



REPUBLIC
MISSOURI

AGENDA

City Council Meeting
Municipal Court Building, 540 Civic Blvd
January 23, 2024 at 6:00 PM

Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Justin Neal, Ward IV

Eric Franklin, Ward I
Darran Campbell, Ward II
Brian Fields, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

- [1.](#) Approve the January 11, 2024 City Council Minutes.

Board, Commission, and Committee Schedule

| | |
|-----------------------------|-------------------------------|
| Board of Adjustment Meeting | February 1, 2024-Cancelled |
| City Council Workshop | February 6, 2024 at 5:00 p.m. |
| City Council Meeting | February 6, 2024 |
| Planning & Zoning Meeting | February 12, 2024 |
| City Council Meeting | February 20, 2024 |

Old Business and Tabled Items

- [2.](#) 24-01 An Ordinance of the City Council Amending the Employee Handbook.
- [3.](#) 24-02 An Ordinance of the City Council Approving the Collective Bargaining Agreement Between the City and the Southern Missouri Professional Fire Fighters Local 152, the Bargaining Unit of the Republic Fire Department and Authorizing the City Administrator to Execute the Same on Behalf of the City.
- [4.](#) 24-03 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.29 Acres of Real Property Located at 1167 North Oakwood Avenue, from Agricultural (AG) to General Commercial (C-2).
- [5.](#) 24-04 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 1.08 Acres of Real Property Located at 505 West Brookfield Street, from General Commercial (C-2) to Multi-Family Residential (R-3).

New Business (First Reading of Ordinances)

- [6.](#) 24-05 An Ordinance of the City Council Amending Title III, Chapter 300, Section 300.020 ("Definitions"), and Adding New Section 340.125 ("Golf Carts And Utility Task Vehicles") to Title III, Chapter 340, of the Municipal Code of the City of Republic, Missouri.
- [7.](#) 24-06 An Ordinance of the City Council Authorizing the City to Participate in the Missouri Fire Fighters Critical Illness Trust and Pool and Authorizing the City Administrator to Execute the Necessary Documentation to Secure the City's Participation.

Other Business (Resolutions)

Finance Report

Individuals addressing the Council are asked to step to the microphone and clearly state their name and address before speaking. In accordance with ADA guidelines, if you need special accommodations to attend any city meeting, please notify the City Clerk's Office at 417-732-3101 at least three days prior to the scheduled meeting. **All meetings are recorded for public viewing.**

Reports from Staff

Executive Session: *No further action, other than announcing adjournment by the Mayor, shall take place after an Executive Session that is scheduled as the last matter on the Agenda unless otherwise stated on the Agenda or as allowed per RSMo. 610.02.*

1. RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record.
2. RSMo 610.021.13 Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. Closed session. Closed vote. Closed record.

Adjournment



MINUTES

City Council Meeting Municipal Court Building, 540 Civic Blvd January 11, 2024 at 6:00 PM

- Matt Russell, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Justin Neal, Ward IV
- Eric Franklin, Ward I
- Darran Campbell, Ward II
- Brian Fields, Ward III
- Clint Gerlek, Ward IV

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Darran Campbell, Eric Franklin, Garry Wilson, Eric Gerke, Brian Fields, Justin Neal, Chris Updike, and Clint Gerlek. Others in attendance were: City Administrator David Cameron, City Attorney Megan McCullough, Police Major Jamie Burks, Fire Chief Duane Compton, Finance Director Bob Ford, Assistant City Administrator-Community Development Andrew Nelson, City Clerk Laura Burbridge, IT Director Chris Crosby, Chief of Staff Lisa Addington, Associate Planner Patrick Ruiz, Aquatics Administrator/Recreation Coordinator Emma Dulin, Recreation Superintendent Garrett Cline, Principal Planner Chris Tabor, Data and Security Supervisor Michael Sallee, Planning Manager Karen Haynes, Recreation Superintendent Garrett Cline, and Captain Travis Liska.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Russell opened citizen participation at 6:00 p.m. No one came forward so Mayor Russell closed citizen participation at 6:01 p.m.

Consent Agenda

Motion was made by Council Member Updike and seconded by Council Member Neal to approve the consent agenda. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

1. Approve December 12, 2023 City Council Minutes.
2. Approve Vendor List.
3. As per RSMo. 109.230(4), City records that are on file in the City Clerk’s office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State’s office.
4. 24-R-01 A Resolution of the City Council Authorizing the Overage Amount to Purchase and Safety Equip Two (2) New Police Department Vehicles.

Board, Commission, and Committee Schedule

| | |
|-----------------------------|----------------------------|
| City Council Meeting | January 23, 2024 |
| Board of Adjustment Meeting | February 1, 2024-Cancelled |
| City Council Meeting | February 6, 2024 |
| Planning & Zoning Meeting | February 12, 2024 |



Old Business and Tabled Items

5. **23-61 An Ordinance of the City Council Approving the Final Plat of Greenfield Estates Subdivision. (Tabled from December 12, 2023)**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the second reading of Bill 23-61 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor were available to answer questions. Council Member Wilson motioned for the passage of Bill 23-61. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

6. **23-62 An Ordinance of the City Council Approving the Final Plat of the Stone Creek Falls Phase Two Subdivision.**

Motion was made by Council Member Fields and seconded by Council Member Franklin to have the second reading of Bill 23-62 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor were available to answer questions. Council Member Franklin motioned for the passage of Bill 23-62. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion carried.

7. **23-63 An Ordinance of the City Council Calling an Election on the Question of Whether to Impose an Additional Three Percent Sales Tax on Tangible Personal Property Retail Sales of Adult Use (Non-Medical) Marijuana Sold Within the City, Pursuant to Article XIV, Section 2.6(5) of the Missouri Constitution; Calling an Election to be Held on April 2, 2024 on the Proposed Sales Tax; and Authorizing and Directing the City Clerk to Give Notice to the County Clerk of Said Election.**

Motion was made by Council Member Neal and seconded by Council Member Fields to have the second reading of Bill 23-63 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Laura Burbridge were available to answer questions. Council Member Wilson motioned for the passage of Bill 23-63. Council Member Neal seconded. A roll call vote was taken. The vote was 5 Aye-Neal, Gerke, Wilson, Campbell, and Gerlek. 3 Nay-Franklin, Fields, and Updike. Motion carried.

8. **23-64 An Ordinance of the City Council Proposing Amendments to the City Charter Pertaining to the Appointment, Term and Minimum Qualifications and Duties of the City Attorney; Calling an Election to be Held on April 2, 2024 on the Proposed Amendments; Authorizing and Directing the City Clerk to Give Notice to the County Clerk of Said Election, and Providing for Enactment of the Proposed Amendments if Approved.**

Motion was made by Council Member Updike and seconded by Council Member Fields to have the second reading of Bill 23-64 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Laura Burbridge were available to answer questions. Council Member Neal motioned for the passage of Bill 23-64. Council Member Updike seconded. A roll call vote was taken. The vote was 8 Aye-Fields, Franklin, Wilson, Gerlek, Campbell, Gerke, Neal, and Updike. 0 Nay. Motion carried.

9. **23-65 An Ordinance of the City Council Proposing an Amendment to The City Charter Establishing a Schedule for the Election of Councilmembers to Staggered Four-Year Terms at the General Municipal Election Held on Even Years; Calling an Election to be Held on April 2, 2024 on the Proposed Amendment; Authorizing and Directing the City Clerk to Give Notice to the**

County Clerk of Said Election, and Providing for Enactment of the Proposed Amendment if Approved.

Motion was made by Council Member Fields and seconded by Council Member Wilson to have the second reading of Bill 23-65 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Laura Burbridge were available to answer questions. Council Member Neal motioned for the passage of Bill 23-65. Council Member Updike seconded. A roll call vote was taken. The vote was 8 Aye-Wilson, Fields, Updike, Gerlek, Franklin, Campbell, Neal, and Gerke. 0 Nay. Motion carried.

10.23-66 An Ordinance of the City Council Proposing an Amendment to The City Charter to Clarify the Procedure for Filling Vacancies in the City Council; Calling an Election to be Held on April 2, 2024 on the Proposed Amendment; Authorizing and Directing the City Clerk to Give Notice to the County Clerk of Said Election, and Providing for Enactment of the Proposed Amendment if Approved.

Motion was made by Council Member Wilson and seconded by Council Member Neal to have the second reading of Bill 23-66 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Laura Burbridge were available to answer questions. Council Member Wilson motioned for the passage of Bill 23-66. Council Member Updike seconded. A roll call vote was taken. The vote was 8 Aye-Updike, Franklin, Neal, Wilson, Fields, Gerlek, Campbell, and Gerke. 0 Nay. Motion carried.

11.23-67 An Ordinance of the City Council Proposing an Amendment to the City Charter Establishing Procedures for the Passage of Ordinances in a Single Open Meeting of the City Council and Allowing for the Second Reading of Ordinances to Occur as Part of the Consent Agenda for an Open Council Meeting; Calling an Election to be Held on April 2, 2024 on the Proposed Amendment; Authorizing and Directing the City Clerk to Give Notice to the County Clerk of Said Election, and Providing for Enactment of the Proposed Amendment if Approved.

Motion was made by Council Member Fields and seconded by Council Member Gerke to have the second reading of Bill 23-67 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Laura Burbridge were available to answer questions. Council Member Neal motioned for the passage of Bill 23-67. Council Member Fields seconded. A roll call vote was taken. The vote was 8 Aye-Campbell, Gerlek, Wilson, Updike, Gerke, Franklin, Neal, and Fields. 0 Nay. Motion carried.

12.23-68 An Ordinance of the City Council Proposing an Amendment to the City Charter to Include Capital Planning in the Annual Budget Process; Calling an Election to be Held on April 2, 2024 on the Proposed Amendment; Authorizing and Directing the City Clerk to Give Notice to the County Clerk of Said Election, and Providing for Enactment of the Proposed Amendment if Approved.

Motion was made by Council Member Gerke and seconded by Council Member Neal to have the second reading of Bill 23-68 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Laura Burbridge were available to answer questions. Council Member Wilson motioned for the passage of Bill 23-68. Council Member Neal seconded. A roll call vote was taken. The vote was 8 Aye-Gerlek, Wilson, Updike, Campbell, Franklin, Fields, Gerke, and Neal. 0 Nay. Motion carried.

- 13.23-69 An Ordinance of the City Council Proposing an Amendment to the City Charter by Repealing Section 10.3 Pertaining to Temporary Permitting for Public Utilities; Calling an Election to be Held on April 2, 2024 on the Proposed Amendment; Authorizing and Directing the City Clerk to Give Notice to the County Clerk of Said Election, and Providing for Enactment of the Proposed Amendment if Approved.**

Motion was made by Council Member Fields and seconded by Council Member Updike to have the second reading of Bill 23-69 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Laura Burbridge were available to answer questions. Council Member Updike motioned for the passage of Bill 23-69. Council Member Franklin seconded. A roll call vote was taken. The vote was 8 Aye-Fields, Updike, Gerke, Franklin, Campbell, Neal, Wilson, and Gerlek.. 0 Nay. Motion carried.

New Business (First Reading of Ordinances)

- 14.24-01 An Ordinance of the City Council Amending the Employee Handbook.**

Motion was made by Council Member Gerke and seconded by Council Member Updike to have the first reading of Bill 24-01 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Lisa Addington gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

- 15.24-02 An Ordinance of the City Council Approving the Collective Bargaining Agreement Between the City and the Southern Missouri Professional Fire Fighters Local 152, the Bargaining Unit of the Republic Fire Department and Authorizing the City Administrator to Execute the Same on Behalf of the City.**

Motion was made by Council Member Neal and seconded by Council Member Franklin to have the first reading of Bill 24-02 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Lisa Addington gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

- 16.24-03 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.29 Acres of Real Property Located at 1167 North Oakwood Avenue, from Agricultural (AG) to General Commercial (C-2).**

Motion was made by Council Member Fields and seconded by Council Member Franklin to have the first reading of Bill 24-03 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Chris Tabor gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

- 17.24-04 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 1.08 Acres of Real Property Located at 505 West Brookfield Street, from General Commercial (C-2) to Multi-Family Residential (R-3).**

Motion was made by Council Member Wilson and seconded by Council Member Franklin to have the first reading of Bill 24-04 by title only. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried. Patrick Ruiz gave an overview of the bill. Mayor Russell reminded Council this is a first read and to get with staff with questions prior to the next meeting.

Other Business (Resolutions)

18.24-R-02 A Resolution of the City Council Authorizing the City Administrator to Execute Necessary Documentation to Effect the Purchase of Approximately 0.964 Acres of Real Property Located at 2493 North Commercial Avenue.

Motion was made by Council Member Fields and seconded by Council Member Updike to take up Resolution 24-R-02. Andrew Nelson presented the Resolution and answered questions of Council. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

19.24-R-03 A Resolution of the City Council Approving the Preliminary Plat for Walker Heights Subdivision.

