

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 42 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Gladstone, Missouri (the “City”) has recognized the International Association of Fire Fighters, Local No. 42 (the “Union”), as the representative for the purpose of collective bargaining for all full-time members of the City’s Fire Department, and part-time members if any, including Captains, Paramedic-Fire Fighters, and EMT-Fire Fighters; excluding Fire Chief, Battalion Chiefs, Fire Marshal, and clerical staff; and

WHEREAS, the City and the Union have negotiated the terms of a collective bargaining agreement between the parties; and

WHEREAS, on February 28, 2023, the membership of the Union voted to ratify the proposed collective bargaining agreement with the City; and


WHEREAS, the City Council desires to approve the collective bargaining agreement with the Union and authorize the City Manager to execute the agreement on behalf of the City.

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

SECTION 1: The City Manager is hereby authorized to execute the Collective Bargaining Agreement Between the City of Gladstone, Missouri and the International Association of Fire Fighters, Local No. 42 attached hereto as Exhibit A and incorporated herein by reference.


SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF MARCH, 2023.



Bill Garnos, Mayor

ATTEST:



Becky Jarrett, Deputy City Clerk

EXHIBIT A

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF
GLADSTONE, MISSOURI AND THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL NO. 42**

[see attached]

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GLADSTONE, MISSOURI

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 42

THROUGH JUNE 30, 2025

This Agreement is entered into by and between the **CITY OF GLADSTONE, MISSOURI** (the "City"), and the **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION NUMBER 42, GREATER KANSAS CITY FIRE FIGHTERS** (the "Union").

This Agreement represents the total and complete agreement between the City and the Union and its members. The City shall not negotiate or enter into any separate agreement with any member or group of members regarding any term or condition of employment under this Agreement without the Union's approval.

No changes in the language or provisions of this Agreement shall occur without approval of both the majority of the Gladstone Local 42 Union membership and the City Council. Letters of Understanding not inconsistent with this Agreement may be negotiated between Local 42 and the City Manager. All Letters of Understanding shall be numbered, dated and signed or initialed by the Union Officials and the City Manager. Where conflict exists, this Agreement shall supersede all other City policies or Departmental SOGs.

ARTICLE I - RECOGNITION AND UNION SECURITY

Section 1. Recognition

1.1.1 The City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all full-time members of the Gladstone Fire Department, and part-time members if any, including Captains, Paramedic-Fire Fighters, and EMT-Fire Fighters; excluding Fire Chief, Battalion Chiefs, Fire Marshal, and clerical staff.

1.1.2 In the event that the City proposes a new bargaining unit position, the City and the Union shall negotiate over the proposed new position. The City agrees to discuss 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.

Section 2. Union Security

1.2.1 The City will not discharge or discriminate against members of the bargaining unit because of membership in the Union or because of lawful Union activities. The Union and its members agree they will at all times respond to fire and emergency calls in a normal manner consistent with the highest standard of patient care and public safety, and will properly maintain all fire and emergency equipment and facilities.

1.2.2 The City and the Union agree not to discriminate against members because of race, religion, color, ancestry, national origin, sex, disability, genetic identity, gender identity, military service status, sexual orientation, or membership in any other protected category under the law.

Section 3. Dues Deduction

1.3.1 The Union shall provide payroll direct deposit forms to the member to complete for automatic payroll direct deposit, to cover union dues, fees, and assessments from the salaries of

those members of the bargaining unit who authorize such in writing (pursuant to the authorization form attached as Appendix A). Such deduction authorizations shall be irrevocable for one (1) year or until the expiration of this Agreement, whichever occurs first. Notice of revocation must be in writing, with a copy to the Union and the City, in accordance with the procedures set forth in the authorization forms.

1.3.2 Amounts withheld pursuant to this Section will be forwarded to the Secretary-Treasurer of the Union on a monthly basis, at the business address specified by the Union, at no cost to the Union. The Union shall provide advance notice of any changes in the amounts for dues and other fees or assessments.

