

**MINUTES OF THE SPECIAL OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
JUNE FIFTEENTH, TWO THOUSAND TWENTY-THREE**

The Board of Directors for the Robertson Fire Protection District met in a special session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 6pm on May 25, 2023. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director
Steve Field, Treasurer/Director
Maggie Sieve, Secretary/Director
Dave Herman, Fire Chief
Adam Long, Assistant Fire Chief
Matt Hoffman, District Attorney

Representing the workers:
John Duffy, IAFF 2665 representative
Matt Anderson, Shop Steward
Will Herman, Asst. Shop Steward
Rick Berry, Union Attorney

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

Director Guyton discussed the current issues with the Collective Bargaining Unit.

The Union representatives requested the hearing before the Board of Directors be moved to the end in lieu of cementing the current side agreement articles. The Board of Directors agreed.

The Board of Directors and Union representatives reviewed all articles that have been up for discussion and change.

The Union representatives present a Collective Bargaining Unit Clarification Proposal. The Board of Directors agreed.

The next open negotiation meeting will be determined once Sikitch finishes the District's financial evaluation and audit.

ADJOURNMENT

Director Field made a motion to adjourn this special open meeting, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Meeting adjourned at 6:41pm.



Secretary, Board of Directors



President, Board of Directors

Unit Clarification Proposal

The bargaining unit of the Robertson Shop shall be defined as: members working a 48/96 schedule and to include the following ranks: Battalion Chiefs, Captains, Lieutenants, Engineers, and Privates.

Members of the administration will not be included in the unit clarification, will be defined as a 40-hour employee with the following title: Chief, Assistant Chief, Deputy Chief, Administrative Assistant, and Civilian Inspector.

Members that are assigned to the administration either temporarily or permanently holding the rank of Battalion Chief or below shall remain in the bargaining unit.

If this is accepted by the Board the Shop will provide the necessary language for the Board to sign off on and then the Union will then initiate the process with the State Board of Mediation.

Adjustments to the CBA side agreement

Article 6: Substance Abuse and E.A.P. Agreed

Rewrite last line: The labor management committee may *recommend* changes to the drug and alcohol policy to the Administration and Board of Directors.

Article 7: Union Representation

The Employee shall have the right to have Union representation, and/or legal counsel with the Professional Firefighters of Eastern Missouri, Local 2665, of the International Association of Firefighters at any meeting or hearing at which the District requires the attendance of the employee.

Article 10: Committee System

The Union and the Employer agree to develop and maintain committees that will be comprised of the Administration and the Shop. These committee members will be voluntary with no compensation and elected democratically by popular majority vote among the Shop members. The purpose of these committees will include, but not be limited to; training, emergency medical services and safety, building and equipment, public relations, grants, health and wellness, operational guideline development, and pension and insurance.

Furthermore, the Union and the Employer agree to develop and maintain a Planning Committee, Labor Management Committee, and Operations Committee, that will be comprised of 3 to 7 members with at least 1 member per shift to act as a shift representative and include at least one member of the administration. The committee will elect a chairperson and recorder. The purpose of these committees is to make recommendations to the administration and Board of Directors on the short- and long-term goals of the District, address labor management issues, approval of large item purchases, equipment and staffing needs, policy development, rules and regulation development, and review operational finances and budgetary needs of the District. All meetings are to have a record of meeting minutes kept in a binder and another copy kept digitally. Each Committee will address the following topics:

Planning

-Building and Equipment

-Operational Guideline Development

-Grants

-Public Relations

-Employee Appreciation

Operations

-Training

-Emergency Medical Services

-Safety

-Health and Wellness

Labor Management

-Budget

-Rules and Regulation Development

Pension Board of Trustees

-Benefits

-Pension

Articles 14, 15, 16, & 17: Leave Agreed

Once leave is scheduled, an employee cannot be called for or accept overtime of any kind by a Battalion Chief. In case of an emergency, the Assistant Chief or Fire Chief may make an exception.

Article 31: Deferred Compensation Board removes requested change

Remove last two sentences.

Article 34: VEBA

Rewrite article: The Employer agrees to set up a Voluntary Employee Beneficiary Association (V.E.B.A.) account for all active employees at the rate of \$300 per year, per employee.

Article 38: Overtime

Any hours worked by battalion Employees in excess of two hundred-twelve (212) hours in a twenty-eight (28) day cycle will be paid at time and a half their base hourly rate plus longevity, double time for weekends, District recognized holidays, and mandatory overtime. The time spent by an Employee on an authorized vacation day(s), comp time, or personal leave day(s) during such twenty-eight (28) day cycle will be regarded as actual hours worked for the purpose of this Article.

The following is a list of absences from the individuals regularly scheduled battalion duty assignment that will disqualify overtime pay for the scheduled overtime in that period. The overtime attributed to their battalion schedule within that twenty-eight (28) day cycle will be deducted appropriately for each hour the individual was absent, hour for hour, from that Employees overtime pay. An employee is ineligible to be offered overtime in they are on benefit time, including bereavement, vacation, comp, PLD, sick, or Workers Comp. In a time of emergency, the Fire Chief or Assistant Fire Chief may call employees on benefit time to fill the needs of the district.