Motion was made by Council Member Neal and seconded by Council Member Updike to take up Resolution 24-R-03. Chris Tabor presented the Resolution and answered questions of Council. The vote was 8 Aye-Campbell, Fields, Franklin, Gerke, Gerlek, Neal, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

City Administrator David Cameron noted this was a large agenda but not a lot of discussion due to the months of work put into drafting and crafting the work, including days spent working on the ballot measures by Megan and Laura. Mr. Cameron noted that the changes to the Employee Handbook required a lot of work by Lisa and while many places don't change theirs for ten or more years, Lisa keeps ours fresh and relevant. Mr. Cameron noted he appreciates the mental health element through the EAP program. Mr. Cameron noted there was a lot of work in putting this packet together and appreciates the work to get it ready for discussion and presentation by Megan, Laura, and Lisa.

City Administrator David Cameron thanked Council and the community for the flexibility in moving from Tuesday night's meeting due to the weather, adding we dodged the bullet. Mr. Cameron noted with the weather there may be warming stations noted on social media should some areas lose power.

City Administrator David Cameron announced that we will have a workshop on February 6th for phase three of the wastewater treatment plant, which is a lot of the heavy lifting. The work session will cover what is left to be done, the issue to proceed, and additional funding or fund through rates and CIST. Mr. Cameron noted that anyone running for office needs to be here to understand the history of that project. Mr. Cameron noted Andrew will provide a lot of information that has transcended several elected bodies, adding we will record the meeting. Mr. Cameron noted we will continue to work with the legislators for funding but must make decisions ahead of any decision by the state.

City Administrator David Cameron noted with the new year, we have a new legislative session, noting that Senate Bill 979 has led to numerous phone calls. Mr. Cameron noted he appreciates running point on this as we are working on this with the city attorney, adding Springfield is open to amending it. Mr. Cameron noted we have a joint boundary and settlement agreement with Springfield and are currently tied to third party litigation regarding that boundary agreement with the plaintiff questioning the validity of the boundary agreement. Mr. Cameron noted he has expressed his opposition of the bill and appreciates the calls asking where to go and how to handle it.

Council Member Franklin noted the Planning and Zoning video, adding he loved the end of the meeting with Planning and Zoning 101. Mr. Franklin shared his appreciation of staff for teaching the duty of the commission. Mr. Franklin also shared his appreciation of everyone that signed up for the election.

Council Member Updike reminded everyone to keep their pets protected during the cold and to bring them inside.

Council Member Gerlek noted he also loved Council Member Updike's pets. Mr. Gerlek noted a connection between 174 and 60 West where semi-trucks are going down the side street connecting them, adding he is unsure what to do to address this for a tiny 2 lane road. Andrew Nelson noted in the past we have been able to put up signage for local traffic only, adding he can go look at it. Otherwise it can be more of an enforcement issue and we can work with the Police Department on that.

Council Member Campbell thanked Mr. Cameron for handling Senate Bill 979 for the citizens. Mr. Campbell referenced the administrator's report, noting the citizen compliment for the Police Department, reading it aloud. Mr. Campbell noted during those times, our police and first responders are important and how they are viewed by citizens matters. To hear them say how kind the officers were speaks volumes for the leadership.

Mayor Russell added for everyone to stay warm, have a happy new year, and keep up the good work.

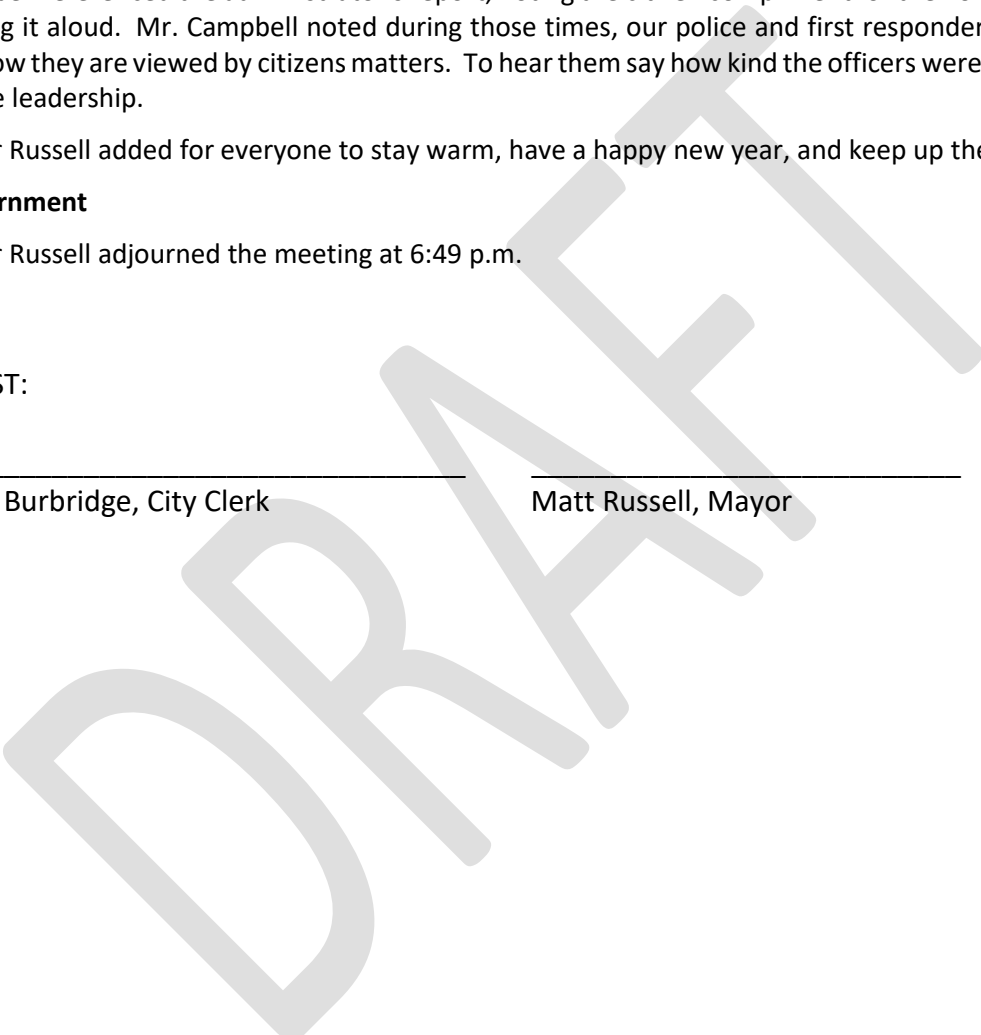
Adjournment

Mayor Russell adjourned the meeting at 6:49 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor





AGENDA ITEM ANALYSIS

Project/Issue Name: 24-01 An Ordinance of the City Council Amending the Employee Handbook.
Submitted By: Lisa Addington, Chief of Staff
Date: January 23, 2024

Issue Statement

Additions and revisions of the Employee Handbook specifically pertaining to substantive changes pertaining to Section 3, 403 and the addition of 509. There are also wording clarifications throughout the document to articulate the intent pertaining to the subject matter and ensure consistency throughout.

Discussion and/or Analysis

At the conclusion of the Collection Bargaining Agreement with the Firefighter’s union, it was agreed to amend section 403 of the handbook to allow for maximum payouts of vacation to match the maximum accruals for tenure of 9+ years of service. The same change was made to the Police schedule.

Another substantive change was to allow for classified positions to have a pay range pay schedule vs. our traditional step/grade system. This change would initially apply to all pay schedules; however, as written in the new IAFF CBA, Fire is willing to implement a pay range on a trial basis for 2024, pending the establishment of a consistent matrix to accompany this pay schedule. Therefore, step and grade terminology remains.

Lastly, longevity pay was established by Administrative Policy and has been adopted into the annual budget process, and we included it as its own section within the handbook.

Recommended Action

Staff recommends approval of this revised Employee Handbook.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE EMPLOYEE HANDBOOK

WHEREAS, the City of Republic, Missouri (“City” or “Republic”), is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on November 21, 2017, via Ordinance 17-45, the Council approved a new employee handbook to serve as the official Employee Handbook and Personnel Policy for the City (“Employee Handbook”); and

WHEREAS, on or about December 14, 2021, via Ordinance 21-77, the Council approved of various revisions to the Employee Handbook; and

WHEREAS, since that time, changes in the law and throughout the City have occurred, necessitating certain additional amendments to the Employee Handbook; and

WHEREAS, the Council finds that the proposed additional amendments to the Employee Handbook are appropriate and are in the best interest of the City and its citizens.

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

- Section 1:** The Employee Handbook, as amended and attached hereto, labeled “Attachment 1”, is hereby approved and adopted, and is incorporated herein as though fully set forth at length.
- Section 2:** The City Administrator is hereby authorized to adopt and amend such administrative policies as are reasonably necessary to implement the intent of the Employee Handbook.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



Mayor

Matt Russell

Council Members

| | |
|------------------------|---------------|
| Eric Gerke | Ward 1 |
| Eric Franklin | Ward 1 |
| Darran Campbell | Ward 2 |
| Garry Wilson | Ward 2 |
| Chris Updike | Ward 3 |
| Brian Fields | Ward 3 |
| Justin Neal | Ward 4 |
| Clint Gerlek | Ward 4 |

City Administrator

David Cameron

Adopted: 11/21/2017

Revised ~~12/14/2021~~

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FMLA Notice

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Dear City of Republic Employee:

In 2017 a review and substantial amendment of the Employee Handbook was completed. The revisions and updates have been made in order to comply with changes in Federal, State and local laws, as well as changes to internal policies and programs. It's a "new day" in Republic and the handbook should reflect the same. This new Handbook is designed to acquaint you with the City of Republics' policies and procedures that affect your employment with the City, and provide you with information regarding employee benefits. It is also designed to inform you of the City's expectation of you as an employee. The City is committed to recruiting, retaining and promoting employees to implement the City's Mission, Vision and Values. The most important thing that I hope this Handbook conveys to you is that the City views our employees as our greatest resource. We value our employees and their ability to work as a team accomplishing varied and sometimes difficult tasks; we value the excellent customer service that our employees provide, and we value their achievements. One of our many objectives is to ensure that our employees are provided with a work environment that is conducive to both personal and professional growth.

Please take the time to review this Handbook and familiarize yourself with its contents. After completing your review, please sign the enclosed acknowledgment form found in the back of the Handbook and return it to the Human Resources personnel during your orientation so that it may be placed in your personnel file. If you have any questions regarding this Handbook please contact your supervisor or the Human Resources Department.

Lastly, I would like to acknowledge and thank the staff of the Human Resources Department, and Department Directors, for their work in preparing this revision. Their efforts are most appreciated. In addition, I would also like to thank the Mayor and City Council for their review and approval of this new handbook.

Sincerely,

David Cameron
City Administrator

SECTION 1



INTRODUCTION

101 INTRODUCTORY STATEMENT*

This handbook is designed to acquaint you with the City and provide you with a general understanding of some of the current working conditions, employee benefits, and policies affecting your employment. You must read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines programs developed by the City to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As our City continues to grow, the need may arise and the City reserves the right to revise, supplement, or rescind any policy or portion of the handbook from time to time, as it deems appropriate, at its sole and absolute discretion. It also reserves the right to interpret and to vary any policy when, in its determination, circumstances so warrant. Employees will be notified of changes to this handbook as they occur.

Some benefits mentioned in this handbook are covered by a formal insurance policy or written benefit plan. In the event of any conflict between an insurance policy or formal written benefit plan and the benefit description in this handbook, the insurance policy or formal written benefit plan will control.

This handbook supersedes all prior policies, practices and handbooks and may not be amended or added to without the express written approval of the City Administrator with the approval of the City Council.

The City Administrator may make administrative policies for matters that are not covered or addressed in this handbook insofar as the policies are consistent and are not in violation with any rules or procedures set forth in this handbook.

* It is always the City's intent to comply with all applicable laws. In the event anything in this Handbook is found contrary to applicable law, the applicable law will control.

102 CITY GOVERNMENT

The City of Republic is a Home Rule Charter City with a Mayor – City Council form of government. The City Administrator is the chief administrative officer and is appointed by the Mayor with the advice and consent of a majority of the entire City Council. He is responsible for overall management and operation of City government. The City Council is the supreme legislative and executive body of municipal government. The Council is composed of eight members who are elected for two-year terms. Each council member is elected from one of four wards; the Mayor is elected at large and presides at Council meetings and is the head of the City for all legal and ceremonial purposes. Executive power of the City is vested in the Mayor.

103 HIRING

The Republic City Council adopts during the annual budget review the total number of employees and annual salary ranges for each City employee position.

The City Administrator will hire all City employees unless he/she delegates the hiring to Department Directors.

104 MISSION, VISION, & VALUES STATEMENTS

MISSION: We will be aggressively progressive through Processes, Relationships and Trust.
VISION: To grow together by always doing the Right Thing at the Right Time for the Right Reason.

CLARITY **COMPASSION** **COMPETENCY** **CHARACTER** **COMMITMENT** **CONNECTION** **CONTRIBUTION** **CONSISTENCY**

Our **VALUES** will define who we are and how we will accomplish our mission and vision.

R **E** **P** **U** **B** **L** **I** **C**

REGIONAL
We will look beyond the city limits of Republic and become a regional leader by being a place where people want to live, work and play. Our thinking will be unlimited. We will challenge the status quo.