1.3.3 The Union agrees to defend, indemnify and hold the City harmless in the event any member brings a claim against the City based on the City's compliance with the provisions of this Section.

Section 4. Political Action Committee

The City shall provide for the option of contributing to a Political Action Committee(s) or Continuing Committee(s) designated by the Union or member through direct deposit.

Section 5. Union Business

1.5.1 Members who are City employees shall be allowed to perform union business when on duty with full pay, provided their union activities do not interfere in any way with performance of their assigned job functions. City employees who perform union business when off duty shall do so on their own time. In the event City management determines members should perform union business on an uninterrupted basis (e.g. during meetings with management or during collective bargaining), management may release one or more members of the Union's choosing from duty but allow them to remain on the clock. In such cases, the members may be responsible for obtaining coverage for their positions.

Section 6. Union Meetings & Insignia

1.6.1 The Union may hold meetings pertinent to union business on City property, provided that permission for such meeting is obtained in advance from the Fire Chief or his/her designated representative. Except with permission of the Fire Chief, Department apparatus shall not vacate their assigned districts to attend such meetings.

1.6.2 Approved IAFF and/or Local 42 insignia may be displayed on helmets and t-shirts.

Section 7. Notification of Rules

The Union shall be provided a copy of any new Policy or Standard Operating Guideline that 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 within a reasonable period of time after the changes are received.

Section 8. Access to Information

The City agrees to provide the Union with information relevant to the Union's performance of its duties as the exclusive representative of the bargaining unit, upon request. When requested information includes individually identifiable employee medical data subject to the protections of the ADA, the Union shall first obtain a release from the individual member and provide a copy of same to the City. The Union shall treat any information regarding medical calls as strictly confidential and shall only disclose such information to its own officers, attorneys, and individuals involved on the calls.

Section 9. Bulletin Boards

The Union shall be permitted to maintain, at each station house, one bulletin board to be used exclusively for union business.

Section 10. Union Officers

The Union shall promptly notify the City of the identity of its representatives and of any changes in the identity of those individuals. Designated Union representatives shall have the right to assist in the administration of this Agreement and meet and communicate with Union members, provided that such activities do not interfere in any way with the operations of the Department.

Section 11. Political Activity

No appointed officer or member, while in uniform, or on duty, or performing their official duties, or participating in sponsored activities of the City, shall:

- 1) Directly or indirectly promote or oppose a candidate for election to a City or local office, or any local ballot initiative.
- 2) Display or distribute badges, buttons, signs, stickers, or other printed material that indicate support for, or opposition to, a candidate for election to a city, county, state, or federal office, or other political subdivision, or for any local ballot initiative. However, a bumper sticker affixed to any private vehicle shall be permitted.

ARTICLE II - MANAGEMENT RIGHTS AND NO-STRIKE

Section 1. Management Rights

Except as otherwise provided in this Agreement, the City retains the right to operate and manage the Fire Department, including but not limited to the right to:

1. Determine the mission of the Department;
2. Direct the working forces;
3. Hire, promote, assign, or transfer employees;
4. Discipline or discharge employees for just cause;
5. Change existing methods of operation, facilities, or equipment;
6. Maintain the efficiency of the operation of the Department;
7. Take whatever actions may be necessary to carry out the mission of the Department;
8. Promulgate, make, amend, and/or rescind reasonable policies and SOGs (including but not limited to policies and guidelines governing professional standards, conduct, job performance, attendance, appearance, safety, and other relevant standards of personal behavior) consistent with this Agreement, as provided herein.

Section 2. No-Strike Clause

The Union and its members agree that there will be no strikes, sympathy strikes, work stoppages, sick-outs, slow-downs, sit-downs, refusal to perform work, or job action of any kind, or any other concerted interference with City operations, or use of concerted picketing action directed toward City operations, during the term of this Agreement.

