

*Office Use Only*

**MASTER CONTRACT NUMBER:**

**C2022-0169**

**2022-2024 AGREEMENT**

**between**

**CITY OF BRANSON, MISSOURI**

**and**

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

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## **AGREEMENT**

The terms and conditions contained in this document ("Agreement") are entered into effective on the 23rd day of August, 2022, by and between 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").

### **ARTICLE I**

#### **Purpose**

**Section 1. Purpose and Principles Stated** -- It is the purpose of this Agreement to promote mutual cooperation and understanding between the Union, the City, and the City employees covered by this Agreement ("Employees"), and to provide for the operation of the City's Fire Department ("Department") in such a manner as to further to the fullest extent possible operational efficiency, and the economic well-being of the City and its citizens. In that regard, the parties recognize the following principles:

- (a) Employees shall perform the work of their assigned job classification during his or her working day.
- (b) There shall be no restrictions on the use of machinery, tools, appliances, or new and innovative technologies, etc. by the City.
- (c) The City is at liberty to set the qualification standard applicable to all Employees covered by this Agreement, as stated in this Agreement.
- (d) No jobs shall be created just to afford employment to anyone.

Further Acknowledgments:

The City, all Employees, and the Union will continually work to meet the highest industry standards of quality, reliability, and efficiency in the Department's operations, striving to never allow the services provided to fall short of what is needed, and to constantly and forever improve the Department's service system, so as to improve quality and productivity, and, thus, constantly decrease costs.

It is acknowledged to be to everyone's advantage for the City to operate through progressive and innovative organizational structures, based on the foundations of teamwork, trust, education, and skills.

The City, all Employees, and the Union will strive to provide a working environment that allows and encourages the ongoing development of the City's most important resource, its people, realizing that they all spend a large part of their lives at work, and that it is important for a person to draw a sense of meaning, pride, and happiness from their time on the job. In furtherance of this goal, it is recognized that a team approach to problem solving will continue to be used by the parties, including the use of focus groups, periodic Employee opinion surveys, and other forms of open communication between the City and the Employees.

Resolved:

To join together in providing the joint leadership, cooperation, and dedication needed to create the type of environment in which these goals can be achieved.

**Section 2. Commitment to Productivity and Efficiency**-- It is recognized that the interests of the City and the interests of the Employees are fundamentally the same, since the City must prosper if the Employees are to prosper. This requires the City, the Union, and the Employees to work together to assure that the quality and cost of its services will prove increasingly more attractive

to the City's citizens. Accordingly, the City and the Employees shall, in good faith, seek to live up to the City's rules and regulations, and will use their best efforts to protect the property and interests of all citizens.

It is the further intent of the parties that the City be able to secure and sustain maximum productivity per Employee. In return for the City's paying the rates of pay, and furnishing the other benefits provided herein, and consistent with the principle of a full day's work for a full day's pay, the Union and the Employees commit to the objective of achieving and maintaining the highest level of overall Employee performance and efficiency at all times.

## **ARTICLE II**

### **Recognition of Union**

The City's Board of Aldermen recognizes the Union, pursuant to Section 105.525, Revised Statutes of Missouri (2000), as amended, as the exclusive representative for the Employees of the City assigned to and working in the following positions in the Department, as described and certified in the Certification of Representation issued by the Missouri State Board of Mediation in Public Case No. R 2015-009:

Unit: All Firefighters, Engineers, and Captains of the Branson Fire Rescue; excluding Chief, Division Chiefs, Battalion Chief, Fire Prevention Officer (Fire Marshall), Office Assistants and any and all volunteers.

The Union reserves the right to petition for other positions or future positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City. If voluntary recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.

## ARTICLE III

### Management Rights

**Section 1. In General** -- The Union and the City agree that the goal of any fire protection service or emergency operation requires clear management authority and freedom to make rapid decisions and to operate in an efficient manner. It is further understood and agreed that all decisions or matters not expressly provided for in this Agreement are reserved exclusively to the City. Consequently, the City retains all statutory rights, and the full and unrestricted other rights, including all of the following, provided they do not conflict with or violate any of the other specific terms of this Agreement:

- (a) The right to determine operating policies, organize and assign work, and manage the Department in light of experience, business judgment, and changing conditions; the direction of the Employee work force, including the right to hire, schedule, train, evaluate, transfer, promote, layoff, and suspend, discharge or otherwise discipline Employees for valid cause, and maintain the efficiency of its Employees; the right to establish pay periods; the right to determine the quantity and quality levels of work, and the manner in which the work shall be performed; to control overtime, and the necessity of an Employee working overtime; the right to determine to what extent the work shall be performed with Department or other City equipment, or by the Employees or other persons employed or otherwise engaged by the City; the right to terminate or merge the Department, or any part thereof; the right to change the name of the Department; and the right to develop, implement, revise, and enforce work, conduct, personal hygiene, health and safety, or other rules.

- (b) To establish programs, to set and amend budgets and determine financial policies and accounting procedures, and to determine the utilization of technology, including the introduction of new or improved methods or facilities, or the adding, changing, or discontinuing of existing methods, equipment, or facilities, to include construction, maintenance, and replacement time lines and schedules.

Without diminishing any of the foregoing management rights which the City has retained, the City acknowledges its possible legal obligation, upon the Union's written request, to meet and bargain with the Union over the effects of certain business decisions that require "effects bargaining" by the City under the legal standards that apply.

**Section 2. In Case of Civil Emergency** -- If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, tornadoes, snow/ice emergencies, or other similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that the accrual of seniority, fringe benefits (*e.g.*, vacation, sick leave, *etc.*), wage rates, and any other monetary payments to Employees shall not be suspended.

## **ARTICLE IV**

### **Prevailing Rights**

**Section 1. In General** --The City shall furnish and maintain the following:

- (a) Public WiFi (like currently at City Hall, subject to City bandwidth restrictions, and so long as no monthly fee is required), climate control systems (except only heaters in apparatus bays), water heaters, stove and microwave, kitchen table with chairs, coffee maker, pots/pans/plates and utensils, a

refrigerator for each shift, dishwasher, food storage for each shift, \$400 towards the purchase of replacement unrepairable TV's, DVD or Blu-ray player, a minimum of one recliner chair for each regular assigned member on shift, a minimum of one bunk for each regular assigned member on shift with a replacement mattress every ten years, a minimum of one bunker gear locker or equivalent for each regular assigned member, two locker(s) or equivalent area(s) for each regular assigned member for personal storage of items, parking spaces for personal vehicles for on shift personnel, fitness equipment to complete mandated physical fitness training, propane or natural gas grills and the propane or natural gas to fuel them.

- (b) Cleaning supplies, including: toilet paper and cleaner, dishwasher soap or tabs, laundry detergent, paper towels, disinfectant spray, all-purpose cleaner, and floor cleaning solution.
- (c) Functional/operational maintenance of the fire stations and apparatus, beyond routine general maintenance, housekeeping, and groundskeeping (*e.g.*, lawn mowing, *etc.*).

## **Section 2. Working Conditions --**

- (a) Station visitors shall be allowed (except in bunk rooms) from 1700-2100 hours, provided that said visits do not interfere with response to emergencies or interfere with regular assigned duties. Station visiting hours may be extended by the Captain on duty. While at work, Employees may use personal computers and other electronic devices and read. Employees are expected to come to work prepared with all they need (personally or



- otherwise) for their shift. However, on-shift personnel may be allowed to stop and grocery shop while in motion with approval of the Captain on duty.
- (b) Employees shall have access to their personnel file during their employment following City procedures.
  - (c) Time trades or shift trades shall continue to be permitted in accordance with the policy that was in place on the effective date of this Agreement (BFR A-300.4).
  - (d) An Employee may accept outside employment in accordance with Article 1, Section 15 of the Branson HR Manual.
  - (e) The City shall provide, at no cost to Employees, on-duty time, and provide continuing education units so that EMT-Basic and EMT-Paramedic Employees may maintain their licensure. The City shall maintain records of all EMT-Basic and EMT-Paramedic licenses.
  - (f) Employees hired before January 2009 shall not be required to hold an EMT license, but must maintain one once obtained. In order to promote, the Employee must obtain an EMT-B certification. All other Employees in the Operations Division must hold and maintain an EMT-B license or higher level within 18 months of their hire date.
  - (g) The Fire Department shall operate at an EMT-B level in accordance with medical control, but Employees shall be allowed to hold and practice at a higher level with medical control approval.
  - (h) The City shall not impose residency requirements on Employees.