ETHICAL
We will be honest in our words and actions. We will be known for our integrity, trustworthiness and commitment to doing what is right, and pursuit of the public interest.

PROFESSIONAL
We will always present a positive image. We will publicly declare our commitment to expertise. We will stay committed to our values and ideals and be held accountable for our performance. We will become known by our steadfast commitment to these values.

URGENT
We will achieve desired results quickly and without hesitation. We will understand our expectations and ensure they are met. We will press forward and not look back.

BOLD
We will be decisive. We will own the decisions we make. We will not allow fear to dictate our actions. We will have fun while accomplishing results. We will build confidence in ourselves and in the people around us through our words and actions.

LEADERS
We will be a leader in all areas of our work. We will set the example. We will go the extra mile in all circumstances. We will remove, not create, obstacles to our success. We will be proactive as opposed to reactive.

INSIGHTFUL
We will appreciate there are two sides to every story and seek to increase our perspective on the issues we face. We will recognize our potential and our limitations. We will be strategic in our thinking. We will have a clear direction and path for accomplishment.

CARING
We will provide peace, security and stability for the citizens of Republic. We will deliver meaningful processes, goods and services. We will strive to improve the quality of life for the people we lead and the community we serve. We will be compassionate and understanding in our personal interactions. We understand people are our greatest asset.

Based on the 8-Pillar Framework™ from Trust Edge Leadership Institute

MISSION STATEMENT

We will be aggressively progressive through **Processes, Relationships, and Trust.**

VISION

To Grow Together by always doing the Right Thing, at the Right Time, for the Right Reason.

VALUES

Regional - We will look beyond the City limits of Republic and become a regional leader by being a place where people want to live, work and play. Our thinking will be unlimited. We will challenge the status quo.

Ethical - We will be honest in our words and actions. We will be known for our integrity, trustworthiness and commitment to doing what is right, and pursuit of the public interest.

Professional - We will always present a positive image. We will publicly declare our commitment to expertise. We will stay committed to our values and ideals and be held accountable for our performance. We will become known by our steadfast commitment to these values.

Urgent - We will achieve desired results quickly and without hesitation. We will understand our expectations and ensure they are met. We will press forward and not look back.

Bold - We will be decisive. We will own the decisions we make. We will not allow fear to dictate our actions. We will have fun while accomplishing results. We will build confidence in ourselves and in the people around us through our words and actions.

Leaders - We will be a leader in all areas of our work. We will set the example. We will go the extra mile in all circumstances. We will remove, not create obstacles to our success. We will be proactive as opposed to reactive.

Insightful - We will appreciate that there are two sides to every story and seek to increase our perspective on the issues we face. We will recognize our potential and our limitations as we will be strategic in our thinking. We will have a clear direction and path for accomplishment.

Caring - We will provide peace, security and stability for the citizens of Republic. We will deliver meaningful processes, goods and services. We will strive to improve the quality of life for the people that we lead and the community we serve. We will be compassionate and understanding in our personal interactions. We understand that people are our greatest asset.

In 2020, the City implemented the Trust Edge Experience[®], which further establishes the foundation for our Mission, Vision and Values through the 8-Pillars of trust, which are: Clarity, Compassion, Character, Competency, Commitment, Connection, Contribution and Consistency.

105 DEPARTMENT POLICY

Specific written personnel policies of any department which are not less restrictive than the overall personnel policy of the City will be considered as part of this Employee Handbook, but applicable only to that department and upon that policy being approved by the City Administrator.

The City Administrator shall have the authority to establish administrative policies that may be applicable to all departments which are not less restrictive than the overall personnel policies of the City. Such administrative policies shall be considered as part of this Employee Handbook.

106 ADMINISTRATION OF THE RULES

The City Administrator directs the administration of the personnel policies established by this handbook. The City Administrator shall from time to time recommend to the Mayor and the City Council appropriate amendments in order to maintain a fair and equitable system of personnel rules and regulations. The provisions of the rules may be revised or amended in the same manner in which they were originally adopted.

If a change in policy is mandated by court order, or state or federal law, the City Administrator may make the required change in compliance with the requirements of the law or order.

In the absence of the Human Resource Director, the City Administrator may appoint a designee to assist in managing the personnel policy of the City of Republic.

107 POSITIONS COVERED BY THE RULES

This handbook supersedes all previous Personnel Policy publications.

108 UNCLASSIFIED SERVICES

Unclassified positions shall include the City Administrator, Assistant City Administrator, Chief of Staff, City Attorney, City Clerk, Finance Director, BUILDS Administrator, Police Chief, Fire Chief, Deputy Fire Chief, Municipal Judge, Parks and Recreation Director, Assistant Director of Parks and Recreation, Information Systems Director, Human Resources Director, and other technical or supervisory personnel deemed appropriate and those who may be employed in an advisory capacity. Unclassified service employees may be removed from employment by the appointing authority for any reason, or no reason, without right to appeal or hearing.

109 CLASSIFIED SERVICES

Classified services include all full-time and part-time positions not specifically included by this handbook in the unclassified services. All positions in the classified service shall be filled only in accordance with the classification plan, compensation plan, and in compliance with all other rules provided in this handbook. Classified service employees without status may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

110 DEFINITIONS

The definitions shall have the meanings indicated throughout these rules except where the context clearly indicates otherwise.

Appointing Authority: The City Administrator or a designee of the City Administrator, or any person or group of persons having the power by virtue of ordinance or other lawfully delegated authority to make appointments to positions in the municipal service.

Demotion: The movement of an employee from a position in one class to a position in another class having a lower maximum pay rate.

Grade: The pay range for each class of positions.

Probationary Period: The first six (6) months or one (1) of service, as defined by the position, following appointment or promotion to any position to determine fitness by performance of the duties of the position to which the employee has been appointed. The probationary period may be extended as set forth herein. The employee serving a probationary period, may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

Original Appointee: An employee who is the recipient of an original appointment as defined herein.

Original Appointment: An employee's initial appointment to municipal service for their current period of continuous service and for which there shall be served an initial probationary period, unless otherwise specified herein.

Position: A group of current duties and responsibilities assigned or delegated by competent authority requiring the full-time, part-time, contractual, seasonal or temporary employment of one person.

Full-Time Employee: Employees who are not in a contractual, seasonal, temporary or probationary status and who are regularly scheduled to work at least 40 hours per week.

Part-Time Employee: Employees who are not in a contractual, seasonal, temporary or probationary status and whose normal assigned work hours are less than forty (40) hours per week, while not exceeding 1500 hours in a calendar year, and for which certain portions of this policy may or may not apply as specifically set out herein. Part time employees may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

Contract Employee: An employee working in a position not authorized as a full-time or part-time employee the City's budget, filled on a temporary basis, but not limited to a specific duration, involving a written agreement between the employee and the City. Contract employees may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

Seasonal Employment: A position filled for a specific season or cyclical work program such as mowing, summer operations, etc. Once the season has ended, the position ends. Seasonal positions can be full-time or part-time but are limited to a six (6) month period established by the City. Seasonal employees may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

Temporary Position: A position filled to assist with an established project, internship or to address another staffing need. Such assignments are not intended to continue on a career basis and do not have expectations of regular full-time employment or assignment. Such positions shall not exceed more than 29 hours during any work week or 1500 hours of pay in any continuous twelve (12) month period. Temporary employees may be removed by the appointing authority for any reason, or no reason, without right to appeal or hearing.

Promotion: The movement of any employee from a position of one class to a position of another class having a higher maximum pay rate.

Relatives: Spouses, children, wards, grandchildren, parents, grandparents, siblings including step, half, or in-laws. Unless specified elsewhere in this policy.

Status: The acquisition of tenure, with all rights and privileges applicable thereto, by a full-time or part-time employee in the classified service after satisfactory completion of the probationary period.

Step: The incremental increases in pay rates within a single pay grade that may be awarded to employees contingent upon the employee's satisfactory performance and the availability of funds.

Transfer: The movement of an employee from one position to another position within the same class.

SECTION 2



EMPLOYMENT

201 NO CONTRACT OF EMPLOYMENT

Employment with the City is voluntarily entered into, and the policies set forth in this handbook are not intended to create a contract of employment, nor are they to be construed to constitute a contract of employment between the City and any of its employees. The provisions of the handbook have been developed at the discretion of management and may be amended or canceled at any time, at the City's sole discretion. A contract of employment can only be entered into by a written contract, setting a definite term of employment, signed by the City Administrator or the Mayor.

202 EMPLOYEE RELATIONS

The City believes that the work conditions, wages, and benefits it offers its employees are competitive with those offered by other employers and municipalities in this area. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their immediate Supervisor, Department Director, or the Human Resource Department.

203 EQUAL OPPORTUNITY EMPLOYMENT/ANTI-HARASSMENT

The City is an equal opportunity employer. As such, and in accordance with applicable law, the City will not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, gender, sexual orientation, gender identity, age, status as a qualified individual with disability, status as a protected veteran, genetic information or any other trait protected by law.

The City's policy against discrimination also prohibits harassment of applicants and employees. As used in this policy, harassment refers to conduct, gestures, comments, slurs, jokes, pictures, cartoons, texts, IM (instant messages) and other material which would be unwelcome and offensive to a reasonable person.

The City will not retaliate against any employee for cooperating in any investigation, or for making a good faith complaint under this policy or bringing a situation to the City's attention in good faith. The City also will not tolerate retaliatory conduct by any employee. Any employee who believes he/she has been retaliated against is urged to make a report or complaint under this policy.

204 REASONABLE ACCOMMODATION

The City will comply with applicable laws requiring reasonable accommodation of a qualified individual with a disability. Anyone in need of an accommodation should promptly contact the Human Resource Department and make a formal request for accommodation. Please refer to Administrative Policy for additional information.

205 JOB POSTING/RECRUITMENT

The approval of a request to fill a vacancy by the Department Director may cause the initiation of the posting or advertisement of the position vacancy. The position may be posted internally, with no external advertisement. Job postings deemed open competitive will be posted for a minimum of seven (7) calendar days with external advertising at the department's discretion. Some positions may be posted as 'Open Until Filled' for more difficult to fill positions. Other posting strategies may be implemented by the Human Resources Department to allow for the most efficient recruitment process and/or to allow for effective recruitment of applicants.

206 APPLICATIONS

Applications and résumés will not be accepted for a position where a position vacancy has not been posted. Applicants will not be considered for a posted position unless a City application is on file. An application must be submitted for each individual position being applied for.

207 HIRING OF RELATIVES/NEPOTISM

Per the Missouri Constitution, a public employee that, by virtue of his employment, names or appoints to public employment a relative within the fourth degree, by blood or marriage, forfeits his employment.

The employment of relatives in the same area of an organization can cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

No employee of the City of Republic may supervise or be supervised by a family member. This policy applies to any relative, within the organization, who has the authority to review employment decisions. City employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will be asked to decide who is to be transferred. If that decision is not made within 30 calendar days, management will decide.

However, in order to retain trained and qualified employees and to maintain avenues of promotion for current employees, the City Administrator may approve situations in which an employee will supervise a family member either directly or indirectly. Should such a situation be approved, it may be terminated without notice, at any time and for any reason, by the City Administrator. No member of the family of the City Administrator or any elected official will be hired for any regular full-time position in City employment.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

Unless specifically specified, for purposes of this policy, relatives are defined to include spouses, parents, grandparents, children, grandchildren, brothers, sisters, brothers- and sisters-in-law, fathers- and mothers-in-law, stepparents, stepbrothers, stepsisters, and stepchildren. This policy also applies to individuals who are not legally related but who reside with another employee.

208 PRE-EMPLOYMENT SCREENING

To help ensure that employees are able to perform their duties safely, a post-offer medical examination, drug testing, background investigation and any other tests deemed appropriate will be utilized to determine qualifications.

After a job offer has been made to an applicant, a health professional of the City's choice will perform a medical examination and/or a drug test at the City's expense. The offer of employment and assignment to duties is contingent upon completion to the City's satisfaction of the post-offer requirements. Current employees may be required to take medical examinations or drug tests to determine their fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at the City's expense.

209 U.S. CITIZENSHIP & IMMIGRATION SERVICES

The City of Republic is an E-Verify employer. E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees in the United States. For more information, visit the USCIS website: <http://www.uscis.gov/e-verify/employees>

210 CONFLICTS OF INTEREST

Employees have an obligation to conduct City business within guidelines that prohibit actual or potential conflicts of interest. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your Department Director for more information or if you have questions regarding conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the City Council. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gains refer to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purpose of this policy, a relative is defined to include spouses, parents, grandparents, children, grandchildren, brothers, sisters, brothers- and sisters-in-law, fathers- and mothers-in-law, stepparents, stepbrothers, stepsisters and stepchildren. This policy also applies to individuals who are not legally related but who reside with another employee or any other relationship that may create a potential or perceived conflict.

No "presumption of guilt" is created by the mere existence of a relationship with an outside firm. However, if an employee has any influence on any transaction involving a purchase, contract, or lease, it is imperative that he or she disclose to the City Administrator as soon as possible the existence of any actual or potential conflict of interest so the safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the City does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the City.

211 OUTSIDE EMPLOYMENT

Subject to the City's prior approval, employees may hold outside employment as long as they meet the performance standards of their job with the City. All employees will be subject to the City's scheduling and performance demands, regardless of any existing outside work requirements.