Section 3. Subcontracting

During the term of this Agreement, the City will not contract out work presently performed exclusively by bargaining unit members without fifteen (15) days advance written notice to the Union and negotiations over the impacts to bargaining unit members.

ARTICLE III – SENIORITY

Section 1. Definition

3.1.1 Seniority shall be measured from a member's date of hire full-time. Time in rank shall be measured from a member's last date of promotion or reclassification.

Section 2. Seniority of Returning Members

Employees who terminate employment with the City and are later re-hired shall not receive bargaining unit or time-in-rank seniority based on previous service. Previous service with the City will not be counted for determining amount of vacation or other benefits which are based on actual service.

Section 3. Introductory Period

3.3.1 The City has established, and the Union agreed to, a one (1) year introductory period for newly hired members of the Fire Department. During the introductory period, the grievance arbitration and just cause of this Agreement shall not apply to discipline and discharge decisions, and the Fire Chief shall have the authority to assign such employees to shifts and stations without regard to the seniority-based bidding provisions of the Agreement. Leaves of absence or other extended (more than one week) leave periods shall extend the introductory period by a length of time equal to the leave.

ARTICLE IV – STAFFING, VACANCIES and PROMOTIONS

Section 1. Minimum Staffing

The City shall hire and maintain sufficient personnel to staff the Fire Department with eleven (11) bargaining unit members per shift, and one (1) additional member assigned to fill Kelly-day Paramedic vacancies on any shift. The full complement of bargaining unit members for the Department shall consist of thirty-four (34) employees in total, with sixteen (16) Paramedic positions.

Minimum daily staffing shall consist of eight (8) bargaining unit personnel, four (4) of which shall be Paramedics, two (2) of which shall be Captains (or Paramedics working out-of-class), and two (2) of which shall be EMTs.

Section 2. Vacancies - Fire Fighter

Vacancies in Fire Fighting ranks shall be anticipated by the City so that the City can maintain a pool of applicants from which vacancies can be filled as they occur.

Section 3. Promotions and Vacancies

When promoting an employee to fill any vacancy, the top three candidates from the promotional list shall interview with the Fire Chief, and the Fire Chief shall promote from among those three based on his or her assessment of overall skill, ability, and job performance. In the event the Fire Chief promotes out of the order of the ranked list, written notice including justification will be provided to the Union and to the candidate(s) who were skipped.

Section 4. Bids and Transfers

4.5.1 Daily Reassignment of Personnel. The City retains the right to temporarily reassign a member when the mission of the Department or interest of the community so requires, but re-assignments shall not be used as a form of punishment.

4.5.2 Mandatory Shift Transfers

4.4.2.1 If necessary, the City may require shift transfers between or among members.

4.4.2.2 Personnel affected by such involuntary shift transfers shall be notified a minimum of thirty (30) days prior to the date of any transfer, unless circumstances require immediate transfer (e.g. to address harassment claims).

4.4.2.3 If an involuntary transfer interferes with any scheduled vacation, the member will be given the option of taking the scheduled time as planned or re-scheduling the vacation days affected. Any re-scheduling of vacation under this provision shall be to open days only and the member will not be allowed to displace another member's vacation.

ARTICLE V - GENERAL PROVISIONS

Section 1. Duties

5.1.1 The duties of bargaining unit members of the Gladstone Fire Department shall be those described in and consistent with City Policies and the Standard Operating Guidelines of the department. Members of the Gladstone Fire Department shall not be detailed to duties unrelated to the mission of the Fire Department, except as may be required in situations of emergency and then only for the duration of the emergency.

5.1.2 In the event of an emergency as declared by the Governor of the State of Missouri,

or the City, those duties shall be whatever is necessary to carry out the mission of the City.

5.1.3 No member will be sent into an active crime scene area until such area has been secured by law enforcement. As used in this Agreement, "active crime scene" means an area which a crime or potentially violent situation is in progress and which has not yet been secured by law enforcement personnel.