- Absence due to tardiness
- Absence due to not reporting for duty
- Absence due to discipline/suspension
- Absence due to sick leave
- Absence due to workers compensation

When the need for overtime occurs, the Battalion Chief, Acting Battalion Chief, or Fire Chief will determine whether it will be performed by a captain, engineer, paramedic, or fire fighter. The overtime assignment will be offered to the most senior qualified Employee, with the least amount of

overtime hours worked in the current calendar year. Declining overtime will not be held against the Employee, the Employee will remain in their current place on the list. When an Employee accepts, they will be placed on the list according to the hours taken in that calendar year. The overtime list resets based on seniority, at the beginning of each calendar year. As voted by Shop majority, there are two (2) overtime list that rotate in this manner: twelve (12) hours or less, and over twelve (12) hours to twenty-four (24) hours. These lists will be maintained by the Battalion Chief or Acting Battalion Chief on duty.

If the Employee eligible for overtime is on duty, he or she will be verbally invited to accept the overtime. If the eligible Employee is not on duty, the Battalion Chief or Acting Battalion Chief will telephone the Employee using the current overtime phone list. It is the Employees responsibility to make sure their contact information is current. If the eligible Employee does not answer their phone number(s) listed on the overtime call lists, the Employee will be considered unavailable to accept the overtime assignment; the Battalion Chief or Acting Battalion Chief will then assign the overtime work to the next senior qualified Employee on the appropriate list.

In the event no Employee accepts the overtime needed by the District, the Battalion Chief or Acting Battalion Chief will assign the overtime to qualified Employees in the reverse order of seniority. Overtime work assigned on this basis is mandatory. An Employee may not decline or refuse to work mandatory overtime. The Employer agrees to compensate mandatory overtime Employees at two (2) times his or her normal rate of pay for each hour worked. No Employee may be required to accept mandatory overtime more than once in a calendar year, unless all Employees have served mandatory overtime in a calendar year.

Furthermore, mandatory will be assigned by the BC to the lowest seniority member, with the least number of mandatory hours,

1. Members on scheduled time off will not be eligible for mandatory. Scheduled time off is defined as the day following their last scheduled on-duty shift through the members first scheduled shift back to work. Members may not be assigned mandatory after working seventy-two (72) consecutive hours
2. The overtime person may choose any position, based on their seniority, except those occupied by a permanently assigned employee. Examples of permanently assigned positions are B/C, Captains, Full-time Engineers, and 1 Jump seat position per truck, LT and, attendant on 5017.

The District is in the process of switching to ESO from Firehouse for your scheduling software. ESO can call/text employees to offer overtime. The shop's recommendation is to keep the OT calling/assigning procedures the same until ESO is live and readdress at that time as we may have to adapt based on the software's capabilities.

Article 41: Clothing Allowance Agreed

All Employees will receive up to \$1200 per year to purchase and maintain District uniforms upon submitting purchase receipts. This will be paid out quarterly, no later than 2 weeks after the submission of receipts. The District agrees to reimburse the employee for the purchase of the following:

Robertson branded: t-shirts, ¾ zip sweatshirts, crewneck sweatshirts, red shirts, polos, ball cap, stocking cap, rain jacket, custom helmet shield.

Work approved: pants and shorts, extrication or fire gloves, steel toe work boots or station shoes, and black uniform belt.

Personal firefighter tools upon approval.

The District shall furnish N.F.P.A approved bunker pants, bunker coat, boots, gloves, helmet, hood, suspenders, and respiratory apparatus with no cost to the employee. Items of uniform equipment damaged during the course of emergency operations or required duties will be replaced at the expense of the District. If the Employee is careless or thoughtless in the care of their issued gear, it will be the Employee's responsibility to repair or replace said gear. All uniforms, gear, and equipment shall be made in the USA whenever possible.

Article 42: Sick Leave Incentive Agreed

Remove last line.

Article 44: Food Allowance Agreed

Rewrite to: Employees will receive \$250 annually in food allowance. Compensation will occur with the submission of receipts to the District quarterly.

Article 50: Rules and Regulations

At this time, all policies will be developed by Lexipol in accordance with federal and state law. All policies will be available for personal review through an online system to be implemented by the District through Lexipol.

Two District shop members may attend the Administrative onboarding process.

Article 56: Supplies Agreed

Rewrite article: The Employer agrees to let Employees obtain *necessary* supplies and/or food while on duty, in radio service.

Article 60: Shift Selection Agreed

Rewrite Article: The District shall maintain a shift selection policy to be reviewed and recommended upon by the Labor Management Committee and to be decided on by the Administration and Board of Directors.

Article 61: Presumptive Illness Agreed

Rewrite Article: The District shall maintain a Presumptive Illness policy to be reviewed and recommended upon by the Labor Management Committee and to be decided on by the Administration and Board of Directors.

Article 63: Duration of Agreement Agreed

Rewrite article: This agreement will expire December 31, 2023.

Article 64: Management Rights

The Union recognizes that all management functions not specifically limited by this agreement are vested exclusively in the District. Such functions include, but are not limited to, the direction of the working force; the utilization of employees on any work assignment whether connected to their customary job or not; the right to hire, transfer, promote, demote, layoff, discipline and/or discharge employees provided just cause is established and due process afforded; to maintain minimum staffing based on District policy, unless in an emergent situation; to set work schedules or change schedules already set; to control overtime and the necessity of an employee working overtime; to make and implement reasonable rules and regulations; and do all other management for the operation of the District.

Any of the management's rights, powers, functions, or authority which the District had prior to the signing of this Agreement with the Union are retained by the District, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this Agreement.