Employees desiring an outside job while employed by the City must request approval for additional employment **in writing** to their Supervisor. The Department Director and the City Administrator (if needed) will review the outside job for potential conflict of interest. Any conflict must be resolved to the satisfaction of the City Administrator or his/her designee.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from any individual or entity for any material produced or service rendered while performing City employment, except for their official salary and benefits. If the City Administrator determines that an employee's outside work interferes with his or her ability to meet the performance requirements of City employment as established or modified by their Supervisor, Department Director or City Administrator, the employee may be asked to terminate the outside work in order to retain City employment.

Approval of outside employment is subject to review and revocation at any time should performance or conflict issues become apparent.

212 RESIDENCY REQUIREMENT

Residency requirements will be specified within the job description(s) of designated personnel.

New employees not residing within the applicable limit shall have one (1) year to obtain qualifying residency, as determined by the City Administrator, from their date of hire, unless otherwise specified.

Based on extraordinary circumstances these residency requirements may be modified by the City Administrator on a case-by-case basis. The Administrator will notify the City Council of any approved modifications.

213 POLITICAL ACTIVITIES

Please see Administrative Policy for details pertaining to political activity.

SECTION 3



EMPLOYMENT STATUS AND RECORDS

301 EMPLOYMENT APPLICATIONS

The City relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. Applications for all positions shall be directed to Human Resources unless notice is given to do otherwise.

302 EMPLOYMENT CATEGORIES

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility accordingly.

Each employee is designated as either Non-exempt or Exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provision of federal and state laws. Exempt employees are not entitled to overtime pay under federal and state wage and hour laws. An employee's Exempt or Non-exempt classification may be changed only upon written notification from City management.

FULL-TIME employees are those who are not in a temporary, contractual, seasonal, or probationary status and who are regularly scheduled to work at least 40 hours per week. Generally, full-time employees are eligible for the City's benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not in a temporary, contractual, seasonal, or probationary status and who are regularly scheduled to work less than 40 hours per week while not exceeding 1500 hours in a calendar year.

PROBATIONARY employees are those whose performance is being evaluated to determine whether further employment in a specific position with the City is appropriate. Employees who satisfactorily complete the probationary period will be notified of their new employment classification. See section 303 for additional information on this status.

TEMPORARY employees (including seasonal) are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. Temporary employees receive only legally mandated benefits such as Social Security and Worker's Compensation Insurance.

CONTRACTUAL employees are those working in a position not authorized as a full-time or part-time employee in the City's budget, filled on a temporary basis, but not limited to a specific duration, involving a written agreement between the employee and the City. Contractual employees receive only legally mandated benefits such as Social Security and Worker's Compensation Insurance.

303 PROBATIONARY PERIOD

The probationary period is intended to provide new employees with the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits and overall performance. The employee may receive additional compensation for extraordinary performance at the conclusion of their probationary period with City Administrator approval. Either the employee or the City may end the employment relationship at will at any time during the probationary period, with or without cause or advance notice and without appeal rights. New and rehired employees work on a probationary basis for the first six (6) months after their date of hire. Some positions (i.e. Sworn Police/Fire) may have a probationary period of one (1) year.

Employees who are promoted or transferred within the City must complete a secondary probationary period of the length with each reassignment to a new position. Any significant absence will automatically extend a probationary period by the length of the absence. If the City determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period up to an additional six (6) months.

In cases of promotions or transfers within the City, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary probationary period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.

304 ACCESS TO PERSONNEL FILES

The City maintains a personnel file on each employee. The personnel file contains such information as the employee's employment application, resume, records of training, documentation of performance appraisals and pay adjustments, and other employment records.

Personnel files are the property of the City, and access to the information they contain is restricted. Generally, only supervisory and management personnel of the City who have a legitimate reason to review information in a personnel file are allowed access. Employees may review their own personnel file in the office of the Human Resource Department and with an individual from the Human Resource Department.

305 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify his or her Department Director of any changes in personal mailing address, telephone number, marital status, number of dependents for tax withholding or insurance purposes, emergency contacts, and educational accomplishments.

306 WAGE ADMINISTRATION PROGRAM

Definition. The Wage Administration program is a method for classifying positions. It is divided into two distinct programs, the Compensation Program, which deals with pay issues, promotions, and performance reviews, and the Classification System, which deals with wage ranges, job descriptions, and classification of positions.

The Wage Administration program is not binding and shall not be read as creating vested rights in any person, or as creating a contract of employment between any employee and the City.

Compensation Program. The foundation of the compensation program is the "Wage Plan", which lists all jobs in their assigned salary range pay schedule. On an annual basis, as part of the budget process, the wage plan should be reviewed by Department Directors, Human Resources, and the City Administrator. Any proposed changes to the plan should be forwarded to the City Administrator for consideration and, if recommended by the City Administrator, submitted to the City Council for approval. If approved by the City Council, the wage plan should apply to all (regular part-time and full-time) jobs in the City for the following calendar year, or until changes are approved/made, or a new plan is adopted by the City Council. Any changes requested during the year should follow the same approval process.

Pay Rates for New Employees. It is the intent that the starting wage for a new employee should be based upon qualifications and experience as well as budgetary considerations. Offers above the minimum range should only be made when the selected candidate exceeds the minimum qualifications stated in the job description and has been determined the best fit for the position.

New Hire Raises and Reviews. At the discretion of the employee's Department Director, upon completion of the employee's first six months as a new full-time employee, or in a new position following a transfer or a promotion, the

employee may be given a pay increase. The Department Director’s request for a pay increase should be accompanied by a written performance review and subject to City Administrator approval. The effective date of the pay increase, if given, should be at the beginning of the pay cycle in which the employee’s probationary period ends. Contractual, and temporary (including seasonal) employees are not eligible for a six-month increase.

Annual Performance Adjustments. The City Administrator and the City Council, annually, will approve the funding of step/pay increases within the preparation of the annual budget.

Employees whose performance is consistently below average and receive an unsatisfactory evaluation will not receive their step/pay increase. Contrary, employees whose performance is evaluated as consistently “Exceeding Expectations” may be eligible to receive a multiple step or additional pay increase with approval from the Department Director and/or City Administrator.

Each department is typically given a predetermined annual increase as part of the annual budget process approved by the City Council. That budget is the guideline used to determine pay/step increase(s). Employees who are at the maximum of their grade-salary assignment are not eligible for a pay increase.

Leaves of Absence. If an employee’s anniversary date falls during a paid time off, the Department Director may process and implement the pay increase on the effective date, and the performance review should then be given to the employee upon return.

Special Adjustments. The City Administrator has authority to approve raises as a special pay adjustment when deemed appropriate for reasons such as demonstration of outstanding performance, competitive market factors, compression issues, etc. Special pay adjustments are not designed for routine or standard practices or events. Graduation from school, completion of training programs, or meeting normal expectations, is not grounds for special adjustments. The performance should be truly outstanding and above and beyond the expectations of the job.

A detailed written recommendation must be forwarded to the City Administrator, outlining the reasons for the salary adjustment. Employees at the maximum of their wage range are not eligible for special adjustments unless pertaining to a grade classification and/or salary adjustment.

Cost of Living Adjustments. Each year the City Administrator may decide whether inflation warrants a recommendation be presented to the City Council for a Cost-of-Living Adjustment (COLA). The recommendation should normally be based on a Consumer Price Index (CPI) for the most recent rolling twelve months. If recommended to and approved by the City Council, the COLA should be applied equally to all Full-time and Part-time employee wages except those of elected officials and should be effective at the beginning of the designated payroll. Temporary and seasonal employees are not eligible for COLA increases.

Promotions. Promotions are defined as advancements to a position of a higher wage range where the duties and responsibilities are significantly different and greater, e.g., advancement from Police Officer to Police Sergeant. Department Directors should consider the wages of other employees already in the job classification when considering an employee for promotion, whether the promotion is of an internal department employee or a transfer from another department. When an employee is promoted to a higher-graded-classified position, the employee will typically advance receive, or proceed to the the step closest to, a ~~at the step closest to providing a~~ 10% increase in pay (+/-), without exceeding the maximum within the new grade/pay range. Additional compensation is subject to City Administrator approval. Department directors should have a consistent policy in place outlining promotional process particulars.

Administrative Upgrades. It may become necessary from time-to-time for the City to conduct internal or external wage reviews and make administrative changes or upgrades to the wage ranges. These changes must first be approved by the City Administrator. Some changes may include step/grade-realignment or adjustments to the classification of a position.

Lateral Transfers. If an employee transfers laterally to a job in the same wage range as currently held, whether within or outside of his/her department, there should be no change in pay, and the employee's anniversary date should not change. The employee's former Supervisor should complete a written performance review at the time of the transfer to close out the period in the former position.

Voluntary Transfers to Lower Paid Position. If an employee requests a voluntary transfer to a position in a lower graded classified position, their wage will ~~correspond to the step providing the smallest~~ provide a decrease in pay as deemed appropriate. To guard against compression problems that may be created with the wages of other employees, Department Directors should take into consideration the wages of other employees already in the department, and also the candidate's current anniversary date and alignment of future potential pay increases. The employee's transfer date should become his/her new anniversary date for the purpose of determining the timing and/or appropriation of future pay adjustments. A performance review should be completed to close out the period in the former position.

Involuntary Transfer to Lower Position. If an employee is unable to fulfill the duties of their present position for any reason, and it appears that the employee may be able to perform satisfactorily in a position with a lower wage range, the Department Director may offer the employee the option of accepting a demotion to such a position (in lieu of termination) if a vacancy exists. In most cases a reduction in wages should accompany the reduction in position. ~~If a reduction occurs, the employee's transfer date should become the new anniversary date for determining future pay increases.~~ A performance review should be completed to close out the period in the former position.

Classification System. The Classification System provides an inventory of the positions in the City of Republic. Each position should be assigned a specific grade-classification assignment identified in accordance with the written job description. ~~All full-time Some~~ positions (~~i.e. Department Directors~~) will be classified and provide assigned a salary range in accordance with the position's assigned salary schedule.

Job Descriptions. All job descriptions should include the essential functions of the job, and the minimum requirements or qualifications needed to perform those essential functions, such as education, work experience, physical requirements, or other factors. The information contained in the job description should help determine the appropriate grade classification and corresponding salary assignment for the position. A set of job descriptions for all positions in the City should be maintained in the Human Resources office.

Classification of Positions. For newly proposed positions, the Department Director should submit to Human Resources for review and signature: (1) a draft of the job description, (2) a narrative description of the reasons for the changes proposed, (3) the recommended grade-classification assignment, and (4) an organizational chart if the organizational structure will be impacted in any way. The proposal should be forwarded to the City Administrator for consideration. The proposal should be incorporated into the pay schedule for the current fiscal year and should normally be submitted and considered as part of the annual budget process. ~~Ideally, requests should be submitted to the City Administrator by mid-August, in order to allow time to determine the appropriate salary range and cost factors, prior to submitting the final proposal.~~

Reclassification of Positions. Department Directors may submit a request for a reclassification of a current position in their department at any time. The reclassification may be requested because the position is thought to have been incorrectly classified originally, or because a substantial change is thought to have occurred in the duties and responsibilities assigned to the position. Whether or not there is an incumbent in the position at the time, the decision as to whether a reclassification is appropriate should be based on the overall level of responsibility for the position, not on the qualifications of any incumbent. The Department Director should work with Human Resources, following the steps outlined above. Requests for reclassifications of positions from non-exempt to exempt must be evaluated in accordance with the Fair Labor Standards Act which establishes criteria for which positions properly are exempt. When a position is reclassified to a higher grade-classified assignment, the employee will typically advance ~~to the step closest to~~ providing at minimum a 5% increase, or step closest to, in pay (+/-) without exceeding the maximum within the defined pay range.

Additional compensation is subject to City Administrator approval. When a position is reclassified to a lower classification and the position has a current incumbent, the employee will ~~advance~~reflect on their assigned pay schedule to the step providing the smallest a decrease in pay as determined appropriate. Exceptions may be approved by the City Administrator or designee.

Part-Time Positions. Part-time positions should be assigned to appropriate pay ranges by the Department Director, in conjunction with ~~the Human~~Human Resources. Employees in those positions may be eligible for annual performance increases and COLAs.

Temporary Positions. Temporary positions should be used as needed, and only as budgeted and approved. These positions should be assigned to appropriate pay ~~ranges-schedules/ranges as determined~~ by the Department Director, in conjunction with Human Resources. For both ~~first-time~~first-time and rehired seasonal employees, the pay rate should be determined at the start of each season or assignment staying within the amount budgeted by the department for that year.

Reorganizations. In the event of a proposed reorganization, the Department Director should submit to Human Resources for review and signature: (1) a proposed organizational chart, (2) updated job descriptions of any jobs being impacted by the reorganization, and (3) a narrative description of the reasons for the reorganization. The proposal should then be forwarded to the City Administrator for approval.

307 PERFORMANCE EVALUATION

Probationary Evaluation: Supervisors and employees are strongly encouraged to discuss job performance and goals on ~~an~~a routine basis. Evaluations are to be conducted at the end of an employee’s probationary period in any new position. This period allows the supervisor and the employee to discuss the job responsibilities, standards, and performance expectations of the new position.

