that the tax does not pass, the agreement may be reopened for further negotiations on all issues; and,

WHEREAS, the Labor Agreement was taken to the IAFF membership and they voted in favor of adopting the Agreement; and,

WHEREAS, City desires to approve the attached Labor Agreement, which shall expire on December 30, 2027 in order to allow for changes to wages as contemplated therein to take effect on November 1, 2022, as well as to allow for immediate operation under the new provisions contemplated therein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the 2022 Labor Agreement by and between the City of Joplin, Missouri and the Joplin Profession Firefighters IAFF #59, a true and accurate copy being attached hereto and incorporated herein as though fully set forth as Exhibit A, be and hereby is approved.

Section 2. That the City Manager is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement by and on behalf of the City.

Section 3. That the City Manager is hereby authorized and directed to take such action and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

Section 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 5. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, is an emergency within the meaning of Section 2.12(1) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED by the City Council of the City of Joplin, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_\_\_.

\_\_\_\_\_  
Douglas W. Lawson, Mayor

ATTEST:

\_\_\_\_\_  
Holly Nagy, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter C. Edwards, City Attorney