- (i) The following applies to staffing levels within the bargaining unit:

The normal staffing level for each first out apparatus shall be:

One Captain

One Fire Engineer

At least two Firefighters

The minimum staffing for each first out apparatus shall be:

One Captain or acting Captain

One Fire Engineer or acting Engineer

One Firefighter

Minimum staffing per station shall be three (3) staff. In the event the Fire Department must call in an Employee to ensure adequate staffing, the Department shall:

- 1) Attempt to fill the vacancy with an Employee of equal rank;  
and
- 2) Shall then attempt to find an Employee who will voluntarily  
report to work.

If a qualified Employee does not voluntarily come in to work, the Department shall then use the in the barrel policy to fill the staffing requirement.

- (j) Employees shall receive for themselves, their spouse, and other income tax dependents full access passes annually to the City maintained pool.

### **Section 3. Equipment--**

- (a) The City shall furnish all badges, name tags, and collar brass, and shall replace same as needed except in cases of negligence or deliberate destruction. An Employee shall surrender his or her badge upon termination or resignation, with the exception of the Employee receiving at retirement through service or through disability, and the Employee who voluntarily leaves employment with Branson Fire Rescue may purchase his or her badge and helmet with leather shield at new cost if the Employee so desires.
- (b) For Employees in the Operations Division, the City shall continue to provide two full sets of turnout gear, including coat, pants, suspenders, structure gloves, Nomex hood, and helmet liners; except with regard to recruiting classes of new hires greater than six (6), the City may take up to two years to provide a second set of bunker gear. The City shall provide one helmet, one pair of structure boots, one self-contained breathing apparatus (SCBA) mask, eye protection, hearing protection, one pair of extrication gloves, and one personal escape rope system in accordance with NFPA and OSHA standards. The City shall replace any turnout gear as needed, except in cases of negligence or deliberate destruction. Turnout coats, pants, and suspenders shall be replaced, regardless of wear, at a minimum of every 10 years. Once the gear is 10 years old, the gear shall be retired. The City shall provide wildland firefighting pants.

- (c) Employees shall be provided in-service training in the use of all new fire department and emergency medical equipment and procedures before being required to use same.

## **ARTICLE V**

### **Seniority**

**Section 1. City Seniority Defined** -- For purposes of this Agreement, City seniority is determined by an Employee's most recent date of hire with the City in a classification covered by this Agreement. City seniority shall be used for matters involving length of service, and employment benefits accrued thereby.

**Section 2. Probationary Period** -- New Employees shall be considered as probationary Employees until the completion of the first twelve (12) consecutive months of continuous uninterrupted employment. At the request of the Employer, and after notice to and approval by the Union, the probationary period of an Employee may be extended for up to an additional six (6) months in individual cases, where management feels the extension is warranted by the circumstances of the individual Employee's growth and development, and where the further extension of the probationary period might permit the individual Employee involved to ultimately qualify as a regular Employee of the City. During an Employee's probationary period, the Employee has no seniority rights, and may be discharged without recourse to the grievance procedures set forth in this Agreement.

**Section 3. Filling Vacant Positions** -- Any non-probationary Employee, or Employees not on disciplinary suspension or corrective probation, may make application for vacant positions, and all new jobs as provided in the Branson Human Resources Manual. All new jobs, vacancies, and

promotions in the Department shall be awarded based on qualifications and the quality of past Employee performance. Qualifications and quality of past Employee performance being equal, seniority shall prevail. Each applicant shall be notified of their passing score and position on the list, and affected applicants shall be notified of any ties. If the City questions the ability of a senior Employee applicant, a meeting shall be scheduled with the Chief Union Steward to explain why the senior Employee applicant was denied such position.

Fire Engineer - To be eligible to compete for a Fire Engineer vacancy, the applicant must have: at least two (2) years' experience with Branson Fire Rescue as a firefighter; possess a valid driver's license recognized by the State of Missouri; have (if an in-house applicant) a passing score on their most recent performance appraisal; pass the required technical tests; and have the following additional minimum certifications:

- a. Certified Firefighter 1 & 2
- b. Certified Hazmat Operations
- c. Certified Driver Operator
- d. ICS-100: Introduction to ICS
- e. ICS-200: Basic ICS
- f. FEMA IS-700: NIMS, An Introduction
- g. Meets annual EVDT requirements

If no in-house applicants meet the above eligibility requirements, the City may seek and consider applicants from outside the Department to fill the Fire Engineer vacancy involved.

Fire Captain – To be eligible to compete for a Fire Captain vacancy, the applicant must have: at least four (4) years' experience with Branson Fire Rescue, including at least two (2) of those years at the rank of Fire Engineer; possess a valid driver's license recognized by the State of Missouri; have

(if an in-house applicant) a passing score on their most recent performance appraisal; pass the required technical tests; and have the following additional certifications:

- a. Certified Firefighter 1 & 2
- b. Certified Fire Service Instructor 1
- c. Certified Fire Officer 1
- d. Incident Safety Officer
- e. ICS-100: Introduction to ICS
- f. ICS-200: Basic ICS
- g. FEMA IS-700: NIMS, An Introduction

If no in-house applicants meet the above eligibility requirements, the City may seek and consider applicants from outside the Department to fill the Fire Captain vacancy involved.

All promotions covered by this Section are otherwise subject to the same posting, probationary period, and other procedures set forth in Article 5, Section 1, of the City of Branson Human Resources Manual.

**Section 4. Personnel Transfers** -- Employees who are not on probation for any reason may bid on any posted vacancy. If qualified, the bidding Employee with the most time in service with the City (measured from their most recent date of hire) shall be transferred to fill the vacancy.

The bidding and transfer rights of Employees are further limited, as follows:

- 1. Employees who vacate a spot by virtue of a bid transfer may not bid on another vacancy for a period of one (1) year, measured from the date of transfer; and
- 2. Employees of the same rank and on the same shift may transfer Station assignments without having a vacancy being declared and needing to formally bid, but only upon mutual agreement, and only if approved by their direct up-line Supervisor.

**Section 5. Layoffs** -- In the event of a financial emergency where the City of Branson Board of Aldermen determine a layoff of 49 or fewer City employees shall occur, the number of positions to be vacated, and the number of Fire Department Employees to be affected shall be provided to the Union at least thirty (30) calendar days prior to the first affected Fire Department Employee's layoff, during which time the Union may suggest alternatives to the layoff(s) of any Fire Department Employee(s) for the City's consideration. In the event the Board of Aldermen determine a layoff of 50 or more City employees shall occur, the number of positions to be vacated, and the number of Fire Department Employees to be affected shall be provided to the Union at least sixty (60) calendar days prior to the first affected Fire Department Employee's layoff, during which time the Union may suggest alternatives to the layoff(s) of any Fire Department Employee(s) for the City's consideration. Under this section, any Employees temporarily transferred to a classification where the layoff is to occur will first be transferred back to their regular classifications. Next, a requisite number of probationary Employees assigned to a classification where the layoff is to occur shall be laid off. In the event all probationary Employees have been laid off, and further layoffs are necessary, any further reductions shall occur proportionally within each classification, based on qualifications and the quality of past Employee performance. Qualifications being equal, those Employees with the least seniority in each classification where a layoff is to occur will then be laid off first. Employees in layoff status, other than probationary Employees, shall have recall rights for a period of one (1) year from the date of layoff. Recalls from layoff within each classification shall be made in the reverse order of layoff, provided the recalled Employee(s) are then still qualified to perform the work without further training in the classification to which they are recalled.