Section 2. Training, Inspections and Activities

5.2.1 Training and inspections are a regular and normal part of the duties of members in the bargaining unit. However, firefighting units will not be required to engage in certain activities under the conditions set forth below:

5.2.2 Prescribed outside training or activities will not be required of firefighting units during periods of lightning or thunderstorms at the training site or when the temperature is below 35 degrees F or above 95 degrees F.

5.2.3 Outdoor routine inspections or preventative maintenance will be deferred during periods of the day when the temperature is below 32 degrees F or above 95 degrees F if it is reasonably possible and does not interfere with the mission of the City.

5.2.4 The above temperature limitations may be suspended by the Fire Chief when temperatures above or below the designated limits continue for an unusually long period of time, when the mission of the City would be impaired by a continued suspension of training or inspection or preventative maintenance activity, or when it is a weather-related training activity i.e., ice rescue, water rescue. The temperatures mentioned above are official National Weather Service outside temperatures recorded at the Kansas City International Airport.

5.2.5 Bargaining unit members will be permitted to wear a Department-approved T-shirt during any training activity when the temperature is above 75 degrees F, provided proper PPE for the specific training is worn as necessary.

Section 3. Standby Time

Standby time shall be the hours from 1700 until 0800 each day. Routine inspections, training, and testing should not be scheduled during standby time. Standby time is defined as the hours of a shift outside normal working hours, in which no routine activities will be scheduled. During the standby time period, equipment will be maintained in a manner that ensures readiness to respond to any emergency situation. Both parties agree that special circumstances may arise which require that some duties be performed during standby time to further the mission and goals of the Fire Department (e.g., to abate a life safety hazard in a place of public assembly, special evening training, or other activities).

Section 4. Facilities

The City will properly maintain its fire stations to ensure reasonable living conditions for department personnel at all times.

ARTICLE VI - HOURS AND OVERTIME

Section 1. Hours

6.1.1 Bargaining unit members will be scheduled to work 24 hours on duty, followed by 48 hours off duty, on a 212 hour/28-day work period FLSA cycle.

6.1.2 Bargaining unit members will schedule 4 Kelly (unpaid, non-working) days per

calendar year, chosen in seniority order.

Section 2. Trading Time

The trading of time by members is permitted provided that the member trading into the shift is qualified to perform the duties of the member trading out of the shift, all affected shift Captains are notified at least 24 hours in advance, and all trades occur within the same 28-day FLSA cycle. Trades must be documented in a manner that allows the City to historically determine which person actually worked on any given date or shift.

Section 3. Overtime

6.3.1 Bargaining unit members shall be paid overtime at the rate of time-and-one-half for all hours actually worked in excess 212 hours in any 28-day work period.

6.3.2 In the event that the Department is unable to meet minimum staffing requirements with voluntary overtime, mandatory overtime will be enforced. Members will be mandated in reverse seniority order of those not on duty during the overtime shift needing filled. Members who take voluntary overtime will be excluded from the mandatory overtime list for a period of two (2) weeks after each overtime shift they work, provided other qualified personnel are available. Each member shall have the right to exercise two (2) refusals of mandatory overtime per calendar year, provided other qualified personnel are available. The seniority lists for mandatory overtime will reset at 12:01 a.m. on January 1st of each year.

Section 4. Callback Pay

6.4.1. Any bargaining unit member who is called back to work for after leaving their regular shift shall be compensated for a minimum of two (2) hours of work or the actual

time worked, whichever is greater, at the rate of time and one-half, regardless of the number of hours worked during that pay period. Callback pay does not apply to extra work immediately prior to or following a member's worked shift.

