



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 24, 2015 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

***ADDENDUM**

I. CALL REGULAR MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. *Motion to enter Executive Session to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed.

V. CONSENT AGENDA

One motion, non-debatable, to approve the “recommendations” noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

A. Motion approving the minutes of the March 10, 2015, City Council regular meeting and the March 17, 2015, special meeting.

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B. Motion approving the February 2015 Police Judge’s Report.

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C. Motion approving the purchase of Live Smart Cartridges and Live Smart Cartridges for Training for Tasers for the police department.

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D. A resolution reappointing Gary Lathrop and appointing Bobby Davidson, to the building and fire prevention codes board of adjustment.

Resolution is attached.

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VI. PERSONAL APPEARANCES

A. Kim Steele (16312 Hight), catch basin pond at Somerset Park.

VII. PURPLE HEART CITY PRESENTATION AND PROCLAMATION

Copies of the proposed ordinances & resolutions are available for public inspection at the City Clerk’s office, 506 Main Street, Belton, MO. 64012.

VIII. ORDINANCES

- A. Motion approving *final* reading of Bill No. 2015-12:
AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2015.

Ordinance previously distributed.

- B. Motion approving *final* reading of Bill No. 2015-13:
AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2016 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.

A summary list of changes or adjustments since the original budget proposed on January 13, 2015, is attached. The estimated ending general fund balance resulting from various updates and change is also attached. The list of changes is presented subject to final approval of the negotiated collective bargaining agreement with Local 42.

Ordinance previously distributed.

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- C. Motion approving *final* reading of Bill No. 2015-14:
AN ORDINANCE APPROVING THE FINAL PLAT OF A RE-PLAT OF LOT(S) 1, 2, AND 3, QUIKTRIP 233R, A 3.18-ACRE TRACT OF LAND, LOCATED AT 501 E. NORTH AVENUE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

Ordinance previously distributed.

- D. Motion approving *final* reading of Bill No. 2015-15:
AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR QUIKTRIP, A C-STORE AND GAS CANOPY DEVELOPMENT, ON A 3.18-ACRE TRACT OF LAND, LOCATED AT 501 E. NORTH AVENUE, ON THE SOUTHEAST CORNER OF MO-58 HIGHWAY AND MO STATE HIGHWAY, ROUTE Y, CITY OF BELTON, CASS COUNTY, MISSOURI.

Ordinance previously distributed.

- E. Motion approving *first* reading of Bill No. 2015-17:
AN ORDINANCE AMENDING CHAPTER 14, ENTITLED "NUISANCES", OF THE BELTON CITY CODE.

Ordinance is attached.

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- F. Motion approving *first* reading of Bill No. 2015-18:
AN ORDINANCE APPROVING THE RATIFICATION OF A CONTRACT WITH SEAL-O-MATIC FOR THE OVERLAYS OF TOWNE CENTER DRIVE AND MULLEN ROAD BEGINNING WITH THE HEADERS WITH THE NEW MARKEY PKWY PROJECT AND ENDING AT 58 HWY IN A NOT TO EXCEED AMOUNT OF \$135,000.

Ordinance is attached.

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- G. Motion approving *both* readings of Bill No. 2015-19:
AN ORDINANCE ELECTING A CHANGE TO BENEFIT PROGRAM L-6 FOR CITY EMPLOYEES UNDER THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM.

Approval of both readings will be recommended contingent on final approval of the negotiated collective bargaining agreement with Local 42.

Ordinance is attached.

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- H. Motion approving *both* readings of Bill No. 2015-20:
AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE ACQUISITION OF EQUIPMENT AND THE REFINANCING OF IMPROVEMENTS TO THE MUNICIPAL GOLF COURSE; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH SAID FINANCING.

Final cost estimates will be presented during the meeting.

Ordinance is attached.

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- I. *Motion approving *both* readings of Bill No. 2015-21:
AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 – PERSONNEL CODE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.

Ordinance is attached.

IX. RESOLUTIONS

- A. Motion approving Resolution R2015-13:
A RESOLUTION APPROVING A SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND CBIZ BENEFITS AND INSURANCES SERVICES, INC.

CBIZ is the City's employee benefit consultant. This was an unexpected expense and it will be charged out of the contractual expense line item of 010-1400-400-3020. There is sufficient budget in the City Clerk's office to allow for this item. As the Affordable Care Act (ACA) evolves, there are reporting and tax requirements necessary to implement the requirements of the ACA. CBIZ developed software to help their clients accurately report ACA requirements to the Federal Government.

Resolution is attached.

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B. Motion approving Resolution R2015-15:
A RESOLUTION APPROVING THE REAPPROPRIATION & REVISION OF THE
FISCAL YEAR 2015 ADOPTED CITY BUDGET.

This is the final budget amendment for fiscal year 2015 and amends the annual budget to appropriate additional revenues that were received in the Mayor's Christmas Tree fund, Community Center Construction fund, Belton Marketplace TIF fund and Y Highway Market Place TIF fund throughout the year.

Resolution is attached.

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C. *Motion approving Resolution R2015-16:
A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BELTON AND LOCAL NO. 42 – INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS.

Resolution and agreement are attached.

X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR'S COMMUNICATIONS

XII. CITY MANAGER'S REPORT

XIII. MOTIONS

A. A motion approving Apparatus and Capital Equipment Replacement Plan proposed in the
Fire Department's FY16 budget.

This was discussed at the 3/17/15 work session.

Supporting documents are attached.

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B. A motion approving the purchase of an annual software subscription service from ITI with
the FY16 budget.

This was discussed at the 3/17/15 work session.

Supporting documents are attached.

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XIV. OTHER BUSINESS

XV. ADJOURN

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 – PERSONNEL CODE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.

WHEREAS Section 89.070, RSMo, provides that the City’s Code of Ordinances may from time to time be amended, supplemented, modified or repealed by the City Council; and

WHEREAS, the City Council of the City of Belton desires to amend and update Chapter 2, Article II, Division 4 – Personnel Code, of the Code of Ordinances (“Code”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:

Section 1. That Sec. 2-305 Overtime, paragraph (b)(1), shall be amended to read as follows:

Sec. 2-305. - Overtime.

(1) Overtime shall be paid at time and one-half for all hours worked beyond a specified limit during a standard work period for all non-exempt employees. For most non-exempt employees, overtime shall be paid for all hours worked in excess of 40 in a fixed seven-day (168-hour) work week. For police employees assigned to patrol, overtime shall be paid for all hours worked in excess of 168 in a fixed 28-day work period. For employees engaged in fire protection activities (as defined by the Secretary of Labor), overtime shall be paid for any hours worked in excess of 212 hours during the 28-day work period.

Section 2. That Sec. 2-305 Overtime, paragraph (b)(3), shall be amended to read as follows:

(3) Hours worked during the standard work period shall include all time during which an employee is actually working or required to be on duty on the city's premises or at a prescribed work place. Time spent at conventions or meetings, on a voluntary basis, outside of an employee's tour of duty will not count as work time. Time spent by an employee during an out of town training trip outside of their tour of duty will not be considered work time if the employee is not in class or not in a training session. Vacation days, holidays, compensatory time, emergency leave, and sick leave is not counted as time worked, even though it may be paid leave time, and shall be excluded when determining total hours worked for overtime purposes.

Section 3. That the Code of Ordinances of the City of Belton, Missouri, shall be supplemented and amended as necessary to show and reflect the actions taken today.

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this ____ day of _____, 2015.

Mayor Jeff Davis

Approved this ____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was adopted as Ordinance No. 2015-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2015, after both readings thereof by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

R2015-16

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BELTON AND LOCAL NO. 42 – INTERNATIONAL ASSOCIATION OF FIREFIGHTERS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

Section 1. That a Collective Bargaining Agreement between the City of Belton and Local No. 42 – International Association of Firefighters is hereby approved and the Mayor is authorized and directed to execute the memorandum on behalf of the City.

Section 2. That this resolution shall be in full force and effect after passage and approval.

Duly read and approved this ___ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS)SS
CITY OF BELTON)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ___ day of _____, 2015, and adopted at a regular meeting of the City Council held the ___ day of _____, 2015 by the following vote, to wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF BELTON, MISSOURI
AND
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS LOCAL #42
2015 – 2018



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PREAMBLE

This Collective Bargaining Agreement has been developed by Local Union No. 42 of the International Association of Fire Fighters, AFL-CIO-CLC, herein called the "UNION," and the City of Belton, Missouri, herein called the "City" through the City Manager. By this Collective Bargaining Agreement the Union and the City agree to comply with the provisions herein, which are applicable. The City Manager agrees that the provisions included herein which can be accomplished by administrative action and which are not in conflict with existing administrative regulations are in effect immediately. The City Manager further agrees that the provisions that can be accomplished by administrative action, but which are in conflict with existing administrative regulations, shall be in effect as soon as practicable to draw revised administrative regulations. Existing regulations will be reviewed within thirty (30) days to identify and change any regulations, which may require change to conform to this Collective Bargaining Agreement. The City Manager further agrees that provisions herein, which require action by the City Council, shall be submitted to the Council as soon as the appropriate ordinances or resolutions can be prepared. This Agreement shall be included as part of the City of Belton Fire Department Employee Handbook. An attempt has been made to remove all single gender references from this document. To the degree any single gender references remain, they are intended to apply equally to both genders.

ARTICLE I RECOGNITION AND UNION SECURITY

Section 1: Recognition

The City hereby recognizes the International Association of Fire Fighters, Local No. 42, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

The bargaining unit for which this recognition is accorded includes personnel in the classifications of Fire Fighter-EMT, Fire Fighter-Paramedic, Senior Fire Fighter-Paramedic, Fire Apparatus Operator, and Captain and any other position that is created and that is at the Captains rank and below, employed with the Belton Fire Department.

This specifically excludes all other employees in all other classifications within the Belton Fire Department and the City of Belton.