Employees who are eligible for recall shall be given at least fourteen (14) calendar days' notice to recall. Notice of recall shall be sent to the Employee, with a copy sent to the Union. The

recalled Employee must notify the Human Resource Department within three (3) days after receiving notice of recall of his or her intention to return to work. The City shall be deemed to have fulfilled its notice obligations under this Section by mailing the recall notice by Certified Mail, Return Receipt Requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Department with his or her latest mailing address.

**Section 6. Termination of Seniority** -- An Employee's seniority shall be terminated:

- A. If the Employee quits, resigns, retires, or is discharged for valid cause;
- B. If the Employee fails to return to work upon expiration of a leave of absence, or accepts other employment during a leave of absence;
- C. If the Employee is laid off for a period exceeding one (1) year from the date of last layoff;
- D. If, when on layoff, the Employee does not accept recall to active employment, as provided in this Agreement.
- E. In the event the Employee is determined by the City's designated and qualified medical professional(s) to be physically or mentally unfit to perform the full duties and requirements of the job without accommodation for a period of ninety (90) calendar days or more.

## **ARTICLE VI**

### **Grievance Procedures**

**Section 1. Procedural Steps** -- All grievances covered by this Article are limited to the interpretation or performance of the terms of this Agreement and discipline issues, and do not include differences arising under the group insurance plan and otherwise (covered under Article XVII, Section 3), USERRA or ADA accommodations disputes (covered under Article XXVI, Section 11),



or physical ability to return to active employment disputes (covered in Article XXVI, Section 7, of this Agreement), or matters occurring outside the effective dates of this Agreement, and shall be processed only in accordance with the procedures set forth in Sections 1, 2, and 3 of this Article. The preliminary steps to be taken with all grievances covered by this Article are the following:

STEP 1. The aggrieved Employee, with or without the Chief Union Steward, shall take the matter up orally with the Employee's Supervisor (or the Supervisor's designee) within fifteen (15) calendar days after the occurrence of the event giving rise to the grievance, or when it could have reasonably been discovered, and try to resolve the matter.

STEP 2. If the matter is not satisfactorily resolved at STEP 1, in order to be further considered in the grievance procedure, the aggrieved Employee shall reduce the grievance to writing, and must state: (1) the specific provision(s) allegedly violated; (2) the basic facts giving rise to the grievance; and (3) the relief sought. The grievance in this written form shall then be signed and dated, and presented to the City Human Resources Department, all within five (5) calendar days after the Employee's Supervisor (or the Supervisor's designee) gave their answer in STEP 1. Thereafter, only the specific Agreement violation(s) alleged, and the specific relief sought, shall be ultimately considered by the Arbitrator, with all other potential grievants, or alternative forms of relief, being waived. Within five (5) calendar days thereafter (or within such other time as the parties may mutually agree), a City representative and a Union representative shall meet and try to resolve the

matter. The City shall have ten (10) calendar days after this meeting to give a formal answer to the Union (either orally, or in writing), should it choose to do so. If no such formal answer is forthcoming during this ten (10) calendar day period, the grievance shall be considered denied by the City.

**STEP 3.** If a grievance is not satisfactorily resolved at STEP 2, then either party may request arbitration of the grievance, in accordance with the provisions of Section 5 of this Article. Any appeal to arbitration must be filed in writing, and that written appeal must be delivered to the City Human Resources Department (if to the City) or the Chief Union Steward (if to the Union) no later than ten (10) calendar days after the expiration of the STEP 2 procedures.

**Section 2. Time Limits** -- Failure of the Union, or an Employee, to take action within any of the time limits set forth in Section 1 of this Article shall result in the matter being dropped. Failure of the City to take action within any of said time limits shall result in the matter being automatically processed to the next STEP, unless the Union indicates it no longer desires to further contest the matter. The time limits at all STEPS provided above may be extended, but only by mutual agreement of the parties, subsequently confirmed in writing.

**Section 3. Exclusion** -- Disagreements involving oral or written warnings are not subject to the grievance and arbitration or mediation procedures set forth in this Article.

**Section 4. Regular Arbitration** -- If the Union or the City notifies the other party that a grievance, as defined in this Article, is being taken to arbitration, said grievance shall be submitted for a decision to an impartial arbitrator, to be selected by the parties as follows:

- (a) The parties may agree on an arbitrator.
- (b) If the parties fail to agree, they shall jointly request the Federal Mediation and Conciliation Service ("FMCS") to furnish a panel of seven (7) names of qualified arbitrators whose main offices are located in either Missouri or Northern Arkansas. Upon receipt of such a panel, either party may, within five (5) calendar days, reject, in writing sent to the other party, one (1) such panel furnished, whereupon the party seeking arbitration shall immediately thereafter request the FMCS to furnish a subsequent additional panel of seven (7) names of qualified arbitrators. Once an acceptable panel is obtained, the party requesting arbitration shall make the first three (3) strikes from the panel; the other party shall then make the three (3) concluding strikes from the panel. The one (1) person whose name remains on the panel after all strikes are made shall be the arbitrator assigned to hear the grievance in question.
- (c) No Employee shall have the right to compel the arbitration of a grievance, without the approval, confirmed in writing, of the Union.

**Section 5. Powers of the Arbitrator** -- The powers of arbitrators functioning under this Agreement shall be specifically limited as follows:

- (a) They shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- (b) They shall have no power to decide a matter which is declared by any provision of this Agreement not to be subject to the grievance and arbitration procedures.
- (c) They shall have no authority to substitute their discretion for the City's discretion, in cases where the City is specifically given "discretion" by the specific language of this Agreement.

- (d) They shall have no power to grant any remedy, or enter any order, which is made effective retroactive to a date prior to the occurrence of the actual event giving rise to the grievance, or to a point in time which is in excess of three (3) calendar days prior to the grievance being initiated under Section 1, STEP 1, or Section 8 of this Article, whichever is later.
- (e) They shall confine their consideration and opinion solely to the specific grievance which occasioned their appointment, and only to the alleged violation(s), and relief sought, as specifically raised within the grievance document written in compliance with Section 1, STEP 2, of this Article.
- (f) In rendering their Award, arbitrators shall evaluate the evidence, and render a decision in all cases based upon the preponderance of the evidence presented by both sides.

**Section 6. Decision Binding** -- The decision of the arbitrator shall be final and binding on the parties, to the extent recognized by law.

**Section 7. Possible Grievance Mediation Alternative** -- Notwithstanding the otherwise applicable provisions of Sections 5 and 6, the City and the Union may voluntarily agree to submit a grievance, in lieu of proceeding to arbitration, to mediation under grievance mediation procedures offered through the FMCS. If such a request for voluntary mediation under this Section is accepted by the FMCS and thereafter pursued by the City and the Union, it is agreed that:

- (a) The time limits for submitting the grievance to arbitration under Section 2 of this Article shall be suspended, until the mediation process is concluded;
- (b) No record of any mediation meeting(s) will be kept;
- (c) If the grievance is not satisfactorily settled after being processed through mediation:

- (1) The mediator may (but is not required to) provide (in joint or separate session) an oral advisory opinion to the City, the Union, and/or the Grievant; and
- (2) The grievance may, if so requested on behalf of the Grievant within (5) calendar days after the mediation process is concluded, be thereafter submitted to arbitration under Section 2 of this Article; and
- (d) Nothing said or done by the participants during mediation meeting(s) (nor, if provided, the mediator's advisory opinion) may be offered into evidence or otherwise used against those participating in the mediation during any subsequent grievance arbitration proceedings under this Article.