ARTICLE VII - VACATIONS, HOLIDAYS, AND SPECIAL LEAVE

Section 1. Vacations

7.1.1 Vacation leave shall be earned, accrued, and used consistent with City policy.

7.1.2. Full-time members who are terminated or resign with less than six (6) months of service will not be paid for any accrued vacation time. Upon termination or resignation, after six (6) months of service, the member shall be compensated for all accrued, unused vacation leave at the member's hourly rate at the time used or paid out. In case of death, compensation shall be paid to the beneficiary or executor of the member's estate.

Section 2. Holidays

7.2.1 Bargaining unit members shall receive holiday as provided under City policy.

Section 3. Funeral Leave

7.3.1 Bargaining unit members shall be eligible for paid funeral leave as provided under City policy.

Section 4. Leave of Absence

7.4.1 A leave of absence without pay may also be granted by the City Manager for special circumstances. The member on leave of absence without pay must submit any

monthly deduction normally taken from his/her paycheck for all insurance plans in order to continue coverage while on leave. The City's portion of the monthly insurance premium will be continued for a period up to 90 days. Premium payments shall be made to the City by the first day of each month for the duration of the leave of absence.

Section 5. Jury Leave/Court Appearances

Section 7.5.1. Jury Duty. Bargaining unit members shall be entitled to paid time off consistent with City policy.

Section 7.5.2. Court Appearances. If any bargaining unit member is summoned to testify in a legal proceeding as a result of his or her performance of official duties, the member shall be granted paid time off. If any bargaining unit member participates in a legal proceeding either as a party or a witness for any other reason, the member shall be allowed to use available vacation or granted time off without pay.

Section 6. Family and Medical Leave

Section 7.6.1. Bargaining unit members shall be entitled to take Family and Medical Leave as provided in City policy and consistent with Federal law.

ARTICLE VIII - CLOTHING

Section 1. Issued Uniform

8.1.1 The City shall furnish uniforms and NFPA-compliant personal protective equipment to all bargaining unit members, which shall be replaced at the City's expense when worn out through normal use or destroyed or damaged beyond repair. Employees may be held financially responsible for loss resulting from gross negligence or misconduct. The clothing issued to all bargaining unit

members shall consist of a minimum of:

- A. 2 sets Bunker Pants, Coat, Hood, Gloves [pending grant approval for new gear]
- B. 1 set Boots, Helmet, SCBA Facepiece
- C. Class A Shirt
- D. Uniform Pants – Navy Blue
- E. Nametag
- F. Badge – Silver
- G. Collar Brass – Silver
- H. GFD – Jobshirt
- I. GFD – Winter Hat
- J. Winter Coat

8.1.2 Issued items worn out, damaged, lost or stolen will be replaced one for one. Replacement shall be at the City's cost, unless the item was lost, damaged, or stolen due to the member's gross negligence or misconduct. The member shall notify his or her shift Captain in writing to request repair or replacement as soon as possible.

ARTICLE IX – INSURANCE AND BENEFITS

Section 1. Medical Insurance

9.1.1 Bargaining unit members shall participate in the City's health insurance program on the same basis as all other City employees.

Section 2. Life Insurance Coverage and Accidental Death and Dismemberment Insurance.

9.2.1 Bargaining unit members shall participate in the City's Life Insurance and AD&D benefit programs on the same basis as all other City employees.

Section 3. Disability Insurance.

9.3.1 Bargaining unit members shall participate in the City's Long Term Disability benefit program on the same basis as all other City employees.

Section 4. Benefits Advisory Committee

9.4.1 The Union shall have the right to appoint one member to the Benefits Advisory Committee. The City will present and discuss any changes to its employee benefit programs with the Committee prior to implementation.

Section 5. Retirement Benefits

9.5.1 Bargaining unit members shall participate in the City's retirement programs on the same basis as all other City employees. During the term of this Agreement, bargaining unit members' Missouri LAGERS benefits shall not be reduced, nor shall the percentage contributed by members be increased, without first entering into good faith negotiations with the Union over any such changes.