Annual Evaluation: Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive purposeful approaches for meeting goals.

308 EMPLOYEE REFERENCE CHECKS

Occasionally third parties will inquire into a current or former employee’s employment history with the City.

Any and all requests for information, either verbal or written, are to be forwarded to the Human ~~Resource~~Resources Department. No information regarding an individual’s employment with the City is to be released by any City employee unless exceptions apply. The Human Resource Department will respond to verbal inquiries with dates of employment and position held. Written requests will be responded to as described by the Missouri Sunshine Law.

309 APPOINTMENTS

Upon completion of all applicable testing, screening and the interview process, the Department Director shall recommend to the City Administrator or designee the most qualified applicant to fill the existing vacancy. Upon approval by the City Administrator or designee, the Department Director shall proceed with an offer of employment.

When the appointing authority finds it essential to fill a position, the City Administrator may authorize to fill by provisional appointment. A provisional appointment shall expire once the position is filled or shall not exceed one (1) year.

310 REHIRE

Any employee who has been separated from municipal service with the City of Republic and who later makes an application for employment shall be subject to the same selection procedure as other applicants and will not be entitled to any benefits or accruals from prior service unless such application occurs within one (1) year of leaving the City service due to a lay-off situation.

Employees who leave the City for cause, will not be eligible for rehire.

311 RESIGNATION/TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

Resignation – voluntary employment termination initiated by an employee. (Employees are urged to give at least 2 weeks written notice to their Department Director for rehire eligibility.)

Dismissal – involuntary employment termination initiated by the organization for disciplinary or non-disciplinary reasons.

Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Employees will receive their final pay in accordance with applicable state law. Employees are responsible for all property, materials, or written information issued to them or in their possession or control.

Employees must return all City property immediately upon request or upon termination of employment. Exiting employees may be asked to complete an exit interview with the Human Resources Department.

SECTION 4



BENEFITS

401 EMPLOYEE BENEFITS

All full-time eligible employees are provided a wide range of benefits, which may include:

- Health, Dental, and Vision Insurance
- Bereavement Leave
- Citizenship Leave
- Group Health Continuation Coverage (COBRA)
- Employee Assistance Program
- Family Medical Leave
- Paid Holidays
- Life/Accidental Death & Dismemberment Insurance
- Long-term Disability
- Short-term Disability
- Sick Leave
- Vacation
- Retirement

Some benefit programs require contributions from employees, with a percentage being paid by the City. The City may revoke, suspend or discontinue any benefit provided herein with or without notice to the employee. Contact Human Resources for additional information.

As previously noted, the benefits described in this handbook are governed by formal insurance policies or written benefit plan, as well as an accompanying summary plan description. In the event of any conflict between the benefit descriptions in this handbook and the formal insurance policy or written benefit plan and summary plan description, the formal insurance policy or written benefit plan and summary plan description will control.

402 HEALTH INSURANCE

The City's health insurance program typically consists of major medical coverage, dental coverage, and vision coverage. Eligible employees may select from among these individual coverages.

Full-time employees are eligible for the City's medical insurance program typically within the first 30 days of employment. Eligible employees can also choose to enroll their legal dependents in the health insurance program in accordance with the terms of the program. Eligibility will be dependent upon the Carrier requirements.

403 VACATION BENEFITS

The City values the well-being of their employees and will make every effort to not contact employees while on vacation. Employees are encouraged to enjoy their freedom from work during their time off.

Vacation time is intended to benefit the employee and serve as a time of mental and physical refreshment; therefore, employees are encouraged to use their vacation time.

Vacation time is determined for full-time employees by length of continuous service. Accrued vacation leave may be used after thirty (30) days of employment with the City. The accrual schedules are as follows:

Please note, monthly accruals may slightly vary depending on accrual schedule and software capabilities

All City Staff (excluding those specified in the following Subsections) includes Police Administrative Personnel, i.e., Administrative Assistant, PSR, Investigations Property and Evidence Specialist)

| | Monthly | Yearly | Maximum |
|------------------------------|-------------|-----------|-----------|
| Length of Service | Accruals | Accruals | Accruals |
| 0-1 year of service | 3.34 hours | 40 hours | 40 hours |
| 1 year – 4 years of service | 6.67 hours | 80 hours | 160 hours |
| 4 years – 9 years of service | 10 hours | 120 hours | 240 hours |
| 9 or more years of service | 13.34 hours | 160 hours | 320 hours |

Full-time Commissioned Police Personnel

| | Monthly | Yearly | Maximum | Maximum Payout upon |
|------------------------------|-------------|-----------|-----------|--------------------------|
| Length of Service | Accruals | Accruals | Accruals | Separation |
| 0-1 year of service | 12 hours | 144 hours | 144 hours | 50 hours |
| 1 year – 4 years of service | 15.34 hours | 184 hours | 348 hours | 200 hours |
| 4 years – 9 years of service | 18.67 hours | 224 hours | 428 hours | 300 428 hours |
| 9 or more years of service | 22 hours | 264 hours | 508 hours | 400 508 hours |

*Accruals include holiday hours for working continuous operations.

Full-time Fire Employees Working 24 Hour Shifts

| | Monthly | Yearly | Maximum | Maximum Payout upon |
|------------------------------|-------------|-----------|-----------|--------------------------|
| Length of Service | Accruals | Accruals | Accruals | Separation |
| 0-1 year of service | 13.34 hours | 160 hours | 160 hours | 70 hours |
| 1 year – 4 years of service | 18 hours | 216 hours | 412 hours | 280 hours |
| 4 years – 9 years of service | 22.67 hours | 272 hours | 524 hours | 420 524 hours |
| 9 or more years of service | 27.34 hours | 328 hours | 636 hours | 560 636 hours |

*Accrual based on average 56 hour work weeks and includes holiday hours for continuous operations

Executive Leadership

Team

| | Monthly | Yearly | Maximum |
|------------------------------|-------------|-----------|-----------|
| Length of Service | Accruals | Accruals | Accruals |
| 0-1 year of service | 6.67 hours | 80 hours | 80 hours |
| 1 year – 4 years of service | 10 hours | 120 hours | 240 hours |
| 4 years – 9 years of service | 13.34 hours | 160 hours | 320 hours |
| 9 or more years of service | 16.67 hours | 200 hours | 400 hours |

For the purpose of the above accruals, the Executive Leadership Team shall consist of the City Administrator, Assistant City Administrator, Chief of Staff, City Attorney, City Clerk, Finance Director, BUILDS ~~Administrator~~ Director, Police Chief, Fire Chief, Community Development Director, Parks and Recreation Director, Human Resources Director, Information Systems Director, Public Information Officer. Additional positions may be added at the direction of the City Administrator.

Any employee discovered misusing the vacation leave privileges will be subject to disciplinary action.

Sick/emergency leave will not be substituted for scheduled vacation leave unless approved by the Department Director.

In any case where an employee is separated from service, the employee shall receive the full amount of his/her vacation leave accrued, not to exceed the accrual maximum or maximum payout accrual (whichever applies), at the time of separation.

In the event of an employee's death, the full amount of vacation accrual or maximum payout accrual (whichever applies) and any other compensation due to the deceased employee will be paid to the person(s) legally entitled to receive such compensation.

404 HOLIDAYS

All full-time employees are entitled to the following paid recognized holidays:

1. New Year's Day
2. Dr. Martin Luther King Jr. Day
3. President's Day
4. Good Friday – Friday before Easter
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day – 2nd Monday in October
10. Veterans Day
11. Thanksgiving
12. The day after Thanksgiving
13. Christmas Eve
14. Christmas Day

Other religious holidays not formally recognized by the City may be granted by the City Administrator on a case-by-case basis.

Any recognized holiday that falls on a Saturday will be observed the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. Any employee may be scheduled to work on a recognized holiday if the need arises.

If a non-exempt employee works on a recognized holiday, the employee will receive holiday pay plus wages at one and one-half times his or her straight time rate for the hours worked on the holiday; **except** uniformed police and fire department employees whose holiday pay is included in their base pay and figured into vacation accruals. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Despite the above statements regarding recognized holidays, state law provides that Uniformed Employees, other than exempt employees, work as scheduled by the Department Director (that is, without regard to the recognized holidays).

405 FREEDOM LEAVE

In keeping with our commitment of maintaining a work-life balance, **our current** Leadership Team, as well as other identified exempt positions, will be required to take an annual leave from work, without contact (via email, text, etc.) to staff regarding city business. This leave allows the employee to focus on priorities outside of their work commitments and imposes an opportunity to rest and recharge as an effort to curb burnout and/or sustain results. This leave allows for

succession planning as well as proactive due diligence. This leave is considered a privilege and is subject to the guidelines outlined in the Administrative Policy. Item 2.

406 SICK LEAVE BENEFITS

The sick leave policy is designed to provide full-time employees with paid time off for personal illness, to include physical and/or mental health, or injury, or the illness/injury of an immediate family member. This benefit is intended to help eligible employees maintain a stable base pay during short periods of non-occupational illness or injury.

Full-time employees accrue approximately eight (8) hours of sick leave for every full month of service with a maximum accumulation of 720 hours. Full-time sworn fire employees working a 56-hour workweek will accrue approximately twelve (12) hours of sick leave for every full month of service with a maximum accumulation of 1080 hours.

If an employee is frequently absent, or out for more than three consecutive days, he or she may be required to provide their Department Director with a physician's statement confirming the illness or injury, and that he or she is released to return to work. The Department Director will forward the return-to-work slip to the Human Resource Department to be kept in the employee's medical file. If warranted, the Department Director may require a physician's statement more frequently.

Sick leave may only be used for an employee's own or an immediate family member's illness, or medical/dental appointments. Immediate family, for the purpose of sick leave, is defined as a parent, spouse or child (or guardianship) or in event the family member is residing with the employee. Any exception will require department director and/or HR approval.

Sick leave continues to accrue while an employee is on FMLA leave or other leave of absence. An employee may carryover accrued but unused sick leave from one calendar year to the next. The maximum accumulation is 720 hours.

If an employee has been employed for the entire calendar year in a full-time position and does not use any sick leave hours within that calendar year; then the employee will be awarded sixteen (16) hours of vacation time at the beginning of the following calendar year. If the employee uses eight hours or less (or one shift or less) of sick leave within that calendar year, then the employee will be awarded eight (8) hours of vacation time at the beginning of the following year.

Upon separation from the City's service, accrued sick leave shall not be paid.

In the event of a local, state or national disaster, (i.e. pandemic), mandated sick leave will be paid in accordance with federal/state/local regulations and/or recommendations.

Misuse of Sick Leave

Sick leave is not an entitlement for extra days off, but a benefit to be used only in time of need.

At all times, employees are expected to give honest and truthful reasons for absences. "Calling in sick" and using sick leave for reasons other than that which are outlined under these guidelines can result in disciplinary action, up to and including termination of employment.

407 OTHER LEAVE(S) OF ABSENCE

Full-time employees who require time off in addition to vacation may request a personal leave of absence without pay for up to a maximum of 30 days, with approval from their Department Director. An extension may be approved in limited circumstances. The employee will be responsible for paying their portion of all benefits while out.

All regular, full-time employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave absence. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved.

Please contact Human Resources for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis.

Not reporting to work and not calling to report an absence is considered 'no-call/no-show' and is a serious matter. The first instance of a no call/no show will result in a written warning. The second separate offense may result in further disciplinary action. **A no call/no show lasting three days may be considered job abandonment and ~~may~~ will be deemed an employee's voluntary resignation of employment.** Any extenuating circumstances will be approved by the Department Director in conjunction with Human Resources.

Administrative Leave

~~Administrative~~ Leave with pay may be approved by the City Administrator or designee.

408 CITIZENSHIP LEAVE

The City encourages all employees to fulfill their civic responsibilities by performing jury duty or witness duty when required. Employees must present a copy of the jury or witness duty summons to their Supervisor as soon as possible to allow adequate time to make an accommodation for the absence. Employees are expected to report for work when the court schedule permits.

The employee's pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The City will continue to provide the employees' benefits for the full term of the jury duty absence.

Either the City or the employee may request an excuse from jury duty if, in the City's judgment, the employee's absence creates serious operational difficulties.

The City also encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, the City will grant up to two hours of paid time off to vote.

Employees should request time off to vote from their Supervisor prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

409 CONTINUATION COVERAGE (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries covered by the City's health insurance program the opportunity to continue that coverage after a qualifying event would normally result in the loss of eligibility. The City will follow all applicable laws with regard to COBRA notification.

410 BEREAVEMENT LEAVE

It is the City's intent to allow full-time employees 24 hours of paid bereavement leave for the death or imminent death of an immediate family member. If extenuating circumstances or additional travel is involved, the Department Director and/or City Administrator may grant additional paid time in addition to the bereavement leave. Department Directors

may grant leave of one scheduled work shift for an eligible employee to serve as a pallbearer at or attend a funeral for someone not within the immediate family.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, shift differentials, etc.