**Section 8. Cost and Expenses** -- The fee and expenses of the arbitrator, the incidental expenses normally incurred in connection with an arbitration hearing or mediation (e.g., room charges, refreshment charges, etc.), shall be borne equally: fifty percent (50%) by the City; and fifty percent (50%) by the Union.

Beyond the incidental expenses normally incurred in connection with an arbitration hearing or mediation, either party has the right to make a stenographic, videotape, or audiotape recorded record of an arbitration hearing, with the cost of preparing that record, and any copies or transcript thereof made for its use, being borne entirely by the party ordering or making same. However, in the event both parties desire that such a stenographic, videotape, or audiotape recorded record of the proceedings be made, then the cost of preparing such a record, and any copies or transcript thereof made for the use of both parties, shall be borne equally: fifty percent (50%) by the City; and fifty percent (50%) by the Union.

Notwithstanding any other provision contained in this Section, each party shall otherwise bear the direct expenses incurred in connection with the attendance of their witnesses, and the payment of their representatives.

**Section 9. City Grievances** -- The Union shall designate one (1) Union Business Representative to receive grievances filed by the City under the terms of this Agreement. The name of the current Union Business Representative so designated shall be certified to the City, in writing, by the Union. The City may thereafter effectively file its grievances against the Union by submitting same, in writing, directly to the designated Union Business Representative.

Notwithstanding any other provision contained in this Article, the City may seek any legal remedy available in law or equity for the breach, or threatened breach, of this Agreement.

**Section 10. Settlement** -- Upon the settlement of any grievance (except one resolved at STEP 1), the Union and the City shall agree upon, and sign, a written Grievance Settlement Agreement, which shall be binding on the City, the Union, and the aggrieved Employee. Authorized representatives of the Union and the City must sign all Grievance Settlement Agreements, before the settlements in question become effective between the parties.

**Section 11. Absence of Unresolved Grievances** -- As of the effective date of this Agreement (i.e., August 23, 2022), there were no open or unresolved grievances, and no other disputes, or claims pending between the City and the Employees or Union.

## ARTICLE VII

### Weingarten/Garrity Rights

**Section 1. Purpose of Article** -- This Article is included by the parties for educational purposes only. Nothing in this Article, and no actions or inactions claimed to have been taken or not

taken by the City, the Union, or the Employees regarding any of the language or procedures contained in or described in this Article shall be subject to, or covered by the Grievance, Arbitration, and/or Mediation language and procedures contained in Article V of this Agreement. To the contrary, all such matters are specifically excluded from coverage under the Grievance, Arbitration, and Mediation language and procedures contained in Article V of this Agreement.

**Section 2. Weingarten Rights** -- Weingarten rights give an Employee the legal right to request Union representation during an investigatory interview, where the Employee is being questioned to obtain information that could result in the Employee's discipline. Only if the Employee has a reasonable belief that discipline or discharge may result from what s/he says during the interview may the Employee then request Union representation, as follows:

- (a) S/he must make a clear request for such representation before or during the interview.
- (b) After the Employee makes the request, the questioner may either:
  - 1. Grant the request;
  - 2. Deny the request and end the interview; or
  - 3. Give the Employee the choice of: (a) having the interview without Union representation, or (b) ending the interview.

An Employee has NO right to, but may be allowed Union representation where:

- (a) The meeting is to convey work instructions, or is to train the Employee, or correct the Employee's job performance, *etc.*; or
- (b) The Employee is told prior to the interview that no discipline will result from the meeting; or
- (c) The City has already decided to impose discipline on the Employee, and the purpose of the meeting is just to inform the Employee of the discipline decision, and any

subsequent discussion about that already decided discipline is initiated by the Employee.

**Section 3. Garrity Rights** -- Some City investigations can be about conduct that could have criminal consequences for an Employee. In such situations, the City may begin the investigation by making, or asking the Employee to sign a "Garrity Statement" that contains language similar to the following:

- (a) We are not questioning you for the purpose of instituting criminal proceedings against you.
- (b) During the course of the questioning, if you disclose information which indicates that you may have engaged in criminal conduct, neither your self-incriminating statements, nor the fruits thereof, can be used against you in any subsequent criminal proceeding.

## **ARTICLE VIII**

### **Working Time**

Schedules shall be designated as A, B, or C shift. Except as otherwise allowed by this Agreement, the workweek for Employees shall normally consist of an every-third-day at work schedule, to be three (3) workdays in one workweek, and two (2) workdays in the following workweek, or vice versa, as scheduled by the City on any days from Sunday through Saturday. Each workday shall be from 7 a.m. on one day to 7 a.m. on the following day. A shift will begin the rotation working twenty-four (24) hours; followed by B shift, which will work twenty-four (24) hours; followed by C shift working twenty-four (24) hours, then repeating the cycle with A shift



starting again. All Employees shall be ready to work at 7:00 a.m., in the approved uniform and ready to respond to emergency calls at all times for the remainder of their shift.

Shift Employees may be relieved in a reasonable time prior to the end of their shift by the on-coming shift Employee; however, the on-coming shift Employee shall not be entitled to compensation for voluntarily relieving the off-going Employee early. These minor overlaps at such shift change shall be seen as substitution or time-trading as recognized by the FLSA rules, and shall not require paperwork or prior supervisory approval.

Employees assigned to administrative detail, which shall include but not be limited to the Training Department or the Fire Prevention/Technical Services Division, shall work a 40 hour week. These employees shall be non-exempt Employees eligible for overtime or comp time if required to work beyond 40 hours in a week.

Employees assigned to administrative detail and on a 40-hour workweek may be assigned to work 10 hours per day, 4 days per week; or assigned to work 8 hours days, 5 days per week. These workdays shall be between Monday and Friday. Normal work hours may begin as early as 7:00 a.m., and end as late as 6:00 p.m. Personnel assigned to administrative detail may be given a paid lunch period of no less than 30 minutes.

Regular shift employees assigned to light duty shall continue to work their regular shift schedule without running emergency calls for service or disregarding doctors' orders.

The City shall not assign a Firefighter, Fire Engineer, or Fire Captain to administrative detail on a 40 hour week, unless:

1. The Employee and Fire Administration mutually agree on the reassignment; or
2. The Employee is under an administrative investigation.

## ARTICLE IX

### Pay and Classification

**Section 1. Regular Hourly Rates** -- The following Employee job classifications shall exist:

Firefighter - 51C

Engineer - 52C

Captain - 58C

The corresponding straight-time and overtime classification hourly rates of pay for the periods indicated are attached hereto as Appendix A

**Section 2. Pay Periods** -- Employees shall be paid bi-weekly, with the pay date being on the Wednesday immediately following the pay period which just ended.

The pay period shall last two weeks, beginning on a Saturday at 12:00:01 a.m., and lasting for two calendar Saturday through Friday weeks, ending on a Friday at 12:00 midnight.

**Section 3. Level Base Pay** -- Due to the shift schedule where an Employee will work every third day, the shift Employee will normally work one-hundred and twenty (120) hours for two pay periods, then ninety-six (96) hours for a third pay period. This averages out to be one-hundred and twelve (112) hours per pay period. The City and the Union agree to a level base rate of pay for each pay period, as follows: an Employee's base rate of pay shall be 112 hours multiplied by the hourly rate of pay for rank and step as identified on the pay schedule.

In the event an Employee takes paid leave time during an entire pay period, actual hours of leave time taken will be deducted from the Employee's leave balances. However, the base rate of

pay shall not increase or decrease. The City shall continue to perform necessary and legal calculations to ensure the level base pay stays the same.