ARTICLE X - SICK LEAVE

Section 1. Uses and accrual.

10.1.1 Sick leave may be used for temporary absence due to illness or injury, including healthcare appointments. Sick leave may be used for the member, or the member's immediate family, including, but not limited to: spouse, parents, siblings, children, grandparents, grandchildren, in-laws and step relations. Sick leave shall run concurrently with FMLA leave, where applicable.

10.1.2 Bargaining unit members shall accrue, use, and be paid for sick leave upon separation on the same basis as all other City employees.

10.1.3 Allegations of sick leave abuse may be investigated. Any discipline arising from such investigation will comport with the just cause provisions of this Agreement and be subject to the grievance procedure.

ARTICLE XI - INJURIES ON JOB

11.1.1 Bargaining unit members who are unable to work due to an on-the-job injury or accident shall receive pay and benefits as provided under City policy and consistent with State law.

ARTICLE XII – PAY

Section 1. Wages

12.1.1 **Wage Increases.** All bargaining unit members shall receive pay increases in the amount of 3% on November 1, 2023 and 3% on November 1, 2024.

12.1.2 **No “Topped Out” Personnel During the Life of this Agreement.** The existing City of Gladstone, MO EMS/Fire Pay Structure shall remain in place throughout the term of this Agreement. However, any employee who has reached the top step in the pay structure by November 1, 2023, and/or November 1, 2024, shall still receive their scheduled 3% increase as set out above.

12.1.3 **New Hires.** Newly hired employees will start at the appropriate step based on their job classification and any credited prior experience, as determined by the Fire Chief. New hires who start between November 1 and April 30 shall receive their first increase on the next following November 1. New hires who start between May 1 and October 31 in any given year will receive

their first increase on November 1 in the next upcoming calendar year.

12.1.4 Promotions. Employees who are promoted will move immediately to the lowest step in the Pay Structure for the promoted position that constitutes a pay increase in any amount. On the next upcoming November 1 following the promotion, they will move up to the next higher step in the Pay Structure within their new classification.

Section 2. Work Out of Class (WOC) Incentive

12.2.1 Members assigned to work out of class to fulfill the role of Captain or Battalion Chief for two or more consecutive shifts will receive an additional \$25.00 for all shifts worked in that capacity. The WOC incentive does not apply to voluntary shift trades.

ARTICLE XIII - DISCIPLINARY PROCEEDINGS

Any time an employee is called before an officer or a supervisor outside the bargaining unit for the purpose of considering or executing disciplinary action, the employee shall have the right to be represented by the Union. The member shall be given adequate time to obtain such representation upon request, which representation must be available no later than the member's next-upcoming shift, unless the parties agree otherwise due to extraordinary circumstances.

The right to Union representation, as referenced above, includes occasions when members are formally confronted by officers or supervisors outside the bargaining unit for any reason that is reasonably contemplated to lead to disciplinary action, including: an investigatory interview; a formal meeting to consider a problem related to performance, behavior or conduct; and/or proceedings in which discipline is discussed or administered. Such right is not intended to arise in the day-to-day communications between employees and supervisors nor in the case when a supervisor is discussing or presenting an employee's regular performance evaluation.

Two (2) Union representatives and two (2) Management representatives will be the normal limits allowed for the purposes of considering grievances and discipline.

The City is committed to a process of progressive discipline. The specific level of discipline issued in each case shall depend on the overall seriousness of the behavior or performance problem, any mitigating or aggravating circumstances, and the member's overall work record with the City. Bargaining unit members shall not be disciplined without just cause.

ARTICLE XIV- 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 or arising out of disciplinary action, above a verbal warning. The grievance and arbitration procedure established herein shall constitute the exclusive method for resolving any dispute regarding the application or interpretation of this Agreement, including but not limited to any claim that the City has issued discipline without just cause.