Section 2: Union Security

The City will not discharge or discriminate against members of Local No. 42 because of membership in Local No. 42 or because of lawful Union activities. The Union and its members agree that they will at all times respond to emergency calls in the normal manner and properly maintain all fire equipment.

The City and Union agree not to discriminate against members because of race, religion, color, ancestry, national origin, sex, disability, marital status, familial status or sexual orientation.

The City agrees to allow the Union to maintain a bulletin board in each of the fire stations for the purpose of posting items of Union interest which have the approval of the Union. In no event shall a bulletin board be used for political purposes or for any purpose that may in any way injure the City or its employees. When items are posted on a bulletin board maintained by the City, such items shall not be removed or otherwise inhibited by the Union.

Section 3: Dues Deduction

The City agrees to deduct each pay period, dues and assessments in amount certified to be current by the Secretary – Treasurer of the Local Union from the pay of those employees who submit payroll deduction forms to be provided by the Union. The City shall forward the dues deducted to the Secretary – Treasurer of the Union

- A. Within thirty (30) days of the effective date, employees covered by this Agreement shall be required, as a condition of continued employment and to the extent permissible under Missouri law, to become members of the Union or pay a service and representation fee.
- B. Commencing no later than the thirtieth (30th) day following employment in the bargaining unit, employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall to extent permissible under Missouri law, shall be required as a

condition of employment to become members of the Union or pay a service and representation fee.

- C. The City shall deduct Union dues from the salaries of those members of Local No. 42 who authorize such in writing (pursuant to the authorization form attached as Appendix A) and shall deduct the service and representation fee (pursuant to the authorization form attached as Appendix B) from the salaries of those bargaining unit members who authorize such in writing. Dues deductions and service fee authorizations shall be irrevocable for a period of one (1) year or the expiration of this Agreement, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Secretary – Treasurer of the Union and to the City, and shall be in accordance with the procedure set forth in the authorization form.
- D. The service and representation fee shall be a percentage of the amount paid by members for Union dues, based on the amount reasonably calculated by the Union as appropriate for the performance of collective bargaining, contract administration and other permissible activities related to service and representation, but shall not include amounts utilized to finance the Unions political and fraternal activities unrelated to collective bargaining or contract administration.
- E. Dues and service and representation fees deducted, as provided for above, will be forwarded to the Secretary – Treasurer of Local No. 42. The City agrees to provide these services without charge to the Union.

Section 4: Political Action Committee

The city shall provide for the option of contributing to a Political Action Committee or Continuing Committee designated by the Union through payroll deduction.

Section 5: Release from Duty

One (1) member elected or appointed to represent the Union shall be granted time to perform functions relating to administration of this Collective Bargaining Agreement, including attendance at regular and special meetings and activities related to grievance procedures without loss of pay.

Three (3) members of the Union shall each be allowed twenty (20) hours shift release for each IAFF Local No. 42 Shift Steward per year for all meetings which shall be mutually set by the City and the Union.

Section 6: Notification of Rules

The Union shall be provided a copy of any new rule, directive or procedure, which is issued in writing fifteen (15) calendar days before it becomes effective, where practicable. The Union shall have the opportunity to discuss such rule with the Fire Chief as soon as the changes are

received. The Union shall have the right to grieve the implementation of any changes at the time they are issued under the provisions set forth in this Collective Bargaining Agreement.

Section 7: Access to Information

The City Agrees to provide the Union as requested, but not more than once a month, with copies of the reports pertaining to Bargaining Unit personnel: assignment roster, the alphabetical listing providing station location, home address, telephone number and the seniority list by classification. The Fire Department shall provide the Union with copies of all injury reports.

Section 8: On Duty Union Activity

The Union may hold meetings pertinent to Union business on Fire Department property after 1730 hours, provided permission for such meeting is obtained in advance from the Fire Chief or his/her designated representative.

Union officers and committee members may conduct Union business on city time at their work location as long as such business does not interfere with their Fire Department duties.

ARTICLE II MANAGEMENT RIGHTS AND NO STRIKE

Section 1: Management Rights

The City possesses the sole right to operate and manage the Fire Department together with all management rights, except to the extent such rights are limited by the express provisions of this Collective Bargaining Agreement. Such management rights include, but are not limited to:

- A. To determine the mission of the Fire Department;
- B. To direct the work Forces;
- C. To hire, assign, or transfer employee's;
- D. To determine the methods, means, and number of personnel needed to carry out the mission of the Fire Department;
- E. To discipline or discharge for just cause;
- F. To change existing methods and facilities;
- G. To introduce new or improved methods and facilities;
- H. To take whatever actions may be necessary to carry out the mission of the Fire Department;
- I. To make and enforce reasonable operating procedures and work/ safety rules.

As noted above, the City possesses the sole right to operate and manage the Fire Department and the above list of enumerated rights is not intended to limit or restrict those rights that inherently repose in Management. Those powers, rights and authority that inherently and appropriately repose in Management will be exercised in a manner consistent with the express provisions of this Agreement and will not be exercised or claimed in an effort to undermine the Union or in an attempt to evade the express provisions of this Agreement.

It is also recognized that the Fire Chief, City Manager, or their representative may delegate any of the authority or responsibility referenced in this Agreement to an authorized representative.

Section 2: No Strike Clause

The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's business, by the Union, its members or the members covered by this Agreement. The Union further agrees that, should any such acts be committed by employees, it will discourage said acts.

It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any employee who may engage in any concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference.

ARTICLE III SENIORITY

Section 1: Hire Date

For the purpose of seniority, Hire Date is the employee's start with the Fire Department and it shall be calculated by years of service from the date of employment with the Fire Department.

Section 2: City Date

For the purpose of seniority, City Date is the employee's start with the City of Belton, Mo. and it shall be calculated by years of service from the date of employment with the City of Belton, Mo.

Section 3: Rank Date

For the purpose of seniority, Rank Date is the date of appointment of promotion to each rank classification.

Section 4: Resignation and Termination

In the cases of employees who leave the fire service due to termination for cause or resignation, date of employment shall mean most recent date of employment, except that the City may, in its discretion, choose to offer as a part of an offer of re-employment, an adjusted Hire Date to be calculated in accordance with Section 5 below.

Section 5: Adjusted Seniority

In the case of members returned from a disability pension or members re-employed pursuant to an offer that specifically provides for restored seniority, seniority for all purposes shall be calculated from original date of employment and original date of appointment, where applicable, with the understanding that the time spent on disability pension or not in the employment of the City shall not count toward the accrual of seniority.

Section 6: Fire Department Probationary Period

The Fire Chief and the Union have agreed to a twelve (12) month probationary period for newly hired employees of the Fire Department. After the successful completion of twelve (12) months of employment, newly hired members of the Fire Department shall enjoy those rights and privileges of regular employees, except to the degree limited or otherwise provided for in this Collective Bargaining Agreement.

Unless prohibited by City Policy, the twelve (12) month probationary period will be waived for members returned to duty from disability pension and may also be waived or modified in the case of members re-employed by the Fire Chief, pursuant to an offer of restored seniority.

The Fire Department’s Probationary Period may be extended for new employees, with notice to the Union, for an attainment of Emergency Services certification including but not limited to EMT, Paramedic, and Fire Fighter I and II. Failure of the employee to attain the aforementioned certifications may lead to discipline including termination.

ARTICLE IV STAFFING & VACANCIES

Section 1: Staffing

A. Assigned Staffing:

The City Administration is committed to the goal of endeavoring to maintain Belton Fire Department staffing at not less than thirteen (13) employees per shift for the term of this Agreement.

The City and Union agree,, the current number of ranked positions shall be maintained or increased during the term of this Agreement and vacancies in rank will be filled in accordance with this Agreement. There will be no reductions in force during the term of this agreement.

With the understanding that one of the thirteen (13) employees listed above is a non-bargaining unit member and is titled as the Shift Commander. This will be filled by a Battalion Chief or in their absence by a W.O.C. Battalion Chief.

B. Minimum Staffing:

Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient personnel shall be available to provide a minimum of eleven (11) fire fighters for daily staffing.

If sufficient personnel are not available to meet the minimum staffing requirements, firefighters shall be retained or recalled on overtime.

With the understanding that one of the eleven (11) employees listed above is a non-bargaining unit member and is titled as the Shift Commander. This will be filled by a Battalion Chief or in their absence by a W.O.C. Battalion Chief.

Section 2: Vacancies – Captain and Fire Apparatus Operator

All promotions within the bargaining unit for Captain and Fire Apparatus Operator positions, for which bargaining unit members are eligible to compete subject to the provisions of this Agreement, shall be filled from the current promotion list as they occur.

When the vacancy is to be filled as a continued budgeted position, it shall be filled at the start of a pay period within thirty (30) days of the occurrence of the vacancy. It is further agreed that promotions shall be made from the list in effect at the time the vacancy giving rise to the promotion occurs.

Section 3: Vacancies – Fire Fighter/Paramedic and Firefighter/EMT

The City shall make a good faith effort to fill entry-level vacancies in as short a time as practical, so as to ensure that staffing levels are maintained at the levels directed by the City Council..

Section 4: New Positions

In the event that a new bargaining unit position is proposed by the City, the newly proposed position shall be discussed by the Labor/Management Committee. The City agrees to discuss any proposed changes to the qualifications for entry-level bargaining unit positions with the Union and allow the Union to make recommendations regarding such changes, prior to implementation.

ARTICLE V GENERAL PROVISIONS

Section 1: Duties

The duties of the members of the City's Fire Department shall be those described in the Belton Fire Department Rules and Regulations Policy Book.

Members of the City's Fire Department shall not be detailed to duties unrelated to the mission of the Fire Department that would significantly impair the Department's ability to perform such duties, except as may be required in situations of emergency and for the duration of the emergency.

However, in situations of an emergency declared by the Governor of the State of Missouri, the Mayor or City Manager of the City of Belton, those duties shall be whatever is necessary to carry out the mission of the City of Belton and/or the State of Missouri.