Additionally, in the event an Employee leaves service with the City whereby the "leveling" results in unearned monies paid to the Employee, such additional funds shall be deducted from his or her final paycheck or accruals payment. If no final paycheck or accruals payout is due, the Employee shall reimburse the City from his or her own personal funds within fourteen (14) calendar days. Conversely, if an Employee leaves service with the City whereby he or she is owed a "leveling" amount, such funds shall be added by the City to the Employee's final paycheck.

**Section 4. Work Apparel Allowance** -- Employees shall be paid one hundred twenty-five and No/100 dollars (\$125.00) per quarter (every three months) for the purchase of work boots and other apparel required to be used in performing their jobs covered by this Agreement.

## **ARTICLE X**

### **Safety and Training**

The City shall provide, at no cost to the Employees, all safety equipment and protective devices recommended by the City, or the City's liability and/or Workers' Compensation Insurance carrier(s).

The City may create a Safety Committee as required by its liability insurance carrier(s) or as it otherwise deems appropriate. Any such Safety Committee may propose safety rules and training programs, and submit them to the City Administrator for Board of Aldermen approval.

Any safety training programs which require loss of regular work time, or additional work time for any Employee, or require the City to incur any additional costs by way of fees or other charges, must first be approved by the City Administrator.

## **ARTICLE XI**

### **LAGERS**

Each Employee, irrespective of probationary or non-probationary status, shall be a member of the Missouri Local Government Employees Retirement System ("LAGERS") after the completion of his or her first six (6) consecutive months of full-time employment with the City. Such Employee membership shall continue until termination of employment with the City. LAGERS shall establish the contribution levels for the employer annually. The contribution level by the Employee shall be the same as other City of Branson employees (currently L6).

## **ARTICLE XII**

### **Insurance-Related Benefits**

**Section 1. Group Medical Insurance Plan** -- The City agrees to make available for selection, and to thereafter maintain, a group medical insurance plan ("Medical Insurance Plan") for qualified Employees. In the event the City's Medical Insurance Plan is to be discontinued, the City shall notify the Union at least sixty (60) calendar days prior to the end of the current insurance plan year.

To obtain coverages under the City's Medical Insurance Plan, a qualified Employee must first make application for such insurance coverages as might apply to them (and/or his or her qualified

dependents) within thirty (30) calendar days of the date of hire, or, following insurance carrier requirements, at any qualifying life event.

See plan documents for actual details of the basic benefits package made available under this Agreement.

**Section 2. Cost Discounts for Employees** -- The City agrees to provide to Employees equal access to the Medical Insurance Plan, and the same discounted pricing for such insurance coverage as it does for all other City employees. Such discounts shall be approved on an annual basis by the Branson Board of Aldermen, and the approved discounts shall be communicated to all Employees no less than fifteen (15) calendar days prior to the beginning of the next Medical Insurance Plan year.

**Section 3. Insurance Policies, Contracts, and Administrative Procedures Control** -- The insurance plan made available under this Agreement shall, in all respects, be governed by the provisions of any insurance contracts, policies, and administrative procedures and agreements negotiated by the City to obtain and maintain the coverages in question. All matters concerning the administration of the insurance plan itself, and any differences arising thereunder, shall be resolved solely through the Claims Review Procedures established under the insurance contracts, policies, and administrative procedures involved, or as otherwise mandated by applicable law. The City's only obligation is to make available for selection, and to thereafter maintain, the insurance plan described herein, and all matters concerning personal coverage, payments, or benefits shall be resolved only through the applicable insurance plan Claims Review Procedures.

**Section 4. Information to Employees** -- Certificates or booklets describing the various coverages will be issued to Employees as they become eligible for the insurance coverages provided through this Agreement. It is agreed that it is the responsibility of each insured Employee to know

his or her rights, and to act in his or her own behalf, under the provisions of the group insurance plan, including the right to convert insurance coverages to a personal plan if, and when, the insured Employee is eligible for such conversion. It is further agreed that neither the City nor the Union shall be liable in those cases where an Employee fails to act in his or her own behalf under the insurance plan described herein.

**Section 5. Effective Date/Extent of Coverage** -- New Employees hired after the effective date of this Agreement, and who thereafter apply for coverage, will be insured on the first (1st) day of the calendar month following their date of hire. If dependent coverage is also selected by an Employee, the coverages of the qualified dependant(s) shall become effective on the date the coverages of the qualified Employee become effective. In the event the Employee provides proof of prior "creditable coverage," as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), such limitation period(s) shall be reduced by the aggregate of the respective periods of creditable coverage applicable to the Employee or dependant, provided that the Employee or dependant has not gone without group health insurance coverage for more than sixty-three (63) days prior to his/her enrollment date.

Continuation of coverage rights shall be governed by plan documents, and applicable laws and implementing regulations.

**Section 6. Substitute Coverage** -- The City shall have the right to substitute different insurance companies, change third-party and self-insured percentages, and otherwise reorganize and change the funding of the insurance plan, so long as the resulting overall insurance plan is reliable, and the basic benefits package is judged by the City's independent insurance consultants to be collectively an overall good value and is applied the same to Employees as to other individuals covered by the changed plan. It is agreed that if, during the term of this Agreement, a National

Health Insurance Plan is made compulsory, that the amount of the City's contribution necessary to provide the insurance in question shall be reduced proportionally to the cost of such National Health Insurance Plan.

## **ARTICLE XIII**

### **Union Stewards**

**Section 1. Designation** -- The Union may designate a Chief Union Steward and Assistant Union Steward from among the Employees, under selection procedures established by the Union, with whom the City shall primarily communicate on behalf of the Union at the City level. The name of any such Chief Union Steward and Assistant Union Steward shall be certified by the Union to the City, in writing, when said designation is first made, and as any changes to said designation subsequently occur.

**Section 2. Agreed City/Union Meetings** -- The Employee elected or appointed by the Union to the position of Chief Union Steward (or, in the absence of the Chief Union Steward, the Employee elected or appointed by the Union to the position of Assistant Union Steward) shall, if mutually scheduled and approved by the City and the Union, be allowed reasonable amounts of time off from their on-duty work time, without loss of pay, and also without being counted against the Employee's leave time balance, to attend mutually scheduled meetings concerning City or Department business.

## ARTICLE XIV

### Leave of Absence and Sick Leave

**Section 1. Workers' Compensation Leaves** -- Employees who suffer an on-the-job injury or illness which requires their absence from work shall be afforded the rights and responsibilities as outlined in Rule 25 of the City of Branson Human Resources Manual.

**Section 2. Employment Elsewhere During a Personal Leave of Absence Is Prohibited** -- Employees who engage in employment elsewhere while on a sick leave of absence, or who fail to return to work when scheduled to return to work after their leave of absence expires, may be disciplined by the City, up to and including discharge (to be determined by the City Administrator, in his or her discretion), as outlined in the City's Personnel Policy.

**Section 3. Comp Time** -- Comp time may be selected by an Employee instead of time and a half pay. Comp time shall be granted at the same rate as pay (*i.e.*, if the Employee is working on a special project at straight time, comp time will be calculated at straight time; if the Employee is working for time and a half pay, comp time shall be calculated at time and a half). Each Employee is allowed to accrue seventy-two (72) hours of comp time inclusive of time and a half, and it may be carried over year to year. At separation with the City, the Employee shall be paid for all comp hours in full, at their current rate of pay.

**Section 4. Personal Max** -- Employees who have maxed out on sick time shall start accruing personal max at a rate of 1.73 hours per pay period. This time shall be paid out at 100% at the Employees current pay rate with separation from the City. This time may be carried over year to year, and maxes out at forty-eight (48) hours.



**Section 5. Sick Leave** -- Employees shall accrue sick leave at a rate of 5.15 hours per pay period. Employees max out at six hundred seventy-two (672) hours. This time may be used for the Employee or immediate family member. If the Employee uses forty-nine (49) hours or less in one calendar year, the Employee may elect to have twenty-four (24) hours of sick leave converted to vacation time or comp time, if the Employee is already maxed out on vacation time. Employees may elect to donate sick or vacation time to another Employee in the City, as outlined in the City of Branson Human Resources Manual. This time may be carried over year to year, and shall be paid out at a rate of 50% on separation in good standing with the City.