Section 1. Grievances

Step One:

On behalf of a member or members, the Union shall first present a grievance in writing to the supervisor under whose authority the grievance occurred, within fifteen (15) calendar days of the action or incident in question. If the grievance involves the supervisor in question, the grievance may be submitted directly to the Fire Chief, or in the case of extended absence his or her designee, as set forth in Step Two below. An appropriate investigation regarding the circumstances giving rise to the grievance will be conducted. An answer to the grievance will be provided to the Union within fifteen (15) calendar days after it is presented.

Step Two:

If the matter is not satisfactorily resolved in Step One, the employee with the Union may within fifteen (15) calendar days of receiving the answer at Step One advance the grievance to the Fire Chief. The Fire Chief shall meet with the employee and the Union to further consider the grievance. The Fire Chief will consider the facts presented by the employee and the Union and may, if necessary, conduct an additional investigation. The Fire Chief shall issue his/her decision in writing within fifteen (15) calendar days of the meeting with the employee and the Union.

Step Three:

If the matter is not satisfactorily resolved in Step Two, the Union may within-fifteen (15) calendar days of receiving the answer at Step Two advance the grievance to the City Manager. The City Manager shall meet with the employee, the Union, and any members of Management the City Manager wishes to invite, to further consider the grievance. The City Manager will consider the facts presented by the employee and the Union and, may if necessary, conduct an additional investigation. The City Manager shall issue his/her decision in writing, within thirty (30) calendar days of the meeting with the employee and the Union.

Grievances involving termination for cause shall be submitted to the City Manager at Step Three within fifteen (15) calendar days of the effective date of the termination.

Section 2. Union Grievances

The Union may directly initiate a grievance involving the interpretation or application of this Agreement or matters beyond the jurisdiction of any one supervisor at the supervisory level implicated or at one (1) level above such supervisory level. Such grievances will be processed in accordance with the Steps and time frames set forth above.

Section 4. Final Arbitration

Grievances may be settled at any of the Steps of the grievance procedure and if the resolution is reduced to writing and signed by both the City and the Union, such resolution shall be final to the grievance. Grievance settlements shall not set a precedent between the parties unless the written settlement expressly states that it is intended to set a precedent and is signed by the City Manager and a duly appointed representative of the Union.

If the grievance is not resolved by the steps set forth above, the matter may be submitted to binding arbitration at the request of either the City or the Union. In the event that the parties cannot agree upon an arbitrator, the arbitrator will be selected from a sub-regional panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. Prior to striking the panel, each party will have the right to reject one FMCS panel if it is deemed unacceptable by the party. The parties will successively strike names from the FMCS panel until the name of one (1) arbitrator remains, who shall be the arbitrator empowered to resolve the grievance. The parties will flip a coin to determine which party takes the first strike. Each party shall bear its own costs of arbitration. The parties will share the cost of the arbitrator and any court reporter equally between them.

Section 5. Time Limits

The time limits set forth in this Article are binding, unless waived by mutual agreement of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure of the City to respond within the time limits set forth above shall result in the grievance automatically moving to the next step. Failure of the employee and/or the Union to comply with the time limits shall result in the grievance being dropped.

ARTICLE XV - LABOR MANAGEMENT COMMITTEE

Section 1. Composition

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 Times

The Committee shall meet at least each quarter at a time agreeable to both parties. The Committee shall also be convened within ten (10) calendar days of a request from either the Union or the City to address issues of a critical or emergency nature.

Section 3. Informal Labor-Management Communication

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. Scope

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

Section 5. Purpose

The purpose of this committee is to facilitate harmonious Labor-Management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussions regarding the implementation of any new policies or procedures that may affect the bargaining unit members.