Section 2: Inclement Weather

The City will not require employees to perform outside work during inclement weather when it would be unreasonable to do so, taking into account the importance of the work to protect life, property or to maintain service to the public.

1. Firefighting units shall not be required to do any routine outside work or engage in training activities where such activities will require them to get wet when the outside temperature is below 50 degrees F. or above 90 degrees F.
2. Firefighting units shall not be required to do any routine outside work or engage in training activities during periods of precipitation or when the temperature is below 40 degrees F. or above 90 degrees F.

Section 3: Subcontracting

During the term of this Agreement, the city will not contract out any work presently performed exclusively by Bargaining Unit employees without advance written notice to the Union where it is practicable to do so and, if it would result in a displacement of employees, with full discussion, if requested, of the impact of such decisions on Bargaining Unit employees.

Section 4: Belton Community Center Membership

The City shall provide individual membership to the Belton Community Center to all bargaining unit members at no cost to the employee in the same manner as is provided to other City of Belton employees. The City may require the employee to pay the cost of the individual membership if the employee fails to meet the minimum usage requirements as established.

Section 5: Ready Time

It is understood that the agreed upon schedule contemplates that some schedule hours will be designated as "ready time", when routine inspections, training and testing will not be scheduled. Ready time is defined as the standby time on the night tour of duty in which no routine activities will be scheduled.

This time will be the hours from 2100 hours until 0700 hours. During the ready time period, equipment will be maintained in manner that ensures readiness to respond to any emergency situation. Both parties agree that special circumstances of a critical nature may arise, which may

require that some duties be performed during ready time (e.g., to abate a life safety hazard in a place of public assembly).

Section 6: Burial Expenses

The city agrees to defray reasonable funeral and burial expenses of any employee of the Fire Department who dies in the Line-of Duty in accordance with the employee's personal and religious beliefs through a contribution of \$10,000.00 to the family or representative of the deceased responsible for such expenses.

Section 7: Licensure

All personnel serving as emergency medical technicians or paramedics will be required to maintain their National Registry Certification and/or their state licenses. All personnel will be required to maintain licensures required by EMS protocols and the EMS Director. The City will provide all necessary training to maintain such licensing.

Section 8: Pilot Programs

The parties may agree to enter into any kind of a Pilot Program that is developed thru the Labor Management Process with final approval of the City Manager.

ARTICLE VI HOURS

Section 1: Emergency Operations Members

The regular work schedule for members of the Emergency Operations Division shall be a 24 hour shift on the Berkeley system and the regular work week shall average 53 hours per week (On 24hrs, off 24hrs, on 24hrs, off 24hrs, on 24hrs, and then off 96 hours).

The normal FLSA work period for employees assigned to 24-hour shifts shall be twenty-eight (28) days. Employees on 24-hour shifts shall receive overtime pay for all hours actually worked in excess of 212 hours in the 28-day work period.

Section 2: Administrative Members

The regular work schedule for members, other than Emergency Operations members, assigned to administrative assignments shall be on an 80 hours pay period schedule. The hours that they work will generally be 8:00 to 16:30. Members may be allowed to change this time frame with the approval of their supervisor. Members, to preform job functions, may be allowed to work a flex schedule with the approval of the Fire Chief.

The normal FLSA work period for employees assigned to 8-hour shifts shall be a fixed seven (7) day (168 hour) work week. All hours worked in excess of forty (40) in the work period shall be paid as overtime.

Section 3: Trading Time

Shift trades may be voluntarily undertaken between two (2) employees upon approval of the employees' Battalion Chief prior to such exchange of time.

Responsibility for arrangement for the repayment of such time rests with the employees involved. No obligation shall be placed upon the City for repayment of time voluntarily traded or repaid between employees.

ARTICLE VII OVERTIME PAY AND ADDITIONAL PAY

Section 1: Overtime

Both parties accept and understand the need for overtime for when the minimum staffing level falls below eleven (11). All personnel within the bargaining unit are eligible for overtime pay. The overtime pay will be approved when the appropriate overtime form is filled out in the overtime book and signed by an officer.

Whenever bargaining unit employees are called upon to work an additional shift, which does not correspond to their regular shift, they shall be paid at the overtime rate.

Section 2: Overtime Pay Rates

Bargaining unit employees, who work the 24 hour shift, shall be paid at one and one-half times (1.5) of the regular hourly pay rate for all hours worked in excess of 212 hours during the 28 day FLSA work period.

Bargaining unit employees, who work the eight (8) hour shift, shall be paid at one and one-half times the regular hourly pay rate for all hours worked in excess of forty (40) hours in a fixed seven day (168 hour) FLSA work period.

The regular rate of pay to be used for calculating overtime compensation shall include all remuneration paid to an employee for work performed and must be a composite of all pay rates and pay allowances received for work performed in the work period divided by the number of hours worked.

However, the regular rate of pay calculation will not include certain benefits specified under the Fair Labor Standards Act, such as sick leave pay, holiday pay, fringe benefit contributions, and any pay for additional work during the period already paid at time and one-half or more. Hours worked during the standard work period shall include all time during which an employee is actually working or required to be on duty on the city's premises or at a prescribed work place. Unless the Agreement specifically provides that certain non-worked hours will be counted toward overtime, non-worked hours such as vacation, sick leave, emergency leave, personal leave, jury duty and military leave will not count as hours worked. Time spent at conventions or meetings, on a voluntary basis, outside of an employee's tour of duty will not count as work

time. Time spent by employee during an out of town training trip outside of their tour of duty will not be considered work time if the employee is not in class or not in a training session.

Pay for hours not actually worked shall not be counted as time worked in the computation of overtime pay when granted to the employee during a designated work period, unless it specifically states in other Articles or Sections of this Agreement that it will.

Section 3: Overtime Hiring Procedures

Overtime or arrangements for overtime work must be scheduled or approved by the employee's department head or his/her designee in advance. As a general policy, employees are not authorized to perform work before or after the scheduled shift, or to remain at their work stations at the end of the work day without specific authorization from their Department Head or his/her designee.

Reasonable advance notice of a minimum of two (2) hours ordinarily will be provided to employees when overtime hours are to be worked. Such notice may be waived in emergency situations.

When overtime is necessitated in the opinion of the department head or his/her designee, employees shall be required to work such overtime. Disciplinary action may be taken against employees who refuse to work overtime, fail to appear when scheduled to work overtime, or fail to appear after having indicated they would work overtime.

For the purposes of overtime bargaining unit positions will be filled by bargaining unit employees. If no bargaining unit employee accepts overtime the vacant position may be filled by qualified management personnel prior to mandatory overtime being required of bargaining unit employees.

Both parties agree and accept the fact that there will be a mandatory overtime list. This list is to fill the appropriate vacancies when all of the regular lists are exhausted.

Both parties agree to meet, discuss and develop a new set of Overtime Hiring Guidelines thru the Labor Management Process. After they are developed they will be part of the operating guidelines for the department.

Section 4: Holdover Pay

An employee in that rank on the company going off duty may be required to holdover for a reasonable period of time, not to exceed two (2) hours after the end of the shift, for the purpose of detailing a replacement or obtaining a replacement through the regular overtime procedure.

If the employee is held over they shall be paid a minimum of thirty (30) minutes, and then in fifteen (15) minute increments thereafter.

Nothing shall be construed to allow any employee to leave a fire or other emergency call until properly relieved and in the event of a large fire, disaster or other "sudden and unforeseen

happening" where large numbers of personnel are committed, all available personnel shall, if directed, remain on or report for duty.

Section 5: Court Appearances and Depositions

Whenever a bargaining unit member is called to testify on behalf of the City or as a witness in a criminal prosecution regarding the course and scope of the member's employment, they shall be compensated for at least two (2) hours of work; if called by a third party to testify in a civil case regarding the course and scope of the member's employment, they shall be compensated for at least two (2) hours of work.

If called by a third party, the employee must return his or her witness check to the City. This provision applies to all occasions in which a member is directed by the City or compelled by process to provide information or testimony arising from or related to the course and scope of the member's employment, including but not limited to being subpoenaed to appear for a deposition.

Section 6: Callback Pay

Whenever a bargaining unit member is called back to work after his/her regular working hours and after he/she has left the work site, the minimum overtime payment shall be for two (2) hours of work. The two (2) hour minimum shall not apply and overtime compensation shall end if the employee's regular shift begins during the emergency call back.

ARTICLE VIII LEAVE

Section 1: Vacation

A. Use:

All requests for vacation leave shall require approval or coordination with the employee's immediate supervisor. Vacations shall be granted on the basis of seniority using the members Hire Date as outlined in Article III.

A limit of two (2) twenty-four hour (24) Vacation days will be granted per shift and/or a maximum total of 48 hours per 24 hour shift.

Vacation Leave must be at least a 4 hour block for 24 hour shift employees and at least a 2 hour block for 8 hour shift employees.

B. Amount earned:

The following shall be the amount of vacation accumulated by members of the Department who are assigned to an 8-hour shift:

YEARS OF SERVICE	AMOUNT OF HOURS EARNED PER YEAR	AMOUNT OF HOURS EARNED PER PAY PERIOD	AMOUNT OF HOURS ALLOWED TO ACCRUAL
0 TO 5	80	3.08	120
6 TO 10	120	4.62	180
11	128	4.92	192
12	136	5.23	204
13	144	5.54	216
14	152	5.85	228
15	160	6.15	240
16	168	6.46	252
17	176	6.77	264
18	184	7.08	276
19	192	7.38	288
20+	200	7.69	300

The following shall be the amount of vacation accumulated by members of the Department who are assigned to a 24-hour shift:

YEARS OF SERVICE	AMOUNT OF HOURS EARNED PER YEAR	AMOUNT OF HOURS EARNED PER PAY PERIOD	AMOUNT OF HOURS ALLOWED TO ACCRUAL
0 TO 5	120	4.62	180
6 TO 10	192	7.38	288
11 TO 13	264	10.15	396
14 TO 16	288	11.08	432
17 TO 18	312	12.00	468
19+	336	12.92	504

For purposes of this paragraph, years of service refers to the members City Date as outlined in Article III.