**Section 6. Training Leave** -- Training leave shall continue to be requested and approved in accordance with the policy that was in place on the effective date of this Agreement (BFR A-200.8).

## **ARTICLE XV**

### **Vacation**

Employees may continue to accrue and accumulate unused vacation days as outlined in Article 17, Section 2, of the City of Branson Human Resources Manual.

## **ARTICLE XVI**

### **Holidays**

Holiday pay shall be provided following the provisions set forth in Article 15, Section 5, of the City of Branson Human Resources Manual.

## **ARTICLE XVII**

### **Funeral Pay**

Funeral Pay (bereavement leave) shall be provided following the provisions set forth in Article 17, Section 5, of the City of Branson Human Resources Manual.

## **ARTICLE XVIII**

### **Jury Duty or Witness Duty**

Jury Duty or Witness Duty pay shall be provided following the provisions set forth in Article 17, Section 7, of the City of Branson Human Resources Manual.

## **ARTICLE XIX**

### **Tuition Reimbursement**

Tuition Reimbursement shall be provided following the provisions set forth in Rule 8 of the City of Branson Human Resources Manual.

## **ARTICLE XX**

### **Military Leave**

**Section 1. In General** -- Military Leave shall be provided following the provisions set forth in Article 17, Section 6, of the City of Branson Human Resources Manual.

**Section 2. USERRA (Military) Leave** -- Members of the military and other state and federal special teams (MODRS, MO-TF1, Incident Support Team), shall be entitled up to 120 Hours of paid USERRA (Military) Leave each year.

## ARTICLE XXI

### General Provisions

**Section 1. Union Bulletin Board** -- Reasonable space shall be provided on one (1) bulletin board within each Fire Station for the posting of Union notices.

**Section 2. Regular Mailing Address, E-Mail Address, and Telephone Number(s) of Employees** -- It is the responsibility of all Employees to notify both the City and the Union of their current mailing address, e-mail address, and residence land-line and cellular telephone number(s) (or any other telephone number(s)) through which they may be reached, or receive notices from the City or the Union under this Agreement, and any subsequent changes thereto. Neither the City nor the Union shall be liable for any action taken in reliance on such information as so furnished by the Employees, or for their inability to act because of an Employee's failure to accurately furnish such information initially, or to thereafter keep such information current with the City or the Union.

**Section 3. Notices to the Parties** -- The City and the Union shall notify each other of the current mailing address, e-mail address, and facsimile machine telephone number to which any written notices required by the terms of this Agreement may be directed, said notices to be deemed effective when transmitted (if sent by e-mail or facsimile machine), on the postmark date (if mailed), or when delivered (if hand-delivered).

**Section 4. No Tobacco and No Nicotine Regulation** -- Smoking (pipes, cigars, cigarettes, etc.), use of chewing tobacco (leaf, dip, or "snuff"), use of e-cigarettes (vaping) or any other kind of similar nicotine delivery mechanism is prohibited inside City buildings, in any City vehicle, in any designated non-smoking area, on a citizen or other job site, and any other time Employees are on duty.

**Section 5. Physical Examinations, General** -- The City shall have the right to require Employees to submit to physical examinations for business reasons, including drug and/or alcohol tests. Employees shall be responsible for taking and passing any such physical examinations required by the City.

Physical examinations required under this Section shall be performed by licensed physicians and/or certified testing laboratories selected by the City. The City shall be responsible for paying the doctors and/or testing laboratories performing such City-required physical examinations or tests.

**Section 6. Physical Examinations When Return to Active Employment/Ability to Perform the Work Is Involved** -- Whether an Employee is medically fit to return to active employment with the City, and/or perform the essential functions and duties of their assigned job classification, shall be determined by licensed physicians of the Employee and/or the City. In lieu of the Grievance and Arbitration Procedures outlined in this Agreement, should a dispute arise between an Employee's doctor(s) and the City's doctor(s) concerning an Employee's physical ability to return to active employment, and/or perform the essential functions and duties of their assigned job classification, said dispute shall be settled by and between the doctors involved. If no agreement can be reached between the doctors involved, those doctors shall refer the matter to a third-party, neutral doctor (to be selected by them), whose decision on the physical ability issue(s) presented in the case shall be final and binding on the Employee, the City, the Union, and the other bargaining unit Employees affected.

**Section 7. Political Activity** -- The employees shall comply with Federal and State laws regarding political activity.

**Section 8. Substance Abuse Testing** -- It is acknowledged that the City has the right to develop, implement, amend, and/or enforce policies relating to drugs and/or alcohol, including the

testing of applicants and/or Employees, to the full extent authorized by law. In compliance with applicable federal, state, and local laws and regulations, it is recognized that such testing may include testing of Employees at various times, including pre-employment, post-offer, reasonable suspicion, post-accident, and return to work testing.

Any random testing, and reasonable suspicion testing shall follow guidelines set forth in Rule 10 of the City of Branson Human Resources Manual.

Employees who test positive to a required drug and/or alcohol test while an Employee of the City will be subject to the discipline process set forth in Rule 4 of the City of Branson Human Resources Manual.

**Section 9. Equal Employment Opportunity** -- The City and the Union shall not discriminate against any Employee or applicant for Union membership because of race, color, creed, national origin, sex, age, disability, or veteran's status, as prohibited by applicable law. In this Agreement, words shall be construed as non-sexist and non-applicable to any gender, but shall include both the feminine and masculine.

In this regard, the Union acknowledges that the City is permitted to formulate appropriate accommodations, and to take whatever other actions are necessary for it to comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") as amended, or the Americans with Disabilities Act ("ADA") as amended, and related regulations, to the extent required by law. In lieu of the Grievance and Arbitration Procedures of this Agreement, should disputes concerning the interpretation and application of the immediately-preceding sentence develop between the City or the Union, and either the accommodated Employee, or other Employees affected by the accommodation in question, such disputes shall be settled only

through use of regular USERRA and ADA enforcement agency procedures, the results of which shall be final and binding on the parties.

**Section 10. Payroll Deduction of Union Dues and Assessments, and Other Amounts --**

The City shall deduct from the wages of each Employee's first two paychecks who has authorized such deduction an amount equal to half of the Union dues and assessments and Union PAC contributions for that month in amounts certified in writing by the Union as the amounts of dues and assessments in effect. All amounts deducted for monthly Union dues and assessments shall be mailed to the Union's address within five (5) business days after the issuance of the second paycheck of the month from which it was deducted. The Union shall provide the City at all times with an up-to-date list of its members with specific authorized deduction amounts listed.

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon the certifications provided by the Union to the City pursuant to the provisions of this Section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

The following may be additionally deducted from wages:

- (a) Federal and State Withholding Taxes;
- (b) FICA (Social Security) & Medicare;
- (c) Group Insurance, split between the first two paychecks of the month;
- (d) Deferred Compensation Program;

- (e) Cafeteria Plan deductions;
- (f) Pension contributions; and
- (g) Such other items as may be required by law.

**Section 11. Honor Guard** -- If a request is made to the Fire Department by the family of a deceased current or retired Firefighter of the City to have the Honor Guard present at the deceased Firefighter's funeral that takes place within a two-hundred (200) mile radius measured from the City Hall of the City, Fire Department management may authorize the sending of Honor Guard members to the funeral, with pay.

In the event Fire Department management directs Fire Department participation in an event, Fire Department management may schedule members of the Honor Guard to participate in the event, with pay, along with whatever apparatus is authorized by Fire Department management.

