

**MINUTES OF THE SPECIAL OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
DECEMBER FOURTEENTH, 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 6:04pm on December 14, 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
Adam Long, Assistant Fire Chief
Matt Hoffman, District Attorney

Representing the workers:
John Duffy, IAFF 2665 representative
Steve Fisher, Shop Steward
Will Herman, Asst. Shop Steward

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 Field motioned to accept the agenda as presented, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

NEW BUSINESS

Director Guyton discusses the current negotiation schedule. Both parties have agreed to extend negotiations to June 30, 2024. There is an extensive amount of changes and discussions to be made.

The Board of Directors offered to extend the current CBA to December 31, 2024 while negotiations continue toward a new contract for 2025. In addition to the extension of the current CBA, the Board offered to give a 3.5% raise to be passed via resolution.

The Union requested a change in Article 63 from the current Article language.

The meeting was recessed at 6:34pm.

The meeting resumed at 6:45pm.

The Board offered to amend Article 63 per the Union's request. The Board pointed out that the official side agreement already lays out how the parties will proceed in the case of an impasse.

Shop Steward Fisher requested the Board review a proposal regarding a change in the economic situation in the District.

The Union will review the Board's proposals for Article 63 and the side agreement with their legal team.

Shop Steward Fisher requested a 5% raise for employees. The Board had offered a 3.5% raise. The Board will review the numbers for a 5% raise.

OLD BUSINESS

Director Guyton discussed work sessions the shop may have with the Assistant Chief to address the policies and the MOU.

Director Guyton discussed the negotiation format moving forward. The Board proposed starting back at the beginning of the CBA.

The meeting recessed at 7:22pm.

The meeting resumed at 7:30pm.


The Board proposed the negotiation meetings should be broken up into public work sessions and formal negotiation sessions.

Both parties agreed to postpone scheduling the next negotiation meeting until January 2024.

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 7:35pm.



Secretary, Board of Directors

President, Board of Directors

ROBERTSON FIRE PROTECTION DISTRICT
AGENDA – SPECIAL BOARD MEETING DECEMBER 14th, 2023–6:00 P.M.
LABOR CONTRACT NEGOTIATIONS
ROBERTSON ADMINISTRATIVE OFFICES - 12641 MISSOURI BOTTOM ROAD
Zoom Link: <https://zoom.us/j/94498016933?pwd=em1CUkNhem1qNHAvNytRdDJKdVY5QT09>
This meeting is being held in person and on Zoom.

1. CALL TO ORDER:
 - a. Pledge of Allegiance

2. AMENDMENT AND/OR ADOPTION OF AGENDA

3. NEW BUSINESS
 - a. Current Negotiations Schedule
 - b. Determining an end date for Negotiations.
 - c. Extension/Renewal to Current CBA into Dec. 2024

4. OLD BUSINESS
 - a. Work Sessions, Openers, etc.
 - b. Negotiation Format Moving Forward
 - c. Article to be Discussed.

5. UPCOMING MEETINGS
 - a. Set dates

6. ADJOURNMENT

management committee.

DURATION OF AGREEMENT

Article 63

This Agreement shall be in effect as of January 1st, and shall remain in full force and effect until December 31st, and or both Parties signify acceptance by signing a new Agreement. The terms and conditions of the Collective Bargaining Agreement shall remain in effect after expiration of the contract while the parties continue to negotiate in good faith. ~~All costs of resolution, including mediation, arbitration and reasonable attorney fees shall be chargeable to either party who fails to bargain in good faith.~~

MANAGEMENT RIGHTS

Article 64

Except as limited by this agreement, the District shall have exclusive right to manage the business, and direct the employees. These rights include, but are not limited to; the right to plan, direct and control operations; determine operations or services to be performed by employee(s) of the district, adopt rules of conduct, hire, promote, transfer, suspend, discipline and or discharge with "just cause".

----- END OF ARTICLES -----

DECLARATION OF AGREEMENT

Cory,

Here is the language my firm recommends be used going forward in the Local's CBA Duration Clauses. It replaces that currently in use which was drawn from the Monarch Fire Protections District's CBA Section 5.02.