C. Accrual:

Vacation time can be accumulated up to one and one-half times the amount earned in one (1) year.

D. Eligibility:

An employee shall be considered eligible for vacation leave after ninety (90) days of regular, full-time employment. The employee will earn leave in the first ninety (90) days but cannot use it until they have ninety (90) days of full service with the city.

E. Unused Vacation Leave:

Upon separation from the city, employees with at least one year of service shall be paid one hundred percent (100%) of any unused Vacation Leave up to the maximum allowed hours described below.

Employees who work the eight (8) hour shifts shall have the maximum payout of two hundred (200) hours at retirement or separation of service.

Employees who work the twenty-four (24) hour shifts shall have the maximum payout of three hundred and thirty six (336) hours at retirement or separation of service.

F. New Effective Date

With the Pay Period starting December 29, 2015 Vacation Leave will be earned by the pay period as outlined in paragraph B of this section. Vacation Leave accrued and unused in 2015 shall be credited to the employees accumulated vacation leave balance.

Section 2: Sick Leave Use:

All requests for sick leave shall require approval or coordination with the employee's immediate supervisor. Any illness of two (2) days or more may require a certificate from a reputable physician as evidence of illness before compensation is paid. Sick leave may not be used to extend annual leave and is intended for use only in the event of illness.

A. Amount earned:

Each regular, full-time employee who works the eight (8) hour shift shall earn ninety six (96) hours of sick leave per year. It will be earned at 3.7 hours per pay period.

Each regular full-time employee who works the twenty-four (24) hour shift shall earn one hundred thirty (130) hours of sick leave per year. It will be earned at 5 hours per pay period.

B. Accrual:

The maximum accrual for all eight (8) hour Employee's is one thousand two hundred and ninety six (1,296) hours; however one thousand and eight (1,008) hours will be the maximum you can turn in as unused sick leave upon separation from the city.

The maximum accrual for all twenty-four (24) hour shift Employee's is one thousand eight hundred and fifty four (1,854) hours; however one thousand four hundred sixty four (1,464) hours will be the most you can turn in as unused sick leave upon separation from the city.

C. Eligibility:

An employee shall be considered eligible for sick leave after ninety (90) days regular, full-time employment. Between ninety (90) days and six (6) months service the maximum eligibility shall be limited to 48 hours for 8 hour employees, and 72 hours for 24 hour employees. After six (6) months, eligibility shall be at the discretion of the supervisor of the department concerned.

D. Termination:

Any employee terminating service with the City shall not be allowed the use of sick leave in the last two calendar weeks of employment, except by certification of illness by a competent physician.

E. Unused Sick Leave:

Upon separation from the city, employees who have at least ten (10) years and less than twenty (20) years of continuous full time service shall be paid twenty-five percent (25%) of any unused Sick Leave.

Upon separation from the city, employees who have at least twenty (20) years of continuous full time service shall be paid fifty percent (50%) of any unused Sick Leave.

Employees who qualify for and retire or receive a line of duty disability pension or who die while active employees shall be paid fifty percent (50%) of any unused Sick Leave.

F. New Effective Date

With the Pay Period starting December 29, 2015 Sick Leave will be earned by the pay period as outlined in Paragraph A of this section.

G. Sick Leave Donation:

The transfer of earned sick leave from one employee to another is permissible as long as the following criteria are met:

- a. Employee Donating Sick Leave
 - i) The donation may not result in balance of less than 200 sick leave hours for the donor.
 - ii) The donation of sick leave must be in increments of 12 or 24 hours.
 - iii) A complete “Sick Leave Donation Form” must be submitted to the City Manager’s office by 5p.m. on Thursday prior to the pay period in which the donated hours are needed.
 - iv) The donation is a gift and is not compensable or refundable in any way.

- b. Employee Receiving Donated Sick Leave

The recipient must have exhausted all of their available Sick Leave. The actual transfer of sick leave occurs as needed. If the recipient of a donation returns to work from the approved absence, and no longer has an immediate need for additional donations, then all pending donations will not be processed.

After the transfer of sick leave is made the City Manager or his/her designee will notify the payroll department and the recipient of the donation.

Employees will use the established donation form as provided by the City of Belton.

Section 3: Emergency Leave

All full-time employees are eligible for emergency leave. Emergency leave with pay shall be granted for sickness of a member of the employee’s immediate family (parents, grandparents, father-in-law, mother-in-law, brothers, sisters, sons, daughter, or spouse) that requires the employee’s personal care or attention. The maximum number of hours allowed under the provisions of this paragraph will be seventy two (72) per year.

Section 4: Funeral Leave

Bargaining Unit Members, who work the 24 hour shift, may be granted at least one (1) shift to attend a funeral of a member of the immediate family.

Bargaining Unit Members, who work an eight hour shift, may be granted up to a maximum of three (3) consecutive work days.

If additional time is required or if the employee wishes to attend the funeral of a relative not covered by this section, vacation time shall be requested and not unreasonably denied by Fire Management. If a member wishes to utilize vacation under this section, the request shall be made at least twenty-four hours in advance.

Immediate family is defined, for the purpose of this section as: husband, wife, approved domestic partner, son, daughter, mother, father, brother, sister, step-mother, step-father, step-children, step-siblings, step-grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparents or grandparents-in-law.

Use of funeral leave for the purposes of overtime will be counted as days worked.

Section 5: Personal Leave

Regular full-time employees may be granted leave without pay, when authorized by the City Manager, for a period not to exceed one (1) year when it is in the interest of the city to do so. If not covered by FMLA leave, pregnancy and/or maternity leave shall be considered a valid reason for requesting a personal leave of absence.

At the expiration of the leave without pay, the employee has the right to the position that he/she vacated, and shall be reinstated, if the position still exists, or if not, to any other vacant position of the same rank and pay. Approved leave shall not be considered a break in service.

Section 6: Jury Duty

Upon receipt of an order to report for jury duty, the order will be shown to the immediate supervisor. The information will be relayed to the Chief and he shall grant a leave of absence with pay for the period the employee actually serves. Any payment received for jury duty must be endorsed by the employee and submitted to the City.

Section 7: Military Leave

Military Leave shall be granted in accordance with all applicable state and federal laws.

Section 8: Voting Leave

The City agrees to allow each employee who is a registered voter reasonable time off with pay, consistent with Missouri law, to vote in each general and local election.

ARTICLE IX FAMILY AND MEDICAL LEAVE ACT

Subject to the other provisions of this Agreement and in accordance with the Family Medical Leave Act (FMLA), bargaining unit employees are eligible to take up to twelve (12) weeks of unpaid Family and Medical leave in any consecutive twelve (12) month period [the twelve (12) month period is measured forward from the date the employee's FMLA leave begins] if the employee has been employed by the City for at least twelve (12) months and has worked at least one two hundred fifty (1,250) hours in the twelve (12) month period immediately preceding the commencement of the leave.

A. Reasons For Taking Leave: The City shall grant leave to an eligible employee for one or more of the following reasons:

1. To care for a newborn child;
2. To care for an adopted or foster child who has been placed with the employee;
3. To care for the employee's spouse, child or parent when that individual has a serious health condition;
4. Because the employee is unable to perform the essential functions of the employee's job because of a serious health condition;
5. To address certain qualifying exigencies related to a covered family member's (the employee's spouse, son, daughter, or parent) active duty or call to active duty status in a foreign country (and if the family member is in the National Guard or Reserves and is on or called to active duty in a foreign country, the duty must also be in support of a contingency operation); and/or
6. To care for a covered military service-member (if the employee is the spouse, parent, son, daughter, or next of kin of said service-member) who: (a) is a current member or veteran of the military (Armed Forces, National Guard, or Reserves); (b) incurred a serious injury or illness (or aggravation of a pre-existing injury or illness) in the line of duty while on active duty that renders the service member medically unfit to perform his or her duties or manifests itself within five years after the individual becomes a veteran; and (c) is undergoing medical treatment, recuperation or therapy while in the military or during the five-year period after becoming a veteran, or is in out-patient status while in the military, or is on the military's temporary disability retired list.

B. A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 full consecutive calendar days combined with at least two in-person visits to a health care provider (the first within 7 days and the second within 30 days of the onset of incapacity) or one in-person visit (within 7 days of the onset of incapacity) and a

regimen of continuing treatment prescribed at that visit. The definition of continuing treatment also includes incapacity due to pregnancy and incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

- C.** If the need for a leave is foreseeable, the employee must give 30 days' notice by filling out a Request for Leave form. If 30 days' notice is not practicable, the employee must give as much notice as reasonably practicable, which means the same day as or the first business day after the employee learns of the need for time off. If the need for leave is unforeseeable (including each day of unforeseeable intermittent leave), the employee must provide notice of the need for time off by complying with call-in requirements.
- D.** An employee requesting leave will be provided a Notice of Eligibility and Rights and Responsibilities. If the reason for the leave is the employee's own serious health condition or the serious health condition of a family member, the employee will also, in most cases, be provided a Certification of Health Care Provider and statement of job functions, if appropriate. The Certification, if required, must be completed by the appropriate health care provider and returned by the employee within 15 days of the employee receiving it or the leave or its continuation, or restoration following the leave, may be denied. In certain circumstances, recertification may be required. After a decision is made about the leave request, a Designation Notice will be provided to the employee either, approving leave, denying the leave, or requesting sufficient or complete information if not already provided.
- E.** Each eligible employee is entitled to a maximum of 12 work weeks of Family and Medical Leave in the 12 month period beginning with the employee's initial Family and Medical Leave except that if an employee and his or her spouse both work for the City, they are collectively entitled to take no more than 12 weeks of leave to care for a newborn, adopted or foster child and/or for the care of a parent with a serious health condition.
- F.** A leave to care for a newborn or newly adopted or newly placed foster child must be taken during the 12 month period beginning on the date of birth or placement and may not be taken on an intermittent or reduced schedule basis.
- G.** Leave necessitated by an employee's own serious health condition or to care for a seriously ill spouse, parent, or child, may be taken on an intermittent or reduced schedule basis if it is medically necessary as indicated in the Certification of Health Care Provider. If an employee requests intermittent or reduced schedule leaves for planned medical treatment, the employee may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.
- H.** During a leave, an employee must concurrently use credited but unused sick leave and vacation if available. Workers' compensation benefits will be paid to an employee whose serious health condition is a result of a work-related illness or injury.
- I.** While on leave, the employee's health insurance will continue with the same coverage

and cost to the employee as it would if the employee were continuing to work. An employee's failure to pay the employee's share of a premium within 30 days after it becomes due may result in the cancellation of coverage.