**Section 12. Tattoos** -- All employees are expected to present a professional, clean, non-offensive, non-disruptive and safe appearance while at work. Employees may have/display tattoos at work as long as they meet Department standards, and do not violate prohibitions set forth for City-wide standards of content and placement. Should an employee's tattoo violate these standards, the employee must keep the tattoo covered at all times while on duty.

- (a) **Content** -- Tattoos, scarifications, and body art or body modifications located anywhere visible on the body that are deemed prejudicial to good order, discipline, and morale, or of a nature that brings discredit to the City are prohibited while at work. Specifically prohibited are those that include/resemble/advocate/represent the following:

- (1) Criminal behavior;
- (2) Drug use, or drug paraphernalia;

- (3) Violence or warfare of any kind;
- (4) Profanity, hate speech, or vulgarity;
- (5) Animal cruelty or abuse;
- (6) Promiscuity, or sexual activity of any nature;
- (7) Groups subversive to the government of the United States, the State of Missouri or the City, or groups supporting illegal activities;
- (8) Known criminal gang affiliation, or supremacist or extremist groups;
- (9) Bigotry in any fashion depicting racial, country of origin, gender, sexual-orientation, or sexual identity discriminatory attitudes or behavior; or
- (10) Blood, bone, skull, sliced or pierced skin, genitalia, breast(s), bodily secretions, torture of any kind, or graphic horror images.

**(b) Placement --** Visible tattoos shall be prohibited at work on an employee's:

- (1) Head;
- (2) Face (except permanent makeup specific to tattoos used as permanent eyebrows or eyeliner, or as permanent lip liner, applied modestly and conservatively);
- (3) Neck, above the crew neck tee shirt line;
- (4) Tongue or nose;
- (5) Eyelids, mouth or ears, either inside or outside; or
- (6) Any part of the hand, finger(s), or palm of the hand (except one tattoo on one finger of each hand around the entire circumference of the fourth proximal digit/second most ulnar finger (i.e., the "ring finger")); however, it must not



extend beyond where the ring would naturally rest on the finger between the lowest knuckle and main part of the hand).

Any employee contemplating getting a new or modified tattoo, scarification, body art or body modification must first obtain guidance by the Human Resources Director as to whether or not such addition/change may be visible while at work prior to having the procedure performed. Failure to obtain such guidance in advance may result in the employee being required to cover the addition/change while on duty.

## **ARTICLE XXII**

### **Uniform Supply Program**

**Section 1. Confirmation of City's Commitment to Provide Mandatory Uniforms** -- The wearing of such uniforms by Employees is mandatory, and the uniforms to be provided shall be of a type, design, fabric, and color selected by the City.

**Section 2. On-Duty Use Only** -- The prescribed City uniforms shall not be worn except while on duty, when traveling to or from work, or for specific management approved events.

## **ARTICLE XXIII**

### **No Strike/No Lockout**

It is agreed that there shall not be any strikes, sit-downs, slow-downs, work stoppage, or any other activity which interferes with the City's operations by Employees during the term of this Agreement. If any Employee or group of Employees represented by the Union should violate the intent of this Article, the Union shall take immediate action to prevent such illegal acts and/or take necessary steps to bring such conduct to an end, so that normal work can be promptly and orderly

resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing, of its disapproval of such violation. Violation of the provisions of this Article shall be grounds for disciplinary action or discharge.

It is understood and agreed, without in any way limiting the generality of the first paragraph of this Article, that any refusal on the part of any Employee to cross a picket line at any place, when it is necessary to cross such picket line under performance of his/her emergency duties, as the City in its sole discretion shall direct, shall be a work stoppage or slow-down in violation of this Article and this Agreement.

It is further expressly understood and agree that, should any act in violation of the intent of paragraphs 1 or 2 of this Article occur during the term of this Agreement, the City may seek injunctive or other appropriate equitable relief in a court of competent jurisdiction, and it is hereby also expressly agreed that such court of competent jurisdiction shall be vested with, and have full legal authority and jurisdiction to grant and order appropriate injunctive or other equitable relief to bring an immediate end to any such conduct in violation of paragraphs 1 or 2 of this Article, any Federal or State statute, law, or legal interpretation to the contrary notwithstanding.

The City agrees that it will not cause a voluntary complete cessation of operations to support the City's bargaining position, commonly called a "lockout," so as to prevent Employees from working. Temporary or permanent shutdowns by the City for economic or other reasons beyond its control shall not be considered "lockouts."

## ARTICLE XXIV

### **Duration of Agreement**

**Section 1. Effective Dates** -- This Agreement shall be effective as of August 23, 2022, and shall continue in full force and effect until December 31, 2024.

**Section 2. Renewal or End of Term Reopening** -- This Agreement shall renew itself for a one (1) year period, and from year to year thereafter, unless either party notifies the other in writing at least sixty (60) calendar days, and no more than ninety (90) calendar days, prior to the initial point of termination, or the point of termination of any renewal or other extension thereof, that it desires to modify or terminate the Agreement. In the event any such notice is given, the bargaining process between the parties shall begin within a reasonable period of time thereafter, and as otherwise convenient for the parties prior to the point of termination involved.

**Section 3. Evergreen Clause, and Possible Impasse Mediation** -- Should a new Agreement not be reached on or before the expiration date of this Agreement, the Agreement shall remain in effect during continuing negotiations for a new Agreement.

In the event any such notice is given under Section 2 of this Article, and, after good faith bargaining, the parties reach a bargaining impasse, either the City or the Union may request mediation over the remaining bargaining impasse issues through the FMCS, or the parties may mutually agree to use mediation through another non-FMCS source.

## **ARTICLE XXV**

### **Entire Agreement**

**Section 1. Agreement Covers All Matters** -- This Agreement is intended to cover all matters affecting wages, hours, and working conditions of the Employees. The Union and the City each acknowledge that, during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make proposals with respect to all subjects and matters not removed by law from the area of such discussions, and that the understandings and agreements reached by the parties after the exercise of that respective right and opportunity are fully set forth in this Agreement.

**Section 2. Failure to Enforce Not a Waiver** -- Failure of the City or the Union to enforce or insist upon the performance of any term, condition, or provision of this Agreement, in any one or more instances, shall not be deemed a waiver of such term, condition, or provision, unless such waiver is reduced to writing, and is signed by authorized agents of both the City and the Union. If such a written waiver is given, it shall apply only to the specific case for which it is given, and shall not be construed by an arbitrator, or any other reviewing authority, as a general or absolute waiver of the term, condition, or provision which is the subject matter thereof.

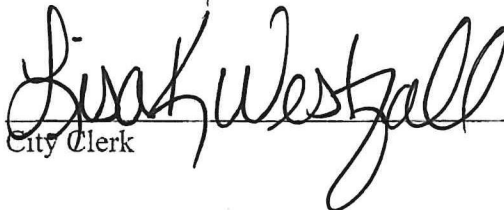
**Section 3. Savings Provision** -- If any of the terms and conditions of this Agreement are in violation of any State or Federal law or final court decision or decree, then, to the extent of any such violation this Agreement shall be null and void and subject to discussion. If any part, provision, or section of this Agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Agreement.