For purposes of bereavement leave, the City defines “immediate family” as the employee’s spouse, child, parent, grandparent, grandchild or sibling; the employee’s spouse’s child, parent, sibling, grandparent or grandchildren; the employee’s child’s spouse, grandparents or grandchildren. Relationships of ‘step’, ‘in-laws’ or guardianship are included. Exceptions may be approved at the discretion of the Department Director. The employee’s supervisor or Department Director may require any employee taking bereavement leave to document the need for such leave by providing an obituary or other certification.

~~In the event of death of a City employee, employees of the City may leave for attendance at the funeral, the Department Director will be responsible for appropriate scheduling.~~

411 FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE POLICY

All requests for use of the Family Medical Leave Act of 1993 (FMLA) by employees shall be in accordance with the provisions of the Act. Eligible employees will be entitled to family leave in accordance with the Act. The Human Resources Department is authorized to take whatever steps it deems necessary to administer the Act.

Amount of Leave

If properly requested, the City will grant an eligible employee up to 12 weeks of unpaid leave during a 12-month period. However, an eligible employee may take 26 weeks of leave during a single 12-month period to care for a Covered Service Member. Any such 26 weeks would also include any other leave(s) taken under this policy for any reason.

For computing purposes, the City will use the 12-month period ~~measure-measured~~ forward from the date any employee’s leave begins.

In addition, an employee on FMLA leave may not engage in any other work or employment during the leave without first obtaining the written authorization to do so from Human Resources. Such authorization will not unreasonably be withheld. If an employee on leave engages in other work or employment without such advanced written approval, the employee ordinarily will be considered to have voluntarily resigned his/her employment with the City.

Compensation During Leave

An employee is encouraged to use all accrued leave time during any otherwise unpaid leave granted under this policy for a serious health condition, to care for a Covered Service member, or for bonding purposes. Once the applicable paid time off is exhausted, the remainder of leave is unpaid.

The requirement that accrued paid time off be used during a leave under this policy does not apply to any part of a leave during which an employee is receiving workers’ compensation disability benefit payments or short-term temporary disability plan payments. However, an employee may elect to use accrued sick and/or vacation time during such leave to supplement the disability payments.

Group Health Plan Coverage During Leave

During FMLA leave, the City will continue paying any part of the employee’s group health plan premium that it was paying prior to the leave initiating, subject to the requirements of this policy and the plan. An employee on leave is responsible for his/her usual portion of the premium. If accrued paid time off work is applied simultaneously with time on leave, the employee’s portion of the premium will be made through payroll deductions to the extent paid time off is sufficient to

cover the employee's portion of the premium. In all other situations, the employee must pay his/her portion premium.

Other Benefits While On Leave

Subject to the terms of the policy or plan, the City will continue to pay the premiums for an employee who has City paid coverage while on leave. The City reserves the right to recover from the employee the cost of such premiums if the employee does not return from leave. For information regarding the amount of premium payments and how and when the employee's premium must be made, contact Human Resources. If the employee's portion of the premium is more than 30 calendar days late, coverage may be lost retroactive to the date the unpaid premium was due.

Miscellaneous

For additional information regarding this policy, contact Human Resources.

412 MILITARY LEAVE

The City will comply with all applicable state and federal laws concerning military leave including the federal law known as the Uniformed Services Employment and Re-employment Rights Act (USERRA). USERRA requires the City to provide certain benefits to most employees who take military leave, that is, a leave from their work at the City to perform "service in the Uniformed Services."

413 FLOATING HOLIDAYS

The City provides all regular full-time and regular part-time employees twenty-four (24) hours per year to be used as Floating Holidays for personal time off. This is paid time off as chosen by the employee with permission of the supervisor.

Floating Holidays for new employees will be pro-rated based on hire date within a calendar year. The following schedule will apply:

- Hire date: January 1 - April 30th - 24 hours personal time given.
- Hire date: May 1 - August 31st - 16 hours personal time given.
- Hire date: September 1st - December 31st - 8 hours personal time given.

Floating Holidays are renewed each January and must be used before December 31st of the same calendar year. Upon separation from the City's service, an employee shall not be entitled to receive payment for any remaining Floating Holidays. Floating Holidays may not be used in lieu of two (2) week written resignation notice, unless extenuating circumstances apply and approved by the department director.

414 WORKERS' COMPENSATION INSURANCE

The City provides workers' compensation insurance coverage for all employees at no cost to employees. This program covers injuries or illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Any employee who sustains any work-related injury or illnesses is required to inform their Supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for any injury or illness that occurs during an employee's voluntary

participation in any off-duty recreational, social, or athletic activity sponsored by the City. All payments shall be pursuant to state law.

Missouri's Workers' Compensation Law allows for penalties against employees who use alcohol or non-prescribed controlled drugs. If the workplace injury was sustained in conjunction with the use of the above, Workers' Compensation Benefits will be reduced. If the use of alcohol or non-prescribed controlled drugs was the proximate or substantial cause of the injury, then any Workers' Compensation Benefits will be forfeited.

415 – Retirement

The City of Republic provides 100% paid retirement and does not require an employee contribution. The city offers both a defined pension plan and deferred compensation plan.

The City's pension plan is defined as L-3 offered through Missouri Local Government Employees' Retirement System (LAGERS). This pension plan provides a guaranteed benefit for the lifetime of the eligible member. Employees are vested after five (5) years and service time in the plan may travel with the member to other applicable public employers in Missouri. The pension amount is based upon a formula representing final average salary, years of service and the plan multiplier.

Effective on or around April 2022, The City will contribute 9% of the employee's base wages to a 457 plan through Missions's Square/ICMA-RC. Employees are not required to contribute but may do so up to the allowable contribution allowance as determined by the IRS. The employee must be employed six (6) months for eligibility, but contributions will be retroactive to the initial hire date.

SECTION 5



PAYROLL AND TIMEKEEPING

501 TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Time worked is all the time actually spent on the job performing assigned duties. It is the supervisor's responsibility to ensure the accuracy of submitted timesheets.

Non-exempt employees should accurately record the time they:

- Begin and end their work including any split shift.
- Begin and end any meal period.
- Begin and end any departure from work for personal reasons.
- Work overtime.

Overtime work by a non-exempt employee must always be approved by the Supervisor before it is performed. Unless overtime has been approved, or additional straight time work has been approved by the Supervisor in a workweek in which paid time off is used, a non-exempt employee's total hours for the week (including use of paid time off, such as sick, vacation and comp hours as well as hours worked) should total the standard number of hours in the employee's regular schedule. Exception: Major storms, power outages, water/wastewater problems, etc. may require overtime for some who have already taken vacation or sick leave in that workweek who are not already on call. Departments should have specific overtime policies in place.

Altering, falsifying, tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-exempt employees should report to work immediately prior to their scheduled starting time and stay no more than 15 minutes after their scheduled stop time without express, prior authorization from their Supervisor.

Time records shall be entered by each employee, approved by designated supervisor, and forwarded to payroll for processing. Employees may view pay stubs electronically.

If any correction or modification is made to a time record, both the employee and the Supervisor will be notified of the change and to verify the accuracy.

502 PAYDAYS

The work week runs from Sunday to Saturday of each week. Employees will be paid on a bi-weekly basis on each subsequent Thursday following the completion of the two-week pay period. If the regularly scheduled payday should fall on an authorized holiday, payday will be on the last workday prior to the holiday.

503 SEVERANCE PAY

The City Administrator, ~~with notification to the City Council~~, determines any severance benefit for employees depending on the situation. Severance agreements will be vetted and established in accordance with the City Attorney's office and/or other appropriate counsel whose termination is unrelated to performance. Severance pay benefits will only apply to regular full-time employees.

504 PAY ADVANCES

The City does not provide pay advances.

505 PAY DEDUCTIONS

The law requires that the City make certain deductions from every employee's compensation. Among these are applicable federal, state, and local taxes.

Pay deductions may be made ~~if~~ by court order, i.e., garnishments, child support, etc., to repay a debt or obligation to the City or others. Any contributions to the City's LAGERS retirement system, health insurance, ICMA, or other ~~employee~~ ~~paid~~ ~~employee-paid~~ elected benefits will also be deducted.

506 PAY AND RELATED PROCEDURES

A. FLSA STATUS AND OVERTIME

An employee's wages for time worked may be accumulated or calculated according to two primary methods: hourly or salary.

All non-exempt employees are paid a given pay rate, as determined pursuant to the Compensation Plan, for each hour worked for the City. All non-exempt employees paid on an hourly basis are required to track and record hours worked as determined by departmental protocol.

Human Resources shall periodically analyze positions compensated by salary to determine whether they qualify for FLSA exempt status. Exempt employees are not eligible for overtime pay. Positions classified as exempt shall meet the FLSA standard/duties test as required.

Overtime may be required when necessitated by business operations. If asked to work overtime, employees will be expected to cooperate. Non-exempt employees are eligible to receive overtime pay at a rate in accordance with the Fair Labor Standards Act for all hours physically worked in excess of forty (40) hours in any work week, excluding meal periods and paid leave, unless otherwise required by law. All overtime worked by FLSA non-exempt status employees must be approved by that employee's supervisor.

Employees required to work special events and/or outside of their typical work schedules will be paid accordingly which may include mandatory overtime options as deemed approved by the department director.

The few exceptions to the requirements to pay exempt employees on a salary basis are listed below. In these cases, deductions may be permissible as long as they are consistent with other City policies and practices.

- Absences of one or more full days for personal reasons other than sickness or disability (partial days must be paid).
- Absences of one or more full days due to sickness or disability if the employee is eligible for but has exhausted accrued sick leave.
- To offset any payment for jury duty or a witness fee.
- Penalties imposed in good faith for violating safety rules of "major significance" (i.e., rules relating to the prevention of serious danger in the workplace or to other employees).
- Unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules applicable to all employees.
- Proportionate part of an employee's full salary may be paid for time actually worked in the first and last weeks of employment.
- Unpaid leave taken pursuant to the Family and Medical Leave Act.

Managers or Supervisors violating this policy will be subject to investigation of their pay practices and appropriate corrective action in accordance with normal procedures.

507 PAY CORRECTIONS

The City takes all reasonable steps to ensure employees receive their correct amount of pay and that employees are paid promptly on the scheduled payday. The City prohibits any improper pay deductions from an employee's check whether the employee is exempt or non-exempt.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of his/her Department Director so that the matter can be investigated promptly, and a correction can be made as quickly as possible, as appropriate. If the employee needs further assistance, he/she should contact the Human Resources Department directly. Any improper deductions or other discrepancies will be reimbursed or corrected, at the latest, by the next regular payroll. In the event of any improper deduction, the City will make a good faith commitment to comply in the future.

The City prohibits retaliation against any employee for raising a complaint under this policy, or for providing information in connection with any complaint hereunder.

508 STANDBY PAY/ON CALL TIME

Situations occasionally arise when it becomes necessary to "call back" a non-exempt employee after their regularly scheduled workday is completed or whenever a non-exempt employee is assigned to work an additional unscheduled shift on their regular day off to properly staff the department, that employee shall receive one (1) and one-half (1/2) times their regular hourly rate. The Department Director shall have the discretion of establishing a minimum standard for call back time. Refer to Administrative Policy for additional information.

509 SCHEDULE CHANGES

When a shift change is necessary to maintain effective operations, the department should strive to give the employee as much notice as possible of the change in schedule, with a minimum notice of 24 hours. This does not include temporary or emergency situations.

510 LONGEVITY PAY

The City values our employees' service and commitment to our citizens. Longevity is not designed to take the place of merit, but rather payment for continued service. Longevity pay is subject to annual budget considerations and available funds. Additional details pertaining to longevity pay can be found in Administrative Policy.

SECTION 6



WORK CONDITIONS AND HOURS

601 SAFETY

The City provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, and other written communications.

Employees and Supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are required to raise them with their Supervisor or to the attention of their Department Director immediately. Reports and concerns about workplace safety issues may be made to the office of Human Resources if the employee wishes. All reports can be made without fear of reprisal.

Each employee is required to obey safety rules and to exercise caution and good judgment in all work activities. Employees must immediately report any unsafe condition to the appropriate Supervisor. Employees who violate any safety standard, who cause any hazardous or dangerous situation, or who fail to report or, where appropriate, remedy any such situation, may be subject to disciplinary action, up to and including termination of employment.

In the case of any accident that results in injury, regardless of how insignificant the injury may appear, employees are required to immediately notify their Supervisor or Department Director.

602 COMPUTER USER AND USE OF ELECTRONIC MEDIA AND ELECTRONIC EQUIPMENT

The general standards of ethics and conduct expected of a City employee also apply to the use of City computer and other electronic resources. Such resources are available to employees to assist in achieving organizational goals. Users are expected to cooperate with each other to promote the most effective use of these resources, and users will be held accountable for their actions involving computers and other electronic resources (such as voice mail, faxes, cell phones, etc.), as they would be in other situations. Please refer to Administrative Policy for complete details regarding the City's Computer Use Policy.

603 WORK SCHEDULES/ATTENDANCE AND PUNCTUALITY

The official workweek begins at 12:01 a.m. Sunday morning and runs through midnight the following Saturday. The official workday begins at 12:01 a.m. and runs through midnight of the same day.

