



SECOND ADDENDUM TO 2022-2024 AGREEMENT

WHEREAS, the City of Branson, a political subdivision of the State of Missouri ("City"), and Southern Missouri Professional Firefighters Local No. 152, affiliated with the International Association of Fire Fighters, AFL-CIO CLC ("Union"), on behalf of the City's bargaining unit employees working for the City in the City's Fire Department ("Employees"), entered into a 2022-2024 Agreement effective August 23, 2022, and scheduled to remain in effect until midnight on December 31, 2024 ("Agreement");

WHEREAS, the City and the Union adopted a First Addendum to the 2022-2024 Agreement ("First Addendum") on December 15, 2022; and

WHEREAS, the City and the Union have further agreed to adopt this Second Addendum to 2022-2024 Agreement ("Second Addendum"), to thereby change certain provisions of the Agreement going forward;

NOW THEREFORE, the City and the Union further agree as follows:

1. Appendix A as amended in the First Addendum (at pages 1-5 of the First Addendum and originally in pages 44-45 of the Agreement) is changed to read as follows in Section 2:¹

Section 2. Additional "Add on Pay"-- Effective January 1, 2024, if assigned by management at its discretion, and only during the times so assigned by management at its discretion, additional monetary "add ons" in the separate amount[s] of ~~[13.41 cents per straight time hour, and 19.58 cents per overtime hour]~~ **Four Hundred Dollars (\$400), as a one-time annual payment on January 1, 2024, and** are possible for Employees for:

- Special Team Service (Honor Guard, Water Rescue, SWAT) (maximum of 1); and
- The following Staff/Assistant Staff Functions (maximum of 1):

C.E.R.T.
Weather Stations

"New" non-heading language to be added as a result of the 2023 Request to Reopen discussions between the parties is bold and underlined. Language to be deleted as a result of the 2023 Request to Reopen discussions between the parties is set off in brackets, and lined through ("[]").

Honor Guard Commander
Apparatus Maintenance
Radio Communications
Special Operations
Emergency Medical Services
Operational Fire-Rescue Equipment
Personal Protective Equipment
Health and Wellness
Hazardous Materials
Small Engines
Self-Contained Breathing Apparatus
Fire Hose

Building Maintenance

In order to [earn] **be paid** "add on" pay, the duty must be performed to management's standards. ~~– [Additionally, if an Employee who receives "add on" pay is removed (either by him/herself or management) from the additional duty involved, the "add on" pay for that duty will end at the end of the pay period during which the removal occurs.]~~ **There will be a separate evaluation for each assignment for each assigned personnel that will occur prior to each annual payment, except there will not be a required separate evaluation for the January 1, 2024 one time annual payment. On subsequent annual dates occurring during any extended term of this Agreement, the separate evaluation will occur prior to the effective dates for the annual pay as noted in Section 2 of Appendix A.**

Only management has the right to assign and thereafter direct such additional duties, and to set the performance and delivery standards for the performance of such duties, to include the selection of personnel to perform such duties, and the delivery dates and times and preparation time to be allotted for the performance of said duties. Employees will also be ineligible to perform said duties and receive "add on" pay while they are on any kind of probation (except promotional probation), until they are reinstated or initiated into such duties after their probationary period has ended.

As with any other pay, additional "add on" pay will be subject to Federal and State Income Tax, FICA, and LAGERS, but will not be considered when calculating Out-Of-Classification pay, or when making any COLA or other across-the-board percentage pay increase calculations.

2. Appendix A as amended in the First Addendum (at pages 1-5 of the First Addendum and originally in pages 44-45 of the Agreement) is changed to read as follows in an added Section 4:

Section 4. Wage Adjustments Effective Dates. The wage rates of "Appendix B" will be effective January 1, 2024, after any COLA pay increase or

other across-the-board percentage pay increase calculations. On subsequent annual dates occurring during any extended term of this Agreement, the Wage Adjustments will occur on the effective dates for performance evaluations as noted in Section 2.

IN WITNESS WHEREOF, the City and the Union have set their hands and seals on the dates noted under their respective signatures below, and have thereby made this Second Addendum to the Agreement effective on the date this Second Addendum to the Agreement is approved by the Board of Aldermen for the City.

CITY OF BRANSON, MISSOURI

**SOUTHERN MISSOURI PROFESSIONAL
FIREFIGHTERS LOCAL NO. 152,
AFFILIATED WITH THE
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO CLC**

Mayor

Date: _____

DocuSigned by:



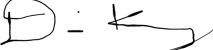
President

Date: 11/7/2023

City Clerk

Date: _____

DocuSigned by:



Executive Vice President

Date: 11/7/2023

Approved as to form:

DocuSigned by:



City Attorney

Date: 11/3/2023