**Section 4. Reopening Clause** -- Through mutual agreement, the City and the Union may renegotiate provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

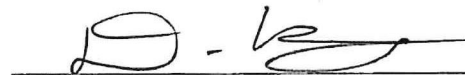
**CITY OF BRANSON, MISSOURI**

  
\_\_\_\_\_  
Mayor

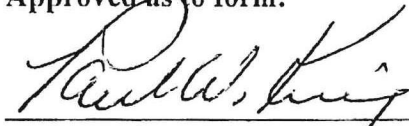
  
\_\_\_\_\_  
City Clerk

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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Executive Vice President

Approved as to form:

  
\_\_\_\_\_  
Paul W. King, Esq.  
Labor Counsel for the City



## "APPENDIX A"

**Section 1. Wage Rates** -- Effective January 1, 2019, and effective on subsequent annual January 1 dates occurring during the term of this Agreement, the initial "APPENDIX B" and any subsequent adjusted minimum hourly wage rates calculated pursuant to the provisions of this Section will individually or collectively stay the same or be increased by a percentage or other amount(s) determined as follows:

- (a) Upon finalization and publication of the City's budget for the January 1 through December 31 calendar year involved, the determined percentage or other annual increase amount(s) for all hourly paid Employees of the City, if any, will be multiplied against or added to the above-listed initial and any subsequent adjusted minimum hourly wage rates, as well as multiplied against or added to the rates then being paid to Employees still in progression, rounded to the nearest 4-digit part of a cent per hour.
- (b) Any increase adjustments made under this Section shall be "rolled into" and become a part of the above-referenced initial listed and subsequently adjusted minimum hourly wage rates or individual progression rates for purposes of making benefit calculations, and determining other pay additives under this Agreement.
- (c) The City shall furnish the Union with a list of the revised minimum hourly rates each year, after any increases made under this Section are determined. The City shall also notify the Union if and when a management decision is made to pay any Employee covered by this Agreement at a rate of pay higher than the above-referenced initial listed or subsequently adjusted minimum hourly rates.

**Section 2. Out-Of-Classification Pay** -- An employee is considered to work Out-Of-Classification anytime said employee is required to work in a position of a different rank. The out of title employee when working out of title has the full authority of the position that they are filling.

When Out-Of-Classification is compensable, it shall be calculated at 10% (Firefighter to Fire Engineer) and 12.5% (Fire Engineer to Captain) above the employee's normal rate and paid hour for hour.

**Section 3. Possible Reopening to Discuss Wage Rates Only** -- During the months of August occurring during the term of this Agreement, either party may notify the other in writing of its desire to reopen the Agreement solely for the purpose of negotiating adjustments to the wage rates initially or subsequently listed in "APPENDIX B" of this Agreement. In the event any such notice is given, the bargaining process between the parties shall begin within a reasonable period of time thereafter as is convenient for the parties, and shall conclude prior to the finalization of the City's budget for the next following calendar year.



## "APPENDIX B"

### 2022 BRANSON FIRE DEPARTMENT COMPENSATION - 2,912 HOUR ANNUAL WORK SCHEDULE

STEP PLAN MATRIX																
FIREFIGHTER 51C						FIRE ENGINEER 52C					FIRE CAPTAIN 58C					
STEP	STEP INC %	STEP INC \$	HOURLY RATE	OT RATE	EST. ANNUAL	STEP INC %	HOURLY INC \$	HOURLY RATE	OT RATE	EST. ANNUAL	STEP INC %	HOURLY INC \$	HOURLY RATE	OT RATE	EST. ANNUAL	
Base	2020		13.1043			2020		14.3197			2020		18.1397			
Base	2022	7.00%	14.0216			2022		15.3221			2022		19.4095			
Entry	--	--	14.0216	20.4837	41,838.99	--	--	15.3221	22.3836	45,719.48	--	--	19.4095	28.3547	57,915.86	
1	2.05%	0.2874	14.3090	20.9036	42,696.69	2.05%	0.3141	15.6362	22.8424	46,656.73	2.05%	0.3979	19.8074	28.9360	59,103.14	
2	2.05%	0.2933	14.6024	21.3322	43,571.98	2.05%	0.3205	15.9567	23.3107	47,613.20	2.05%	0.4061	20.2134	29.5292	60,314.75	
3	2.05%	0.2993	14.9017	21.7695	44,465.20	2.05%	0.3271	16.2836	23.7886	48,589.27	2.05%	0.4144	20.6278	30.1345	61,551.20	
4	2.05%	0.3055	15.2072	22.2158	45,376.74	2.05%	0.3338	16.6177	24.2762	49,585.35	2.05%	0.4229	21.0507	30.7523	62,813.00	
5	2.05%	0.3117	15.5190	22.6712	46,306.96	2.05%	0.3407	16.9583	24.7739	50,601.85	2.05%	0.4315	21.4822	31.3827	64,100.67	
6	2.05%	0.3181	15.8371	23.1359	47,256.25	2.05%	0.3476	17.3060	25.2818	51,639.19	2.05%	0.4404	21.9226	32.0260	65,414.73	
7	2.05%	0.3247	16.1618	23.6102	48,225.01	2.05%	0.3548	17.6607	25.8000	52,697.79	2.05%	0.4494	22.3720	32.6626	66,755.73	
8	2.05%	0.3313	16.4931	24.0942	49,213.62	2.05%	0.3620	18.0228	26.3289	53,778.09	2.05%	0.4586	22.8306	33.3526	68,124.23	
9	2.05%	0.3381	16.8312	24.5882	50,222.50	2.05%	0.3695	18.3922	26.8687	54,880.54	2.05%	0.4680	23.2987	34.0363	69,520.77	
10	2.05%	0.3450	17.1762	25.0922	51,252.06	2.05%	0.3770	18.7693	27.4195	56,005.60	2.05%	0.4776	23.7763	34.7340	70,945.95	
11	2.05%	0.3521	17.5283	25.6066	52,302.73	2.05%	0.3848	19.1541	27.9816	57,153.71	2.05%	0.4874	24.2637	35.4461	72,400.34	
12	2.05%	0.3593	17.8877	26.1315	53,374.93	2.05%	0.3927	19.5467	28.5552	58,325.36	2.05%	0.4974	24.7611	36.1727	73,884.55	
13	2.05%	0.3667	18.2544	26.6672	54,469.12	2.05%	0.4007	19.9474	29.1406	59,521.03	2.05%	0.5076	25.2687	36.9143	75,399.18	
14	2.05%	0.3742	18.6286	27.2139	55,585.74	2.05%	0.4089	20.3563	29.7380	60,741.21	2.05%	0.5180	25.7867	37.6710	76,944.86	
15	2.05%	0.3819	19.0105	27.7718	56,725.24	2.05%	0.4173	20.7737	30.3476	61,986.41	2.05%	0.5286	26.3153	38.4433	78,522.23	
16	2.05%	0.3897	19.4002	28.3411	57,888.11	2.05%	0.4259	21.1995	30.9697	63,257.13	2.05%	0.5395	26.8548	39.2314	80,131.94	
17	2.05%	0.3977	19.7979	28.9221	59,074.82	2.05%	0.4346	21.6341	31.6046	64,553.90	2.05%	0.5505	27.4053	40.0356	81,774.64	
18	2.05%	0.4059	20.2037	29.5150	60,285.85	2.05%	0.4435	22.0776	32.2525	65,877.25	2.05%	0.5618	27.9671	40.8563	83,451.02	
19	2.05%	0.4142	20.6179	30.1201	61,521.71	2.05%	0.4526	22.5302	32.9137	67,227.74	2.05%	0.5733	28.5405	41.6939	85,161.77	
20	2.05%	0.4227	21.0406	30.7375	62,782.91	2.05%	0.4619	22.9921	33.5884	68,605.91	2.05%	0.5851	29.1255	42.5486	86,907.59	
Merit	Start		14.0216	Cap	21.0406	Start		15.3221	Cap	22.9921	Start		19.4095	Cap	29.1255	
OT Calculator				0.0000		OT Calculator				0.0000		OT Calculator				0.0000
			Hourly Rate	Calculated OT Rate					Hourly Rate	Calculated OT Rate					Hourly Rate	Calculated OT Rate

Section 7(k) of the Fair Labor Standards Act provides that non-exempt employees in fire protection services may be paid overtime when hours worked exceed 212 hours in a 28-day work period. The calculation used here for overtime is:

$$[\text{hourly rate}] \times 2912 \div 2990 \div 2 \times 3$$

The estimated annual compensation is based upon a 2,912 work schedule, which includes an average of 2,756 hours at regular pay and 156 hours of overtime.