

FIRST 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"); and

WHEREAS, the City and the Union have further agreed to adopt this First Addendum to 2022-2024 Agreement ("First 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 (at pages 44-45) of the Agreement is changed to read as follows:¹

"APPENDIX A"

Section 1. Wage Rates -- Effective January 1, 20[19]22, and further effective on January 1, 2024 and on subsequent annual January 1 dates occurring during [the] any extended term of this Agreement, the [initial] revised "APPENDIX B" attached behind this "APPENDIX A" 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]below-listed initial and [any] subsequent adjusted minimum hourly wage rates (not to include any "add on" pay amounts), 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 (not to include any "add on" pay amounts).

¹ "New" non-heading language to be added as a result of the 2022 Request to Reopen discussions between the parties is single underlined, and "new" heading language to be added as a result of the 2022 Request to Reopen discussions between the parties is double underlined for easy future reference. Language to be deleted as a result of the 2002 Request to Reopen discussions between the parties is set off in brackets, and lined through ("[—]").

- (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.

Newly hired entry-level Firefighters will be placed at Step 1 on the Firefighters pay scale. However, if a current City employee working in a department other than the Fire Department is hired as an entry-level Firefighter, he/she will be placed at the Step on the Firefighter pay scale closest to his/her current level of pay with the City in the other department, but not greater than Step 4 on the Firefighter pay scale.

Firefighters promoting to Fire Engineer will be placed in the same Step in the Fire Engineer pay scale as the Step they held in the Firefighter pay scale. Employees promoting from Fire Engineer to Fire Captain will be placed at either Step 1 in the Fire Captain pay scale, or the Step in the Fire Captain pay scale closest in pay to 10% greater than what their pay was as a Fire Engineer, whichever is greater.

Employees receiving an unsuccessful performance evaluation will not have an opportunity for advancement in Steps until their following scheduled performance evaluation date.

Effective January 1, 2024, Firefighters, Fire Engineers, and Fire Captains who have been at Step 10 of their respective pay scales for one full calendar year as of January 1, and who thereafter have a successful performance evaluation, will receive the following lump sum payments, to be included as part of the payroll covering the first full payroll period for the City following the successful performance evaluation, and thereafter in the same way each subsequent calendar year:

Firefighters - \$1,650

Fire Engineers - \$1,800

Fire Captains - \$2,250

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 amounts of 13.41 cents per straight-time hour, and 19.58 cents per overtime hour, 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
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

In order to earn "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.

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.

Section 3. Changed Effective Dates of Future Reviews -- Effective January 1, 2024, and during each subsequent calendar year during any extended term of this Agreement, the effective dates for performance evaluations shall be as follows:

Fire Captains - February 1

Fire Engineers - March 1

Firefighters - April 1

Section [2]4. Out-Of-Classification Pay -- An E[e]mployee is considered to work Out-Of-Classification anytime said E[e]mployee is required to work in a

position of a different rank. The Out-Of-Title Classification Employee, when working Out-Of-Title Classification, 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 Fire Captain) above the Employee's normal rate, and paid hour for hour.

Section [3]5. 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 monetary provisions of this "APPENDIX A" or 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.

2. Appendix B (at page 46) of the Agreement is supplemented to add, as a substitute, the following new Appendix B, effective January 1, 2024:

"APPENDIX B"

2024 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 %	\$STEP INC \$	HOURLY RATE	OT RATE	EST. ANNUAL	\$STEP INC %	\$STEP INC \$	HOURLY RATE	OT RATE	EST. ANNUAL	
1	—	—	15.3325	22.3988	45,750.58	—	—	16.7546	24.4762	49,993.86	—	—	21.2241	31.0056	63,330.49	
2	4.14%	0.6351	15.9676	23.3265	47,645.58	4.14%	0.6940	17.4485	25.4900	52,064.62	4.14%	0.6791	22.1032	32.2699	65,953.66	
3	4.14%	0.6614	16.6290	24.2927	49,619.07	4.14%	0.7227	18.1713	26.5458	54,221.15	4.14%	0.9155	23.0187	33.6274	68,685.48	
4	4.14%	0.6888	17.3177	25.2990	51,674.31	4.14%	0.7527	18.9239	27.6454	56,467.01	4.14%	0.9534	23.9722	35.0202	71,530.45	
5	4.14%	0.7173	18.0350	26.3468	53,814.68	4.14%	0.7838	19.7078	28.7905	58,805.89	4.14%	0.9829	24.9651	36.4708	74,493.26	
6	4.14%	0.7470	18.7821	27.4381	56,043.70	4.14%	0.8163	20.5241	29.9830	61,241.65	4.14%	1.0341	25.9992	37.9614	77,578.80	
7	4.14%	0.7780	19.5600	28.5746	58,365.04	4.14%	0.8501	21.3742	31.2249	63,778.29	4.14%	1.0769	27.0761	39.5546	80,792.13	
8	4.14%	0.8102	20.3702	29.7582	60,782.54	4.14%	0.8853	22.2595	32.5182	66,420.01	4.14%	1.1215	28.1976	41.1930	84,138.57	
9	4.14%	0.8437	21.2139	30.9908	63,300.17	4.14%	0.9220	23.1815	33.8651	69,171.15	4.14%	1.1680	29.3655	42.8692	87,623.61	
10	4.14%	0.8787	22.0826	32.2744	65,922.08	4.14%	0.9602	24.1417	35.2678	72,036.24	4.14%	1.2163	30.5818	44.6781	91,253.01	
Merit	Start	15.3325	Cap		22.0626	Start	16.7546	Cap		24.1417	Start	21.2241	Cap		30.5818	
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.

However, no existing minimum hourly wage rate for an Employee will be reduced as a result of the transition to the above new substitute Appendix B effective January 1, 2024.

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 First Addendum to the Agreement effective on the date this First 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**



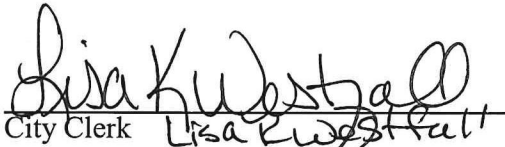
Mayor



President

Date: 12/15/22

Date: 11-16-2022



City Clerk

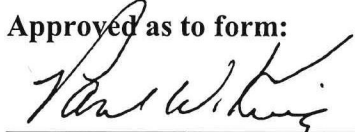


Executive Vice President

Date: 12/15/22

Date: 11-16-2022

Approved as to form:



Paul W. King, Esq.
Special Labor and Employment Law Counsel for the City

Date: October 20, 2022