- J.** While on leave, an employee is prohibited from working elsewhere or engaging in self-employment without the City's prior written consent.
- K.** If an employee is released to return to work with no restrictions before exhausting his/her available FMLA leave allowance, he or she is entitled to be returned to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee, however, has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- L.** Benefits, other than health insurance, will normally not accrue while an employee is on leave. An employee who is returning from an FMLA leave for the employee's serious health condition must furnish a fitness-for-duty statement prior to resuming job duties. Employees who fail to return to work from their leave will be considered a voluntary resignation and may be required to repay health insurance premiums paid by the City during the leave.

ARTICLE X HOLIDAYS

Section 1: Paid Holidays

When Emergency Medical Services/Fire personnel are scheduled for and subsequently work holidays they will be paid for an additional day at a rate of straight time.

Where a holiday falls on a non-working day, the preceding day or the following day shall be observed as a holiday for City employees at the discretion of the City Manager.

Section 2: Holiday Hours

A holiday, for the purpose of a member being paid pursuant to this article, shall be recognized as beginning at 08:00 hours on the actual day of the holiday listed below and terminating 24 hours thereafter.

Section 3: Holidays

Legal holidays observed by the City government shall be as follows:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Good Friday
5. Memorial Day

6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. The Day following Thanksgiving
10. Christmas Eve
11. Christmas Day

ARTICLE XI CLOTHING

Section 1: Initial Allowance

The City shall furnish to all members of the bargaining unit an initial uniform and protective clothing issue as follows:

- A. Dress Uniforms:
 - a. one (1) dress pants
 - b. one (1) long sleeve Dress Shirt
 - c. two (2) name badges
 - d. two (2) badges
 - e. two (2) sets collar brass

- B. Uniforms:
 - a. four (4) pants
 - b. two (2) pair EMS shorts
 - c. four (4) T-shirts
 - d. one (1) Duty Champ Jacket
 - e. one (1) work cap
 - f. one (1) stocking cap
 - g. two (2) pair leather work gloves

- C. Personal Protective Clothing
 - a. two (2) sets of Bunker Coat & Pants
 - b. one (1) Helmet
 - c. one (1) pair Bunker Boots
 - d. two (2) pair fire gloves
 - e. two (2) Nomex hoods
 - f. one (1) eye glass bracket for SCBA
 - g. one (1) prescription lenses for SCBA (up to \$200).

Section 2: Replacement

- A. The City will replace City issued clothing and equipment when worn out through normal use or destroyed or damaged beyond repair during any emergency activity.
- B. The City will conduct yearly inspections of bunker gear and protective gear will be replaced by the City when said uniforms and protective gear are presented by the employee as no longer fitting or are worn to such a degree as they no longer presentable for wear. All uniforms and gear, as phased in for purchase, shall meet the minimum standards for safety.
- C. Bargaining unit members are required to furnish their own station footwear, which shall meet the City's standard for safety. The City will pay each bargaining unit member a one hundred twenty five (\$125.00) dollar footwear allowance annually on his/her Hire Date or Rank date, whichever is applicable.

ARTICLE XII INSURANCE

Section 1: Insurance

- A. **Health Insurance:** The City shall assume the full cost of hospital and surgical care insurance for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan; however a portion of the cost involved shall be borne by the employee. Rates for family coverage shall be determined on an annual basis at the time rates are proposed for the employee coverage.

The City shall withhold one-half of the monthly premium for dependent coverage from each of the two pay periods in advance of the premium due date. For those months where three pay periods occur, no deduction for the insurance premium will be made from the third payroll check. Dependent coverage may be terminated by the employee by stating in writing to the City Manager thirty (30) days in advance the desire to terminate this coverage. The City may offer the employee a choice in regard to medical coverage. The employee may choose the coverage most desirable to him/her.

The Bargaining unit will not have any increase in any insurance premiums for Fiscal Year 2016. [Tentative Agreement 3/20/15]

- B. **Dental Insurance:** the City shall assume the full cost of dental insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan; however a portion of the cost involved may be borne by the employee.

- C. Life Insurance: Life insurance, in the amount determined by the City, shall be carried on each full-time employee, the full cost of which shall be paid by the City.
- D. Disability Insurance: Disability pay insurance shall be offered to each full-time employee to be paid by deducting such cost from the individual's pay. Disability pay insurance shall be an optional coverage which would primarily serve for any long-term illness or accident extended beyond sick leave accrual. The length of time such disability pay is payable shall be in accordance with the policy most beneficial to the employee. Disability pay protects the employee for sickness, accidents which occur while the employee is off duty and should not be confused with coverage carried by the City on each employee under the requirements of the State Workers Compensation Law. A disability insurance provider may be selected by the Union and payroll deduction will be provided by the employer.
- E. Vision Insurance: the City shall assume the full cost of vision insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan; however a portion of the cost involved may be borne by the employee.
- F. In the event of temporary total disability, the City's liability for any insurance premium payments shall be limited to the extent that the employee qualifies for FMLA leave, sick leave, vacation time, or a combination of the above. At the expiration of all qualifying leave time, the employee may elect to pay his/her portion of hospitalization premiums under the City of Belton group plan for a period not to exceed one (1) year from the date of total disability.

Section 2: Advisory Health Committee

The Union shall designate one or more bargaining unit members to serve on the City's Health Care Advisory Committee. The committee shall meet, at least once a year; to discuss the insurance programs and any proposed changes to existing health care benefits prior to any request for proposal (RFP) or meeting with vendors. The Union and Advisory Health Committee will be notified of any changes to employee healthcare prior to any implementation of those changes.

ARTICLE XIII WORK INJURY LEAVE SUPPLEMENTAL PAY

Section 1: Amount

Any employee who is injured on the job shall be eligible for injury time with pay at a rate that, when added to Worker's Compensation payments due the employee, will equal the employee's net pay, after deductions. The extent of this supplemental pay is ninety (90) work shifts for 24 hour shift employees and 120 work days for forty (40) hour/weekly employees for each new and

separate injury. Such supplemental pay will not be charged against the employee's accrued sick leave or vacation time.

Section 2: Use of Work Injury Leave

The employee's eligibility for work injury leave with supplemental pay will be dependent on the notification of the injury being made in writing to the Department Head within twenty-four hours of the time the injury is sustained. Weekend and holiday injury reports will be accepted on the next regular day of work. In cases when the injured employee has been transported due to an emergency, the company officer shall complete the report. The injured employee will be required to sign the report to verify its content.

Section 3: Extended Work Injury Leave

After ninety/one hundred twenty (90/120) days of work injury leave with supplemental pay, regular full-time employees will use their sick leave accruals if more injury leave is required. The employee may use accumulated vacation, if any, if additional work injury leave is required, in lieu of leave without pay.

Probationary and regular full-time employees, who have exhausted all accrued leave, may be granted extended injury leave without pay with the approval of the City Manager, but in no case will an extension be for more than one (1) year. In these cases the City Manager may require that a physician appointed by the City evaluate the employee. Leave will not be accrued for the period the employee is on work injury leave.

Section 4: Modified Duty

Modified duty schedules will be assigned at the discretion of the Fire Chief but cannot be unreasonably denied. The assignment may be made only after proper medical evaluation is made and modified duty is approved by a medical practitioner. Modified duty scheduling will be utilized only in cases of injury time.

These positions shall be filled by bargaining unit members whose prognosis has been determined by a physician, who states that said employee is expected to fully recover and return to full duty. Modified duty assignments shall not exceed six (6) months unless approved by the Fire Chief. The modified duty positions shall be in Fire Prevention, Training Division or other divisions of the Fire Department as selected by the Fire Chief. Such assignment may be to the employee's regular assigned shift or temporarily assigned to a forty (40) hour week. Bargaining unit members on modified duty shall not receive a reduction of pay or benefits, with exception of FLSA overtime and holiday pay which will only be paid if appropriate hours are worked.

Section 5: Positions by Non-Fire Fighting Employees

Whenever a member of the Belton Fire Department becomes physically incapable of performing firefighting duties, because of injury or otherwise, but such member is found by the City to be able and qualified to perform the duties of a position or positions held by non-emergency service employees of the City, such member shall be given consideration in filling vacancies in such non-emergency services positions.

ARTICLE XIV FIRE DEPARTMENT PHYSICALS

Section 1: Fire Department Physicals

The City agrees to provide a yearly physical which will include a review of health history, a comprehensive review of all body systems including: vision, hearing, Pulmonary Function test, Twelve (12) Lead EKG and Maximal Aerobic Capacity Examination as recommended by the fire department physician and/or approved through Labor Management, Chemistry 12 Blood Profile, and all necessary vaccinations, boosters and other required tests based on each fire fighter's exposure record for the year.

Medical conditions that impact the employee's ability to perform firefighting activities, identified by the fire department physician as work related shall be treated in accordance with Article XIII, sections 1 through 5.

ARTICLE XV BFD RULES AND ORDERS

All verbal Departmental rules and orders shall be placed in writing as soon as practical by the City. Employees will be given notice of new rules and orders through normal departmental channels, i.e. electronic mail, departmental memorandum.