“The Agreement shall not terminate in the event one or both of the parties assert the position the other has acted in bad faith during negotiations. Instead, the party asserting bad faith shall proceed to Circuit Court to seek a Declaration the other has acted in bad faith. During the pendency of the matter before the Circuit Court, this Agreement shall remain in full force and effect. ~~If the Court should determine~~ neither party has acted in bad faith, the parties shall resume negotiations under the supervision of a Special Master appointed by the Court, or agreed to by the parties. During the pendency of resumed negotiations, the Special Master shall have the sole discretion to declare impasse.”

REMOVE

REMOVE

Best Regards,
Rick

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Here is the language my firm recommends be used going forward in the Local's CBA Duration Clauses. It replaces that currently in use which was drawn from the Monarch Fire Protections District's CBA Section 5.02.

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Best Regards,
Rick

**MEMORANDUM OF UNDERSTANDING
TO ESTABLISH A FRAMEWORK AND PROTOCOLS
FOR COLLECTIVE BARGAINING
BETWEEN
THE ROBERTSON FIRE PROTECTION DISTRICT
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 2665**

COMES NOW the parties, the Robertson Fire Protection District, hereinafter referred to as the "District" and the International Association of Firefighters Local 2665, hereinafter referred to as the "Union," and, in an effort to continue the harmonious relationship and ensure the best possible outcome for both parties through the collective bargaining process, agree as follows:

WHEREAS the District acknowledges that the collective bargaining unit represented by the International Association of Firefighters, Local 2665 consists of the following: 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.

This collective bargaining agreement shall cover all current active employees as of or following the signing date of this contract.

WHEREAS the parties agree that the Union is the exclusive collective bargaining representative for the employees identified above; and

WHEREAS the District acknowledges the Union's right to collectively bargain on behalf of the employees it represents; and

WHEREAS the parties have an obligation to bargain in good faith with each other to the extent required by Missouri law; and

WHEREAS, in light of the Missouri Supreme Court's rulings in *Independence National Education Association v. Independence School District*, 223 S.W.3d 131 (Mo. en bane 2007); *American Federation of Teachers v. Ledbetter*, 387 S.W.3d 360 (Mo. en bane 2012); and *Eastern Missouri Coalition of Police Fraternal Order of Police, Lodge 15 v. City of Chesterfield*, 386 S.W.3d 755 (Mo. en bane 2012), the District and Union believe it is appropriate to establish a framework for employees to engage in collective bargaining; and

WHEREAS, the District and the Union believe it is necessary to engage in discussions in good


“approve,” “reject,” or “hold open” the Agreement for further discussion. Likewise, the proposed agreement will be submitted to the members of the bargaining unit for ratification or rejection; and

8. Should the parties, after engaging in good faith bargaining, determine that they are at an impasse on any open portion of the Collective Bargaining Agreement, then both parties may agree to engage in a dispute resolution process. Step 1 of that process shall be mediation on the open items with a mutually agreed upon mediator selected from United States Arbitration & Mediation (USA&M) in St. Louis, Missouri, the cost of which shall be split evenly between both parties. If the impasse cannot be resolved with the assistance of a mediator, Step 2 of that process shall consist of the parties proceeding with the current litigation (Case #: 23SL-CC00733) in St. Louis County Circuit Court; and
9. The parties shall enter into a Side Agreement to extend the prior “2022 Collective Bargaining Agreement” with effective dates of January 1, 2022, to December 31, 2022, titled “Memorandum of Agreement and Collective Bargaining Contract effective June 22nd, 2023 to December 31st, 2023” with agreed upon exceptions identified in the Side Letter until December 31, 2023. If the Side Agreement is allowed to expire past this date, the parties shall proceed with the current litigation (Case #: 23SL-CC00733) in St. Louis County Circuit Court; and
10. All bargaining sessions shall be open to the public, recorded and/or streamed unless otherwise agreed upon by both parties with the specific reasons for a closed session to be in writing in an available public document.

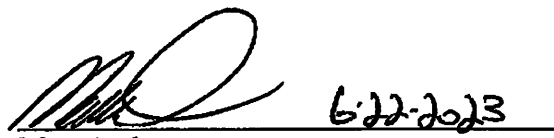
This Memorandum of Understanding is hereby agreed upon on this, the 22nd day of

June, 2023, by:

For the District


Jennifer Guyton
Robertson Fire Protection District
Board Chairman

For the Union


Matt Anderson
Shop Steward – IAFF Local 2665