

**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

faith and with the intent to reach a Collective Bargaining Agreement between the District and the Union; and

WHEREAS, when entering into discussions with any recognized labor organization, the District will do so with the understanding that any recognized labor organization will be the sole and exclusive collective bargaining representative for the eligible positions in any recognized bargaining unit for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, the Circuit Court of St. Louis County has rendered numerous decisions related to the conduct it expects from both parties during the course of the collective bargaining process;

NOW, THEREFORE, BE IT AGREED BY THE DISTRICT AND THE UNION, as follows, that:


1. Both parties will meet on mutually agreeable dates and times with no less frequency than once per month, for a period of not less than one (1) hour per session, with a maximum of ninety (90) minutes, unless otherwise agreed to by both parties in writing. Both parties will meet until such time that a comprehensive Collective Bargaining Agreement has been reached. It is further agreed that each parties negotiating team will be permitted to caucus separately in the course of a negotiating session per mutual agreement; and
2. At each meeting, the time and date of the next meeting shall be scheduled, along with a back-up date in the event of an unforeseen cancellation. All bargaining sessions shall be held at District Headquarters unless otherwise agreed to by both parties in writing; and
3. Each bargaining team shall have a mutually agreed upon amount of representatives at each bargaining session with the understanding that the bargaining session shall not interfere with District business; and
4. The Union and District will electronically submit to each other no less than seven (7) business days in advance of each bargaining session any new, additional, or counter proposals; and
5. The parties agree that the members of the respective bargaining teams shall have the full authority to make proposals, agree to changes to proposals, and tentatively agree (TA) to items in the Agreement without consulting parties not on the bargaining team; and
6. Both parties will work diligently through the proposal in a professional and business-like manner, and shall initial each Section or Article of the proposal, including any handwritten edits, whenever a tentative agreement (TA) has been reached on the verbiage of said Section or Article at the time of agreement; and
7. If the bargaining teams for the District and the Union reach an agreement on a Collective Bargaining Agreement, the proposed Agreement will be submitted to the Robertson Fire District Board of Directors for consideration. At that meeting, the District Board will

“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

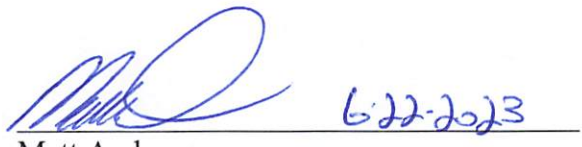
8. Should the parties, after engaging in good faith bargaining, determine that they are at an impasse on any open portion of the Collective Bargaining Agreement, then both parties may agree to engage in a dispute resolution process. Step 1 of that process shall be mediation on the open items with a mutually 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 22<sup>nd</sup>, 2023 to December 31<sup>st</sup>, 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 22<sup>nd</sup> 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