ARTICLE XVI PROMOTIONS

Section 1: Promotions

Both parties are opposed to the use of political appointments and desire the maintenance of experience requirements that will insure the safety of the public and members of the Fire Department.

Section 2: Captains Promotion

Promotion to the rank of Captain will be done by Competitive Exam. The Fire Chief shall issue an administrative policy that outlines the requirements and procedures for promotional exams. These rules shall address eligibility requirements, types of exams, when exams will be held, methods for determining the eligibility list, and a bibliography of study materials used in testing.

This policy shall also indicate the minimum amount of time before a test that the requirements and/or procedures for promotional exams may change. All promotional positions covered by this agreement will have these policies.

Section 3: Fire Apparatus Operator

Promotions to the rank of Fire Apparatus Operator will be done by seniority based upon the bargaining unit members Hire Date and the member must be a Senior Firefighter Paramedic.

Section 4: Senior Firefighter Paramedic

This is not a promotion but a qualification. You must have at least five (5) years of service in the Department and at least one (1) year of service as a Firefighter-Paramedic and pass a qualifications test that is developed by the Labor Management Committee process.

Section 5: Captains Promotion Lists

The Captains promotional examination shall be given prior to the expiration of promotional lists in effect in order that new lists shall become effective immediately upon the expiration of the previous lists. The promotional list shall run two (2) years, but may run for a shorter time if such list becomes exhausted or if the Union and Fire Management mutually agree to extinguish the list.

ARTICLE XVII DISCIPLINARY PROCEEDINGS

Any time an employee is called before a supervisor for the purpose of considering disciplinary action, the employee shall have a right to be represented by the Union or any other representative of their choosing and shall be notified of that right and given adequate time to obtain such representation upon request.

The right to Union representation, as referenced above, includes occasions when members are confronted by persons for any reason that may lead to disciplinary action, including: an investigatory interview or hearing; a formal discussion regarding a problem related to performance, behavior or conduct; and/or proceedings, in which discipline is discussed or administered.

Three (3) Union representatives and three (3) Management representatives will be the normal limits allowed for the purposes of considering Departmental grievances and discipline. More or less representation may be mutually agreed upon.

The City shall not discharge or discipline any employee without just and proper cause. All discipline will be imposed fairly and equally and only for just and proper cause. The Fire Chief or his/her designee shall hold an informal predetermination hearing before imposing any disciplinary termination, disciplinary suspension or disciplinary demotion. An individual may be suspended with pay pending such a predetermination hearing.

Employees shall cooperate with the employer in all matters of mutual interest, but no employee to whom this agreement is applicable shall be called before a member of management or a supervisor in connection with the investigation of a matter which may involve his/her discharge, suspension or other discipline unless so called within twenty-five (25) calendar days, after notice of the alleged offense has come to the attention of management except where circumstances make it impractical to take action.

Once the Employer cites an employee for an alleged rule or policy violation it becomes incumbent upon the Employer to take any contemplated disciplinary action within forty-five

calendar (45) days of the citation except where circumstances make it impractical to take action. If no such action is forthcoming within aforementioned forty-five (45) calendar days, then the incident will be considered dropped by the employer.

All matters concerning the discharge or discipline will be subject to the grievance procedures as set forth within this Collective Bargaining Agreement.

The following are the standard disciplinary penalties that may be imposed as a part of the Progressive Discipline System to be followed by the City. The penalty imposed in a particular case will be based on the circumstances of that case and the City may skip one or more intermediate steps when the seriousness of an act of misconduct or poor performance justifies a more serious penalty.

1. **Counseling:** An informal discussion between an employee and supervisor/department head, usually concerning expected employee behavior, conformity to city policy or expected job performance. A notation will be made in employee's file of the counseling session.

2. **Verbal Reprimand:** A formal, verbal rebuke of an employee by the supervisor/department head for specific infractions(s) of city policy, unacceptable job performance. A notification that a reprimand was given shall be made and placed in the employee's personnel file. The employee may attach a written rebuttal to the notation in the personnel file. These notifications will be removed if, for the period of one year, no repeated incidents of any rules infraction occur.

3. **Written Reprimand:** A written rebuke of an employee for specific infraction(s) of city policy, unacceptable personal conduct or unacceptable job performance. All written reprimands shall be initialed by the employee and placed in the employee's personnel file and the employee will be given a signed copy. The employee may place a written rebuttal in the personnel folder attached to the reprimand.

4. **Suspension Without Pay:** The ordered absence from duty without pay for a specific period for specific infraction(s) of city policy, unacceptable personal conduct or unacceptable job performance. A signed letter of cause will be given to the employee as soon as possible but in no case later than the beginning of the regular work day on which the suspension is scheduled to begin, setting the reason for the suspension and its duration. A copy will be made a permanent part of the employee's personnel folder and a copy will be forwarded to the City Manager. An employee suspended without pay may not use previously accrued vacation days in lieu of suspension days.

5. **Involuntary Demotion:** Reassignment from an employee's current position to one of a lesser starting pay and lower responsibility level for specific infraction(s) of city policy, unacceptable personal conduct or unacceptable job performance when the employee has demonstrated an inability to perform the job duties and responsibilities of that position. A letter of cause will be given to the employee at least ten (10) working days prior to the effective date stating the reason for the demotion and the effective date. The letter of cause will be made a permanent part of the employee's personnel file with a copy forwarded to the City Manager.

6. **Dismissal:** The release of an employee from city service for a specific infraction(s) of city policy, unacceptable personal conduct or unacceptable job performance. A letter of dismissal shall be provided to the employee stating the reason for dismissal.

ARTICLE XVIII GRIEVANCE PROCEDURE

The following procedure is established for the prompt resolution of grievances or disputes which may arise out of the interpretation or application of this Agreement. By mutual agreement, the parties may extend any time deadline established in this Article. Absent such agreement, however, if Fire Management or the City fails to issue a timely response to a grievance as provided for in this Article, the Union may immediately advance such grievance to the next step.

Section 1: Member Grievances

Any employee covered by this Agreement who believes he or she has a grievance arising out of the interpretation or application of this Agreement and/or the Union may initiate and process such grievances, as set forth below.

Step 1: The employee and/or the Union may take the matter up orally or in writing with his or her immediate supervisor outside the bargaining unit, or at the first step above the supervisory level at which the grievance arises, within ten (10) days after the employee knew or reasonably should have known of the facts giving rise to the grievance. The parties desire to resolve as many grievances as possible at this step, but in any event, the supervisor shall give the employee an answer within ten (10) days after the grievance has been presented to him or her.

Step 2: If the matter is not satisfactorily resolved in Step 1, the employee, with a Union representative, may advance the grievance within ten (10) days after receipt of the answer in Step 1, to the Deputy Chief or next supervisory level. At this stage, the grievant shall provide a written statement of the grievance, containing a concise statement of the facts giving rise to the grievance, the applicable section of the Agreement and the relief sought. Within ten (10) days after receipt of the written grievance, or such time as may be agreed upon in writing by the Deputy Chief, the employee and the designated representative(s) of the Union, the parties shall meet and try to resolve the matter. Within ten (10) days after such meeting, the Deputy Chief shall give his/her answer in writing to the Union.

Step 3: If the matter is not satisfactorily resolved in Step 1 or 2, the employee with the Union, may take the matter to the Fire Chief, or his or her designated representative, by submitting a copy of the grievance and the answer to the Fire Chief within ten (10) days after receipt of the answer in Step 2. Either the Union or the Fire Chief may request a meeting to discuss the grievance. This meeting shall be held within ten (10) days of submission of the grievance at this step. The

Fire Chief will give the Union a written answer within ten (10) days of the meeting, or within ten (10) days of the submission, if no meeting is requested.

Step 4: If the Union is not satisfied with the answer received in the preceding step, it may submit the grievance to the Assistant to the City Manager, or his or her designated representative, within ten (10) days thereafter. The Assistant to the City Manager will give the Union a written answer within ten (10) days of receipt of the grievance. During this period, a meeting between the Assistant to the City Manager-Human Resources and the Union shall be held if requested by the Union or the Assistant to the City Manager.

Step 5: If the Union is not satisfied with the answer received in the preceding step, it may submit the grievance to the City Manager, or his or her designated representative, within ten (10) days thereafter. The City Manager will give the Union a written answer within ten (10) days of receipt of the grievance. During this period a meeting between the City Manager and the Union shall be held if requested by the Union or the City Manager.

Section 2: Union Grievances

The Union may directly initiate a grievance involving the prospective interpretation or application of this Agreement or matters beyond the jurisdiction of any one supervisor at the supervisory level at which the action giving rise to the grievance was taken or at one level above such supervisory level in writing, with the original to the Fire Chief and a copy to the Assistant to the City Manager, within the time periods set forth above. Such grievances may be processed through the Steps, as set forth above.

Section 3: Grievances Arising from Disciplinary Action

Grievances challenging discharge, demotion or suspension action can be submitted to the Assistant to the City Manager as described above in Step 4 within ten (10) days of a Notice of Disciplinary Action - e.g., within ten (10) days after the Fire Chief has issued his/her decision following the predetermination hearing.

Within ten (10) days of the issuance of the Assistant to the City Manager's answer, an election must be made in discharge, demotion or suspension cases if the matter is to proceed further to Step 5. Assuming that the grievant desires to pursue the matter further; an election can be made to proceed before the City Manager.

Section 4: Disciplinary Grievances of Newly Hired Employees

Newly hired employees who are disciplined or discharged during their initial probationary period shall have the right to appeal such discipline or discharge through the grievance procedure but shall not have the ability to arbitrate such grievances. This section shall not apply to permanent employees on probationary status due to promotion.

Section 5: Final Resolution

Grievances may be settled at any of the steps of the grievance procedure and if the settlement is reduced to writing and signed by representatives of both the Union and the City, such resolution shall be final to the grievance.