Not all City employees observe the same workday, but all are expected to work regularly and devote their efforts to City business during working hours. All employees are expected to report to work promptly and remain on the job until the end of their shift, with the Department Director outlining the regular workday for the department. Any employee who is unable to report to work as scheduled shall notify his/her immediate Supervisor of the reason for and expected duration of the tardiness or absence. This must be done as soon as possible in advance of the scheduled starting time, and in no event later than two hours after the scheduled starting time. If for some reason an employee is unable to call, a spouse, family member, or friend can make the call on their behalf. This procedure must be followed each day an employee is unable to report to work as scheduled (unless on a properly approved leave of absence for which the exact dates of the leave have been scheduled). Also, if it becomes necessary for an employee to leave work before their scheduled stopping time, permission from the Department Director or Supervisor is required.

Failure to timely and properly give notice, or repeated tardiness, absence or leaving early may result in corrective action up to and including termination.

RECOMMENDED HOURS OF WORK

| DEPARTMENT | BEGIN | END | MEAL |
|-----------------------|------------------------------------------|------------|-------------|
| Administration | 8:00 | 5:00 | Hour |
| Animal Control | 8:00 | 5:00 | Hour |
| Community Development | 8:00 | 5:00 | Hour |
| Fire | Shifts designated by Department Director | | |
| Municipal Court | 8:00 | 5:00 | Hour |
| Parks and Recreation | 8:00 | 5:00 | Hour |
| Police | Shifts designated by Department Director | | |
| Street | 8:00 | 4:30 | ½ Hour |
| Water | 8:00 | 4:30 | ½ Hour |
| Wastewater | 7:30 | 4:00 | ½ Hour |

Remember, these are just recommended hours of work and may be changed by Department Directors, with the approval of the City Administrator, to better fit their department needs or to better serve the public.

Emergency response employees are required as part of their normal employment to assume stand-by (or on call) duty. Those employees may be required by their Department Director to make themselves readily available during off duty hours on a rotational basis for the purpose of call-out to fire scenes, accident locations and emergencies of the like. A call phone shall be provided to these employees to allow for mobility during these periods of **off-duty standby time**.

604 TOBACCO USAGE

In keeping with the City's intent to provide a safe and healthy work environment, tobacco usage in City facilities or in City vehicles is prohibited. This policy applies equally to all employees, customers, and visitors.

605 MEAL PERIODS

All full-time employees are provided with one non-compensated meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Non-exempt employees will be relieved of all responsibilities during meal periods and will not be compensated for that time. Exception: Some emergency service departments may not be able to leave their posts during mealtimes and will be compensated accordingly.

606 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work beyond their regular schedule. When possible, advance notification of these mandatory assignments will be provided. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Each full-time employee is required and expected to work a forty (40) hour week (fifty-six (56) hours for designated fire department personnel). Non-exempt employees will be paid overtime pay for any time worked over 40 hours in one workweek. Overtime pay is at 1 ½ times the regular hourly rate of pay (time and one-half). Exception: The City has the option of paying overtime pay or of giving compensatory time off. Additionally, Police and Fire overtime will be paid in accordance with FLSA.

Accepting employment with the City means the employee consents to the policy. Compensatory time accrues at a rate of 1½ hours for each hour physically worked over and above an employee's regular work week. The maximum amount of compensatory time off that can be accrued by any employee is ~~the standard~~ 24 hours-number-of-hours-for-which-the

~~employee is scheduled in one workweek.~~ All compensatory time accrued and taken must be reported to the payroll for processing.

Prior to working overtime, a non-exempt employee must receive approval from his or her Supervisor. A non-exempt employee who works overtime that has not been approved in advance by the Supervisor is subject to disciplinary action, up to and including termination.

607 USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using City property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines established by each department. The use of cellular phones while operating a City vehicle is prohibited, except by police officers and fire personnel in the course of their duty and other City employees in the event of an emergency.

Anyone driving on City business or driving a City vehicle must wear his/her seat belt as well as anyone in the vehicle with the employee.

Employees are required to notify their Supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. All safety and protective gear must be used according to the personal protective equipment policy listed in the City of Republic Employee Safety Handbook and internal departmental policies. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or any vehicle, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

608 EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fire, power failure, or natural disaster can disrupt City operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs, notification of the closing will be broadcast on the City's emergency notification system and the web page.

The City Administrator or his designee will notify the Department Directors and they, in turn, will notify their direct reports who will notify all remaining employees.

Employees in essential operations may be asked to work on a day when operations are officially closed; however, the obligation to provide services to the citizens of Republic must be balanced with the risk of danger to municipal employees. Please see Administrative Police for additional information.

609 BUSINESS AND TRAVEL EXPENSES

Consistent with Administrative Policy, the City will reimburse employees for reasonable authorized business travel expenses incurred while on assignments away from the regular work location. All department business travel must be approved in advance by the Department Director. Please review the Administrative Policy for additional detailed information.

Employees should contact their Supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business and travel expense policy, including falsifying any expense report to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

SECTION 7



EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

701 EMPLOYEE CONDUCT AND WORK RULES

Each employee is expected to maintain a high standard of personal conduct and job performance, and to conduct himself/herself in an honest, responsible, and polite manner. Where conduct/performance does not meet the City's expectations, the City may generally try to provide the employee with a reasonable opportunity to correct the problem(s). The action taken generally will depend upon such factors as the employee's job, nature and severity of the problem, and past performance.

Disciplinary action may take any of the following forms: dismissal, demotion, suspension, or reduction in compensation. Employees, with status, in a classified service and subject to such discipline are entitled to a pre-disciplinary hearing prior to the issuance of discipline. An employee under the classified service who is dismissed, demoted, suspended, or reduced in compensation shall be notified, in writing following the outcome of the administrative hearing, setting forth specific reasons for such action, and shall be notified of his/her right to appeal to the Personnel Board under Section 702. An employee given notice of dismissal but prior to the effective date of such action may be retained in duty status, placed on administrative leave with pay, or suspended without pay as determined by the City Administrator. An employee in the classified service may be separated without the right of appeal at any time during the probationary period. Employees in the unclassified service, as well as contractual, temporary, or seasonal employees, have no right of appeal. Please refer to Administrative Policy for specific disciplinary procedures.

The guidelines set forth below are intended to avoid confusion and misunderstandings about what is and is not satisfactory conduct. Of course, no list of guidelines can exhaustively cover every circumstance in which the City may impose disciplinary action. Just causes for disciplinary action are listed below, though disciplinary action may be taken for other just causes. Accordingly, the following list merely illustrates the kind of unacceptable conduct which may result in disciplinary action up to and including termination of employment.

1. Dishonesty including, but not limited to, such conduct as falsifying any personnel, payroll or other record; actual or attempted unauthorized possession of property belonging to the City, another employee or any other person/entity, or actual or attempted destruction or abuse of such property.
2. Failure to follow instructions or other insubordination.
3. Commission of any unlawful act while at work or away from work or inducing or encouraging another to commit such an act, which affects the employee's relationship to his/her job or fellow employees or reflects poorly on the City's image or reputation in the community.
4. Fighting or provoking a fight or threatening, intimidating, or coercing others while at work.
5. Inattention to duties, wasting time, carelessness, disrupting work, horseplay, unauthorized sleeping or appearing to sleep on the job, poor judgment, or any other unsatisfactory job performance.
6. Using abusive, profane, threatening, discourteous, demeaning, or disrespectful language at work or towards another employee or any other person.
7. Repeated absence, tardiness or early departure, or abuse of any time off work or leave of absence policy.
8. Unauthorized use or disclosure of confidential information.
9. Reporting to work or working under the actual or apparent influence of alcohol, and illegal drug or any unauthorized prescription drug, or possession of any such substance at work or while working.
10. Any unsafe work practice or failure to report immediately any incident, injury or accident which happens during work time or is work related.
11. Possession of any dangerous or unauthorized material or weapon on the City's premises or while working.

12. Violation of any City policy or standard practice.
13. Violation of any of the principles or rules of this employee manual, or other City policy, practice, or guideline.
14. Engaging in any conduct unbecoming of an officer or employee of the City, either on or off duty.
15. Being incompetent or inefficient in the performance of required and expected job duties and expectations.
16. Receiving two successive unsatisfactory employment evaluations.
17. Being careless or negligent with the moneys or other property of the City.
18. Engaging in outside business activities on City time without permission or using City property for such activity without permission.
19. Being negligent or unsafe in conduct or actions which jeopardize the safety of oneself or one's fellow employees or the safe use of City equipment.

702 APPEALS FROM DISMISSAL, DEMOTION, SUSPENSION OR REDUCTION IN PAY

(a) Any employee with status who is demoted, suspended, or reduced in compensation in accordance with Section 701 may either follow the grievance procedure in Section 703 or appeal directly to the Personnel Board in accordance with Section 702(c). If that employee chooses to pursue the grievance procedure, any request for a hearing by the Personnel Board must be filed in writing within five working days after the City Administrator has rendered his or her decision.

(b) Any person who has been dismissed in accordance with Section 701 shall appeal only to the Personnel Board in accordance with Section 702(c).

(c) When a direct appeal is made to the Personnel Board (under Section 704), a written request, stating the facts pertinent to the appeal, must be delivered to the Secretary of the Board (the Director of Human Resources) at the Director's office within fifteen (15) calendar days following the effective date of the dismissal, demotion, suspension or reduction in compensation, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next working day.

(d) Any employee who has been dismissed, demoted or suspended, who is not otherwise entitled to a hearing before the Personnel Board under Section 702(a) through 702(c) and who contends that the employee's constitutional rights have been violated, may request a due process hearing by filing a written request for such hearing with the Director of Human Resources within fifteen (15) days after the dismissal, demotion or suspension. If the Director of Human Resources determines that the employee may be entitled to a due process hearing under the Constitution of the United States or the State of Missouri, then the Director of Human Resources shall inform a hearing officer who shall be appointed by the City Administrator to hear such cases and such hearing officer shall hold a due process hearing for the purpose of determining if the employee's name or record shall be cleared. Upon hearing the case, the hearing officer shall make his/her findings of fact and conclusions of law and shall file a copy with the City Administrator and the Human Resources Director. The hearing officer shall have the authority to adopt rules for hearing such cases and shall have the same authority as the Board to subpoena witnesses and documents to a hearing. Such hearing shall be for the sole purpose of providing the employee an opportunity to clear the employee's name or record, and the hearing officer shall not have any authority to grant the employee an affirmative relief other than to place in the employee's record a copy of his decision.

Progressive Discipline

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

The City supports the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our organizational values, HR best practices and employment laws.

Outlined below are the steps of our progressive discipline policy and procedure. The City reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

The following outlines The City's progressive discipline process:

- **Verbal warning:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- **Written warning:** Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.
- **Performance improvement plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time to be determined by the Department Director. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the organization. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, further disciplinary action may occur.
- **Suspension:** Suspensions will be without pay for a determined period of time for repeated violations of unacceptable behavior or a suspension may be instituted as the appropriate form of discipline for an initial offense if warranted by the violation committed.
- **Demotion:** When the appropriate Department Director determines that the employee does not render the appropriate qualifications to safely or satisfactorily satisfy the requirements of their job; or it is determined that due to the employee's unacceptable behavior or actions, it will be considered in the best interest of the City to reassign the employee to lesser responsibility, or for an increased efficiency in City operations, an employee may be demoted based upon these said reasons. Their new salary will be at the beginning of the pay graderange of their new position unless otherwise approved by the City Administrator.
- **Termination:** Depending on the severity of the frequency of the unacceptable behavior, unacceptable work performance and/or the failure to obtain the appropriate licensing or certification, the Department Director may dismiss the employee for cause.

The City reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

Grievance Procedure

A grievance is defined as an employee's formal expression of a complaint or disagreement and/or request for relief regarding employment conditions impacting safety, adverse employment actions such as suspension, demotion or termination, or loss of pay, benefits or seniority; but not including lateral transfers, changes in job titles, or other actions which do not negatively impact pay, benefits, or authority. Employees holding a work-related grievance shall utilize the following procedure in working toward the resolution of his/her problem:

1. The first step in the grievance procedure is for the employee to discuss the problem with his/her Supervisor within three (3) working days after the incident leading to the grievance. If the employee's Supervisor takes no action or if the employee is not satisfied with the action or decision of the Supervisor, he/she shall, within five (5) working days, proceed to the second step of the grievance procedure. If the grievance involves the Supervisor, the employee may, within three (3) working days after the incident leading to the grievance, proceed to the second step. If the grievance involves the Department Director, the employee may, within three (3) working days after the incident leading to the grievance, file with the Human Resource Department, an appeal to the City Administrator.
2. Employees pursuing the second step of this process should make their complaint known in writing to their Department Director within the specified timeframes referenced in step 1. This statement should include a brief description of the employee's complaint and any action taken or decision made by the employee's immediate Supervisor. The Department Director is encouraged to provide the employee with a written response within five (5) working days of receiving the grievance.
3. If within the next five (5) working days after this written statement reaches the office of the Department Director, and the employee does not receive a satisfactory response, that employee should request in writing to the Human Resources Department, within three (3) working days, an appeal to the City Administrator. The Director of Human Resources shall assemble the facts of the case and present all relevant documentation to the City Administrator. The City Administrator may hold a conference with the persons concerned in the case if it is deemed necessary.
4. Once the appeal is formally submitted to the City Administrator from the Director of Human Resources, the City Administrator shall present his or her decision in writing to the Department Director and the employee, with a copy to Human Resources, within fourteen (14) working days.