ARTICLE XVI – MISCELLANEOUS

Section 1. Reductions

16.1.1 In the event The City determines that there is a budgetary need or other good reason to reduce the workforce of the Fire Department, members of the Fire Department performing bargaining unit work shall be demoted, furloughed and/or laid off in the following order:

1. Members serving their introductory period;
2. Members who have completed their introductory period.

16.1.2. Members shall be identified for reduction in force on the basis of seniority within their rank. In cases of identical seniority, in rank, the order of reduction shall be determined by each member's original place on the applicable promotional or hiring list.

16.1.3 Regular members and the Union shall be given at least ninety (90) calendar days' notice of any reduction in force, if practical. In no event shall members of the Union be given less than fifteen (15) calendar days advance notice, or pay in lieu thereof, prior to any reduction in force. Such notice to the Union shall be by email or hand-delivery, and shall include the reasons for the reduction in force.

16.1.4 In the event a bargaining unit member is to be furloughed or laid off in excess of sixty (60) days, s/he may, at his/her option, be paid for any accrued leave as if s/he was separating from service due to retirement.

16.1.5 Any member who believes s/he has been improperly demoted, furloughed, or laid off shall have the right to appeal such action through the grievance procedure.

16.1.6 Members furloughed or laid off will retain the right to be re-employed in reverse order of the furlough or layoff for a period of two (2) years. A member who accepts recall will be expected to report within fifteen (15) calendar days.

ARTICLE XVII - SAVINGS CLAUSE

Section 1. Savings Clause

17.1.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any Court action, legislation, or regulation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XVIII - TERM OF AGREEMENT

Section 1. Term of Agreement


This Agreement shall be effective upon ratification by the bargaining unit and approval by the City Council, and shall remain in full force and effect until June 30, 2025. It shall be automatically renewed thereafter and remain in effect from year to year thereafter, unless either party notifies the other, in writing, prior to the expiration date, of a desire to modify the agreement. Such notification may be made between December 1st and December 31st, prior to expiration.

Section 2. Negotiations

18.2.1 Negotiations shall commence within a reasonable period following either party's notification that it desires to modify or amend this agreement.

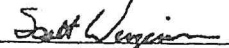
18.2.2 This Agreement shall remain in full force and effect during the period of negotiations, until such time as the parties reach either agreement or impasse.

FOR THE UNION:


Dan Heizman, President


Eric Rose, Secretary/Treasurer

FOR THE CITY:

 3/14/2023
Scott Wingerson, City Manager

**PAYROLL DEDUCTION AUTHORIZATION
FOR
UNION DUES**

NAME:

ADDRESS:

LAST FOUR DIGITS OF EMPLOYEE'S SSN:

Effective this date, I hereby authorize the City of Gladstone, 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 (assuming twenty-six pay periods per year), 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, so long as the Union provides timely notice to the City of the new deduction rate.

This authorization shall be irrevocable for one (1) year or until the expiration of the Agreement,

whichever occurs first. Thereafter, revocation may be made by written notice to the Union, by certified mail, postmarked within seven (7) days of the anniversary of this Authorization, and by written notice delivered in person or via email to the Payroll Department of City of Gladstone, Missouri, also within seven (7) days of the anniversary date of this Authorization.

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

SIGNATURE

DATE



Request for Council Action

RES # City Clerk Only

BILL # 23-14

ORD # 4.633

Date: 3/1/2023

Department: General Administration

Meeting Date Requested: 3/13/2023

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: Collective Bargaining Agreement between the City of Gladstone and IAFF Local 42.

Background: IAFF Local 42 represents firefighters, EMTs, paramedics, and captains. Over the last several months, the City has been bargaining in good faith with Local 42. Those negotiations have resulted in the attached Collective Bargaining Agreement. This Agreement was ratified by the Local 42 membership on February 28, 2023. Staff recommends approval of this Agreement.

Budget Discussion: Funds are budgeted in the amount of \$ from the N/A Fund. Ongoing costs are estimated to be \$ annually. Previous years' funding was \$.

Public/Board/Staff Input:

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Scott Wingerson
City Manager

JM
City Attorney