If the grievance is not resolved by the steps provided above, the following alternative procedures will be available:

1. The matter shall be submitted to advisory arbitration at the request of either the City or the Union. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel submitted by the Federal Mediation and Conciliation Service with the party requesting arbitration striking the first name from the list. To the extent that such arbitration involves an issue of discipline or discharge imposed upon a bargaining unit employee after his/her initial probationary period, the parties agree to abide by the advisory decision of the arbitrator.
2. The City and the Union may agree to submit the matter to binding arbitration. In such event, the agreement to arbitrate shall specify the issues to be submitted, the name of the arbitrator or the procedure for selecting an arbitrator, and any necessary procedural details.
3. The decision of the arbitrator shall be subject to the following conditions:
 - a. The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.
 - b. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Collective Bargaining Agreement.
 - c. The arbitrator shall have no power to establish or change any wage rates.
 - d. The arbitrator shall have discretion to reduce or raise the discipline imposed.
 - e. The costs of the arbitrator shall be shared equally by the City and the Union.
 - f. The arbitrator shall render his/her award within thirty (30) days of the close of the hearing or receipt of the parties' briefs, whichever is later.
 - g. This provision does not extend to negotiations for amendment of this Collective Bargaining Agreement or for mediation of any disagreements involved in such negotiation.

In the event that arbitration is not requested within fifteen (15) days of the Assistant to the City Manager decision, (or the City Manager's decision, if the dispute has been submitted to him) the matter shall be considered dropped.

The parties may agree in writing to any other recognized form of dispute resolution, including the scheduling of meetings involving the same or different individuals or use of third parties.

ARTICLE XIX LABOR MANAGEMENT COMMITTEE

Section 1: Labor/Management Committee

There will be a Labor/Management Committee with equal representation from the City and the Union. This committee shall be co-chaired. The co-chair persons are responsible for preparing a written agenda at least ten (10) calendar days in advance of the meeting

Section 2: Meeting Date & Times

The committee shall meet at least every other month at a time agreeable to both parties. The committee shall also be convened within five (5) calendar days of a request from either the Union or the City to address issues of a critical or emergency nature.

Section 3: Informal Meetings

This Committee does not preclude officers or other supervisors of the Fire Department from meeting with Stewards or other designated Union representatives on an informal basis.

Section 4: Changes

This Committee is not vested with the power to change, modify, or alter this Agreement.

Section 5: New Rules & Policy

The City agrees to provide the Union with advance notice regarding the development and promulgation of any broadly based rules or policies that may affect Bargaining Unit members and to provide the Union an opportunity for meaningful input into such development and promulgation. Such notice and opportunity shall be provided at the earliest date possible.

Section 6: Alternate Structures

In lieu of the Labor/Management Committee provision set forth above, the parties may adopt mutually agreeable alternative committee structures and procedures. The parties have adopted the alternative set forth in Appendix D. If the parties cease using the alternative set forth in Appendix D, the provisions of this Article XIX will apply.

ARTICLE XX RETIREMENT SYSTEM & DEFERRED COMPENSATION PLAN

Section 1: Missouri Local Government Employees Retirement System

Upon completion of six (6) months of employment, an employee shall be enrolled in the Missouri Local Government Employees Retirement System (LAGERS). The City shall enroll all bargaining unit employees in the Local Government Employees Retirement System (LAGERS) Benefit Program L-6 in the first year of this Agreement.

Section 2: Deferred Compensation Plan

Members of Local No. 42 employed by the City shall be afforded the option of entering into a Deferred Compensation Plan governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood that the City will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that bargaining unit members may participate in, provided the City is required to incur no substantial additional costs as a result of offering such plan. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty

ARTICLE XXI PAYROLL DEDUCTIONS

Section 1: Credit Union

The City agrees to payroll deduction for a Union selected Credit Union provided the City is required to incur no significant additional costs as a result of offering such option.

ARTICLE XXII PAY

During the course of this Agreement, pay for the members of the bargaining unit shall be in accordance with this Article and the attached Appendices. Note: the attached Appendices do not reflect future increases resulting from the agreed upon cost of living adjustments.

Section 1: Wages

Bargaining Unit Members shall be moved up one pay step on the pay scale starting with the first full pay period in FY2016 (April 7, 2015).

Bargaining Unit Members upon receiving a satisfactory annual performance evaluation shall be moved up one pay step on the pay scale on their Hire Date or Rank Date, whichever is applicable in FY2016. (See the attached Appendix C for salary, and step increases)

Section 2: Promotion Increase

In the event that an employee is promoted, for pay purposes, he/she shall be advanced to the step on the salary schedule for the new rank that will result in at least a five percent (5%) increase in the employee's pay.

The promotion of any employee will establish a new anniversary date for pay purposes on the effective date of the promotion which will be referred to as their new rank date.

In no event will any promotional increase place the promoted employee above the top salary in the new rank.

Section 3: Working Out of Class (WOC)

Whenever a vacancy in the position of Captain, or Shift Commander (Battalion Chief) exist due to an absence or otherwise, a qualified employee in the next lower rank shall be work out of class for the length of the vacancy. Whenever such vacancy is for four (4) hours or more, the temporarily promoted employee's pay will be advanced to the first step of the pay range for that position for all hours served in that temporary position. In the event the employee's pay is above the first step in that pay range, the employee will be advanced to a step that represents a five percent (5%) increase above their current wage rate.

A list of employees determined to be qualified for temporary promotion shall be maintained by the Fire Chief and a copy provided to the Union. Opportunities for paid service as temporarily promoted employees shall be rotated as equally as practicable among all of the qualified employees on the shift on which the vacancy occurs.

When there is a vacancy in the position of Fire Apparatus Operator exist due to an absence or otherwise, a Senior Firefighter Paramedic, chosen by the Captain on duty, will have the duties of the Fire Apparatus operator for the hours of the absence.

ARTICLE XXIII AFFECTED BENEFITS

Those benefits, which were entered into and modified, are the only benefits affected. The union and the city agree that any change to working conditions or condition of employment not contained within this Collective Bargaining Agreement is subject to collective bargaining.

ARTICLE XXIV SAVINGS CLAUSE

If any provision of this agreement or the application of such provision should be rendered or declared by any court or be reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE XXV TERM OF AGREEMENT

Section 1: Term of Agreement

This Collective Bargaining Agreement will remain in effect until 07:59:59, April 1, 2018 for all articles other than Articles IV, XII, XIII, XX and XXII.

Articles IV, XII, XIII, XX and XXII will remain in effect until 07:59:59, April 1, 2016.

Section 2: Reopeners

Articles IV, XII, XIII, XX and XXII shall be reopened for negotiation beginning in January of 2016 and 2017 upon mutually agreeable dates and times for the purpose of establishing these articles having financial impact by the beginning of the next fiscal year. Reopening Article IV will not permit a reduction in force during the three year term of this Agreement.

Section 3: Renewal

This Agreement shall automatically renew thereafter and remain in effect from year to year, unless either party notifies the other in writing at least sixty (60) days prior to the expiration date, of a desire to modify the Agreement.

Section 4: Negotiations of New Agreement

Negotiations shall commence within forty-five (45) days of either party’s notification that it desires to modify this agreement. Such notification may be made between December 1, 2017 and April 1, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the _____ day of _____, 2015.

FOR THE UNION:

FOR THE CITY:

Ronald Trivitt, City Manager

William Galvin, President

Norman K. Larkey, Sr., Fire Chief

Steve Kratofil, Executive Board Member

Appendix A



**PAYROLL DEDUCTION AUTHORIZATION
FOR
UNION DUES**

NAME: _____

SOCIAL SECURITY #: _____

ADDRESS: _____

Effective this date, I hereby authorize the City of Belton, Missouri to deduct from my pay an amount equal to the dues charged members of Local No. 42 of the International Association of Fire Fighters (Local No. 42), including any amounts for other fees and/or assessments appropriately levied by the membership of Local No. 42. Currently, Local No. 42's membership dues are in the amount of _____ each pay period, as established by official action of the membership of Local No. 42.

I further authorize that amounts equal to future dues, fees and assessments are to be deducted from my pay at the rate established by appropriate action of the membership of Local No. 42, when such adjustments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or until the expiration of the Collective Bargaining Agreement, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and the City of Belton, Missouri, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

This authorization is in no way contingent upon my status as a member of Local No. 42.

SIGNATURE _____
DATE

**ADDITIONAL AUTHORIZATION FOR
DEDUCTION OF INITIATION FEE**

In addition to the above authorization, I am further directing and authorizing the City of Belton, Missouri to deduct the additional amount of _____ from my first pay check for payment of my IAFF Local No. 42 initiation fee.

SIGNATURE

Appendix B

**PAYROLL DEDUCTION AUTHORIZATION FOR
SERVICE AND REPRESENTATION FEE**

NAME: _____

SOCIAL SECURITY # _____

ADDRESS: _____

Effective this date, I hereby authorize City of Belton, Missouri, to deduct from my pay the amount of _____ each pay period as a service and representation fee to Local No. 42 of the International Association of Fire Fighters.

I further authorize for future adjusted service and representation fees to be deducted from my pay at the rate established by reasonable calculation of the Local when adjustments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or the expiration of the Collective Bargaining Agreement, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and to City of Kansas City, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

SIGNATURE

DATE

Appendix C

PAY SCALES

Firefighter-EMT	32
Firefighter-Paramedic	39
Senior Firefighter-Paramedic	41
Fire Apparatus Operator	43
Captain	47

Appendix D:

**PARTNERSHIP AGREEMENT FOR THE BELTON, MISSOURI,
FIRE DEPARTMENT LABOR/MANAGEMENT STEERING COMMITTEE**

I INTRODUCTION

The parties to this Agreement believe that the establishment of this Committee, under this agreement, is an appropriate and effective way to establish and maintain a cooperative relationship between management and labor. The parties further believe that a stable and productive work relationship between labor and management will be achieved resulting in positive and long term gains to management and labor and the public served by the Belton, Missouri, Fire Department (Fire Department or Department).

II STATEMENT OF PHILOSOPHY & PURPOSE

The Fire Department and its employees are committed to providing the highest level of emergency and non-emergency service to the citizens of Belton, Missouri, in the most efficient and cost-effective manner, while recognizing that all employees deserve to be valued and respected and that they deserve to be provided the resources necessary to deliver this service safely and professionally. The parties believe that the establishment and operation of this Committee will enhance the ability of the Department and its employees to fulfill this commitment.

It's the Committee's view that all issues arising in the workplace are best addressed through cooperative action. The Committee also recognizes that the persons who are affected by workplace operations, policies, rules, decisions and so forth, including contemplated changes to such operations, policies, rules, decisions and so forth, should be involved in the formulation, planning, analysis, implementation and/or change or improvement to such operations, policies, rules and decisions. The persons directly involved and affected are not only the most likely to have the best and most realistic ideas, but, also, deserve to be involved in decisions that affect the quality of their work and the quality of their work life.

It is the express role and purpose of the Committee to serve as a vehicle for bringing life to the philosophy and beliefs described herein. The Committee is committed to guide and develop projects, programs and ways of working that make it possible to improve the quality of work and the quality of working life of the members of the Belton, Missouri, Fire Department, while enhancing the delivery of emergency and non-emergency services to the citizens of Belton, Missouri.

III GROUND RULES

- A. **Parties:** The parties to this Agreement are Fire Administration, which is the senior management of the Belton, Mo. Fire Department (hereinafter "Department"). This includes the Fire Chief, Assistant Chief and all Battalion Chiefs. Local No. 42 of the International Association of Fire Fighters (hereinafter "Local 42"). Each party shall appoint its representatives to this Labor/Management Steering Committee (hereinafter "Committee" or "Steering Committee"), as provided for below.
- B. **Issues Addressed:** Labor/Management activities of the Committee shall be directed toward issues of mutual concern. While the issues mutually agreed upon to be addressed by the Committee shall not otherwise be limited, the Committee recognizes that it may not alter, amend or negate any provision of an existing memorandum of understanding, except by proper means and with proper authorization.
- C. **Voluntary Involvement:** Participation in the Committee, by the parties, Fire Administration, and Local 42, is voluntary. Any party may withdraw from the Committee at any time by providing written notice to the other parties. Further, as noted above, only those issues agreeable to all parties shall be addressed. Individual members and alternates of the various committees shall serve until replaced.

IV STEERING COMMITTEE, STANDING COMMITTEE & PROJECT TEAMS

This Agreement authorizes the establishment of the Steering Committee, certain Standing Committees and Project Teams.

- A. **Steering Committee:** Cooperative Labor/Management activities shall be overseen by the Steering Committee. The purpose of the Steering Committee is to act as the coordinating group and sanctioning body for all Labor/Management efforts and programs. Under no circumstances shall any joint Labor/Management effort be undertaken without the express approval of the Steering Committee.
 - a. The Steering Committee shall meet every other month to:
 - i) Communicate and discuss new issues, developments and concerns.
 - ii) Define and approve areas for organizational improvement activities and to establish priorities for such efforts.
 - iii) Establish and choose assignments for itself, the Standing Committees and Project Teams.

- iv) Review, guide, monitor and evaluate the work of all Labor Management activities, including the work of the Standing Committees and Project Teams.
- v) Decisions of the Steering Committee will be periodically communicated to the members of the Fire Department, in writing. In addition, the Steering Committee will publish and distribute an annual report.

b. Representation:

- i) The Steering Committee shall be a bilateral body composed of representatives, and an equal number of alternates, from Fire Administration, and Local 42.
- ii) Fire Administration shall have three (3) members, and three (3) alternates, on the Steering Committee, to be selected from the members of Fire Administration, in a manner decided by Fire Administration. In addition, Fire Administration shall have one non-voting member who shall serve as the logistical coordinator for the Committee.
- iii) Local 42 shall have three (3) members, and three (3) alternates, on the Steering Committee, to be selected from the members of Local 42, in a manner decided by Local 42, consistent with the constitutions and by-laws of the local and its international union.
- iv) Each party, Fire Administration, and Local 42, may appoint a number of alternates equal to the number of representatives the party has on the Steering Committee. A designated alternate may attend Steering Committee meetings, in the absence of one of the regularly appointed members. Other than filling in for an absent committee member, alternates will not be expected to attend Steering Committee meetings. Alternates will be trained prior to assuming any Committee duties.

B. Standing Committees:

- a. The Steering Committee will establish Standing Committees to address certain ongoing, year round Departmental issues. The committees referenced in the Collective Bargaining Agreement, will normally be standing committees.
- b. Representation on the Standing Committees will be as determined by the Steering Committee, unless otherwise specified in one of the memoranda of understanding.
- c. Standing Committees may designate sub-committees to address particular issues being considered.

- d. Final action by Standing Committees shall be in the form of recommendations to the Steering Committee, unless otherwise provided by the Steering Committee.
- e. Recommendations or other final action by Standing Committees, if approved and adopted by the Steering Committee, will be communicated by the Steering Committee, as provided for above.

C. Project Teams:

- a. The Steering Committee will establish Project Teams to address issues and projects of a specific nature and/or for a specific duration.
- b. Representation on the Project Teams will be as determined by the Steering Committee, unless otherwise specified in one of the Collective Bargaining Agreement.
- c. Project Teams may designate sub-committees to address particular issues being considered.
- d. Final action by Project Teams shall be in the form of recommendations to the Steering Committee, unless otherwise provided by the Steering Committee.
- e. Recommendations or other final action by Project Teams, if approved and adopted by the Steering Committee, will be communicated by the Steering Committee, as provided for above.

D. Leadership & Governance:

1. Steering Committee & Standing Committee Chairs:

- a. The Steering Committee, Standing Committees and Project Teams shall be jointly chaired by two (2) members, one (1) designated by each party, Fire Administration, and Local 42.
- b. The responsibility for chairing meetings of the Steering Committee and Standing Committees shall be rotated every other month, among Fire Administration, and Local 42.
- c. Chair responsibilities for Project Teams and Sub-Committees shall rotate as determined by the Steering Committee, with consideration of the likely duration of the Project Teams project.
- d. It is the joint responsibility of the Chairs to ensure committee progress and direction.

2. Governance:

- a. A quorum of the Steering Committee must be present to conduct business. A quorum shall consist of no less than five (5) members, including at least one (1) member or alternate from each party.
- b. Decisions of the Steering Committee, Standing Committees and Project Teams shall be by consensus.
- c. Consensus decision making shall be defined as follows:

A group reaches consensus when all members agree upon a single alternative, and each group can honestly say: I believe that you understand my point of view and that I understand yours. Whether or not I prefer this decision, I support it because — it was reached fairly and openly, and it is the best solution for us at this time.
- d. The Steering Committee, Standing Committees and Project Teams will keep minutes, which shall consist of a record all actions taken and decisions reached. Such minutes will be reviewed and approved at the meeting following the meeting at which they were recorded.

3. Steering Committee Coordinator (Coordinator):

- a. The Coordinator is responsible for keeping and posting regular minutes for the Steering Committee.
- b. The Coordinator is responsible for preparing and distributing meeting agendas and communicating the time and place of meetings.
- c. The coordinator will maintain a record of all meeting agendas and approved minutes.
- d. Standing Committees, Project Teams and Sub-Committees will designate a member to serve the Coordinator's role, as needed.

4. Facilitator(s):

- a. The Steering Committee may utilize a neutral facilitator to assist the Steering Committee, Standing Committees or Project Teams.
- b. The role of the facilitator may vary but is intended to assist the parties in constructing a long term, productive, working relationship.
- c. The facilitator shall be a neutral that is acceptable to all parties.

E. OTHER SUBJECT MATTER EXPERTS: The Steering Committee, Standing Committees, Project Teams and Sub-Committees may, from time to time, have

non-committee members participate in meetings because of their subject matter expertise. Such persons shall not have a vote in committee actions or decisions.

V COMMUNICATIONS

- A. Official Communications:** E-mail will be the official means of communications for the Steering Committee.
- B. Distribution and Publication of Minutes:** Minutes, once approved, will be distributed Department wide by e-mail, fax and posting on work site bulletin boards.
- C. Agendas and Meeting Times:** The Steering Committee will meet every other month on the _____ of the month, unless otherwise agreed upon. Each Steering Committee Co-Chair will be responsible for submitting agenda items to the Coordinator the at least seven (7) calendar days before the meeting. The Coordinator will provide meeting notice and agendas to all members no later than the Monday prior to the meeting. Standing Committees, Project Teams and Sub-Committees will follow a similar procedure.
- D. Additional Tracking and Documentation:** All committees and teams will be expected to track and document their activities and progress. Annually, or upon completion of an assignment, these tracking documents will be given to the Coordinator for filing. As noted, above, the Steering Committee will publish an annual report.

VI TRAINING & SUPPORT

Proper training will be provided to members of the Steering Committee, Standing Committees and Project Teams, in key skills such as problem analysis, problem solving, communications, active listening, team building, handling of differences and behavior for effective group functioning. At a minimum, all members and alternates will receive training in basic labor/management team concepts, this Agreement and the process of consensus based decision making.

VI TERM OF AGREEMENT

A. Date: This Agreement is effective the 1st day of April in the year 2015 and will remain in effect until terminated by one or more of the parties.

Any party may terminate this agreement by written notice to the other parties.

VII PARTIES TO AGREEMENT

NORMAN K. LARKEY, SR.
Director & Fire Chief (for Fire Administration)

WILLIAM "BILL" GALVIN
President, IAFF Local No. 42 (for Local 42)

STEVE KRATOFIL
Executive Board Member, IAFF Local No. 41 (for Local 42)