Department Directors who have a work-related grievance shall utilize the following procedures in working toward the resolution of their problem. These procedures shall be applicable to all grievance proceedings:

1. The first step in this grievance procedure is for the Department Director to discuss his/her problem with the City Administrator within three (3) working days after the incident leading to the grievance, or when the Department Director first becomes aware of a situation causing a grievance. If the Administrator takes no action, or the Department Director is not satisfied with the action or decision of the Administrator, he/she should proceed to the second step of this employee grievance procedure.
2. Department Directors pursuing the second step of this process should make their complaint known in writing to the City Council. This statement, which must be submitted at the next regular City Council meeting, should include a brief description of the Department Director's complaint, a description of action taken, or decision made by the City Administrator, and an appeal from such action or decision.

3. The City Council will consider the written complaint and decide by majority vote whether to intervene. In the event, the decision of the City Council shall be final.

704 PERSONNEL BOARD HEARING

(a) When an eligible employee shall make an appeal (or complaint) before the Personnel Board in a case involving his or her dismissal, demotion, reduction in pay or suspension, the City Administrator, or his/her designee, shall appoint a Personnel Board (consisting of City and/or non-City employees) picked by lot, consisting of five (5) members to hear individual appeals presented by employees. No standing board is required, but the City Administrator may, in his or her discretion, appoint a standing board. In all cases, the Director of Human Resources shall serve as the Secretary to the Board. It shall be the duty of the Personnel Board to ascertain to the best of its ability the facts of the case and after weighing all available evidence to report its findings to the City Administrator for such disposition as he or she may deem appropriate.

(b) Hearings will be scheduled for a pre-selected date and time during the month following receipt of the complaint, provided there is sufficient time to comply with the disclosure phase of the hearing process. Should there not be sufficient time to comply with the disclosure phase of the process, then the pre-selected date set for the next month would be selected. Should the complainant have a conflict with the original pre-selected date and time, the hearing will be scheduled for the next available pre-selected date and time during the following month. The Board will not reschedule a hearing more than two times to accommodate scheduling conflicts. If scheduling conflicts arise that do not allow the complainant to attend one of the three dates provided by the Board, the complainant shall be deemed to have voluntarily waived his or her right to a hearing before the Personnel Board. The Board reserves the right to reschedule a hearing date if it is apparent a quorum will not be available. The City Attorney will be responsible for oversight of the Personnel Board.

(c) Notice of the time and place set for public hearing shall be given promptly by the Secretary of the Board (i.e. the Director of Human Resources) to the complainant and at least five (5) days prior to the hearing.

(d) In order to properly discharge its function in regard to the review of such disciplinary actions, the Board shall have access to any files, correspondence, memoranda, etc., which they feel might be pertinent to the case and shall have the right of questioning any officers or employees of the City whom they feel may be able to shed light on the circumstances involving the disciplinary action in question. No officer or employee shall himself be subject to disciplinary action as a result of testimony given in such a hearing.

(e) In its review of a disciplinary action the Personnel Board shall limit itself, in the absence of overriding cause for considering extraneous matters, to a consideration of: (1) The question of the appropriateness of the discipline to the transgression, with regard to the case under consideration, and (2) the question of whether the employee is guilty of the transgression with which he is charged.

(f) Hearings shall be conducted in an informal manner with every effort made by the Personnel Board to avoid the appearance of conducting a trial as in a court of law.

(g) Public hearings on complaints may be adjourned only upon good cause shown, and in the event that the complainant shall fail to appear in person at the time and place set for hearing, he shall be presumed to have waived his right to further hearing and the Board may proceed forthwith to investigate and determine the case.

(h) Complainant may, at their election, be represented by counsel, provided that notice of such representation shall be filed with the Secretary of the Board (i.e. the Director of Human Resources) at least forty-eight (48) hours prior to the time set for hearing. The Personnel Board will be represented by counsel provided by the City Attorney, or his or her designee, or any other attorney so designated by the City.

(i) Hearings before the Personnel Board shall be public and shall be conducted in an orderly manner with a view of presentation of all material facts so that a fair and impartial decision may be made. The Chair of the Board shall have full authority at all times to maintain orderly procedure and to reject irrelevant matters and limit the hearing to relevant facts. The Personnel Board shall have the authority to adopt rules and regulations pertaining to the conduct of hearings and the conduct of its business provided such rules are not inconsistent with the laws of the City.

(j) The decision of the Personnel Board shall be promptly reduced to writing, setting forth its finding and recommendations, and be filed with the City Administrator with a copy to the Mayor. The Board may make recommendations to the City Administrator as follows:

- (1) The Board may recommend concurrence in the action of demotion, dismissal, suspension, or reduction in compensation.
- (2) If the Board finds that the action complained of was taken by the appointing authority for political, religious, or ethnic reasons, the Board shall recommend that the employee be restored to his former position or a like status without loss of pay and without penalization.
- (3) In all cases, the findings and recommendations of the Board shall be submitted to the City Administrator for his or her consideration, who may, not later than thirty (30) days after receipt of such findings and recommendations, restore the employee to his former status with or without loss of pay for the period involved; modify his or her original decision of dismissal, demotion, suspension, or reduction in compensation; or continue with his/her original decision. The decision of the City Administrator shall be final.

705 PERSONAL APPEARANCE

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to the community.

Various departments within the City receive a clothing allowance in the departmental budget. The City expects its employees to maintain these uniforms in a neat and orderly appearance.

Consult your Supervisor or Department Director if you have questions as to what constitutes appropriate attire. Copies of the current *Dress Code Policy* can be found in the Administrative Policy.

706 SOLICITATION/DISTRIBUTION/POSTINGS

In an effort to assure a productive and harmonious work environment, persons not employed by the City may not solicit or distribute literature in the workplace at any time for any purpose.

The City recognizes that employees may have interest in events and organizations outside the workplace. However, employees may not solicit for any purpose during the work time of the employee being solicited or doing the solicitation. Also, employees may not distribute materials in any work area.

The City Administrator or Department Director may grant an exception for distribution of material pertaining to recognized non-profits or charitable civic organizations on the employee’s own time. Permission shall not be granted for commercial, religious or political material. Employees must notify the City Administrator, in writing, when they serve on boards of non-profit organizations that may do business with the City.

In addition, the posting of written material on City bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Legal Posters and Notices
- Job Openings

- Internal Memoranda
- State Disability Insurance/Unemployment/Insurance Information

SECTION 8



DRUG AND ALCOHOL POLICY

PURPOSE

The City of Republic is a Zero Tolerance Workplace. It is the policy of the City of Republic to maintain a work environment free from the use, possession and effect of alcoholic beverages and drugs. The City recognizes that drugs and alcohol impair employee judgment, which may result in increased safety risks, hazards to the public, employee injuries, faulty decision making and reduced productivity. The most effective means of avoiding potential problems is through a comprehensive policy directed against drug and alcohol abuse by employees. Therefore, the City expects all employees to be unimpaired by drugs or alcohol during work hours. The primary objective of the policy is to determine fit for duty and provide the highest level of service to the public. Therefore, all employees may be subject to drug and alcohol testing as stated in this policy.

PROHIBITED/REQUIRED CONDUCT

1. While on duty, stand-by, on City premises, or while conducting business related activities off City premises, no employee or applicant may use, possess, distribute, sell, or be under the influence of alcohol or any illegal drug or unauthorized prescription drug.
2. No applicant or employee may refuse or fail to cooperate fully in any drug and/or alcohol testing conducted or required under this policy. A refusal or failure to fully cooperate includes, but is not limited to, such conduct as timely or properly reporting as directed for testing, refusal to accept transportation arranged by or through the City to the testing facility, refusal to submit to any drug and/or alcohol test, failure to sign any required acknowledgment, consent, release and/or testing custody and control form, failure to follow the directions of any testing facility personnel, and any conduct that obstructs or delays the testing process.
3. Proper Use of Medication – An employee taking any medication which, according to the employee’s doctor, could cause impairment or interfere with the employee’s ability to safely perform his/her job; or the employee has reason to believe it may present a safety risk to himself/herself or others while competing their job duties, must promptly report the use of the medication to his/her Department Director. The City reserves the right to have a physician of its choice determine whether an employee can safely perform his/her job including while using or being under the influence of any properly used therapeutic drug. In appropriate cases, the City may require the employee to be temporarily transferred to another job or to be temporarily off work.

As used in this policy, the term City’s premises means any property, facility, land, structure, parking lot and vehicle owned, leased, used by or under the control of the City, any location at which an employee is performing work, and any vehicle while used for City’s business.

Violation of any of the prohibitions or requirements listed above or any other requirement of this policy constitutes misconduct and will subject the employee to disciplinary action, up to and including termination. Any applicant who violates any of these prohibitions or requirements will be disqualified from consideration for employment.

POLICY – PHYSICAL FITNESS AND EXAMINATIONS

Every applicant for employment within the City of Republic may be required to present proof that he or she is physically fit to perform the duties of the job which the applicant seeks. All newly and rehired employees shall be required to take a blood or urine test for the presence of illegal drugs or unauthorized prescription drugs prior to being hired. Any applicant with a confirmed positive test result will be denied employment. The City will not discriminate against applicants for employment because of a past history of drug abuse. Therefore, individuals who have failed a pre-employment test may initiate another inquiry with the City after a period of no less than one (1) year.

THE OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991

It is the City of Republic's intent to comply with all regulations and requirements of the Omnibus Transportation Employee Testing Act of 1991. City employees required to have a Commercial Driver's License (CDL) must comply with all regulations in the 1991 Omnibus Transportation Act. The Act requires alcohol and drug testing for all City employees whose jobs require a CDL. The tests include pre-employment, post-accident, random, reasonable suspicion, return to duty and follow-up testing. The City of Republic will not permit an employee who refuses to submit to required testing to perform or continue to perform any activity that requires a CDL. All CDL drivers must obtain from the City of Republic the City's written substance abuse policy. CDL drivers are required to read this material and sign an acknowledgment of receipt.

All contractors of the City of Republic shall be required to state in writing that they comply with the provisions of this act and its implementing regulations while engaged in services for the City of Republic or in activity while on City of Republic property as a condition of the award of any such contracts for services or work and the continuation of same.

ALCOHOL AND CONTROLLED SUBSTANCE PROHIBITIONS

An employee is prohibited from operating a commercial motor vehicle and/or from engaging in any work-related functions, for alcohol-related conduct: (1) while consuming alcohol; (2) while having a blood alcohol concentration of 0.02 or greater; (3) within four (4) hours of consuming alcohol; (4) after refusing to submit to an alcohol test; and (5) from consuming alcohol within eight (8) hours after an accident as specified in this policy. An employee is prohibited from the unauthorized use and possession of a controlled substance at any time whether on or off duty and prohibited from the unauthorized possession or use of alcohol while on duty. Upon a finding in a disciplinary proceeding that an employee has tested positive for a controlled substance or a finding that an employee was in possession of an unauthorized controlled substance and/or alcohol, the employee will be terminated.

Any employee convicted of illegal conduct related to controlled substances or alcohol, who fails to report such a conviction to their Department Director, shall be subject to immediate termination from service.

CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS

Employees subject to the Alcohol and Controlled Substance policy shall be subject to controlled substances and alcohol testing including the following types of tests: pre-employment testing, random testing, reasonable suspicion testing, post-accident testing, return to work testing and follow up testing.

PRE-EMPLOYMENT TESTING

Pre-employment urine drug testing shall be required of all employees as a condition of employment. Upon notification by the City, an applicant must report for testing within 48 hours. Any extenuating circumstances must be approved by the Policy Administrator. Failure to report for testing within this time frame shall be viewed as a failure of the drug testing policy. Employees who move via promotion, demotion or transfer to a DOT/safety sensitive position or public safety position will be required to submit to a pre-employment drug test.

Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions.

Failure of a controlled substance or alcohol test disqualifies an applicant from appointment to consideration for employment for a period of one year. An applicant may provide written authorization allowing the applicant's current or previous employer to provide the City with drug testing information related to that employment. When there is a break in employment with the City of three (3) months or more, pre-employment testing and background investigation

will be required before re-employment. In some cases, (i.e. Parks Temporary staffing) the break in service may extend beyond 90 days due to unusual circumstances. In no circumstance shall the break service extend beyond six months. Please see Administrative Policy for details.

REASONABLE SUSPICION TESTING

Reasonable suspicion testing shall apply to all City employees regardless of their status and position. Reasonable Suspicion testing will be used to determine fitness for duty evaluations, including appropriate urine and/or breath testing, when there are objective observable reasons to believe that a controlled substance or alcohol use is adversely affecting an employee’s job performance or that the employee has violated this policy. Reasonable suspicion referral for testing shall be made on the basis of documented objective facts and circumstances, which are consistent with the effects of substance use. Reasonable suspicion observations and reports can only be made by supervisory or management personnel who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee’s work performance due to the use of the controlled substance or alcohol. The observing supervisor, whether or not the person is the employee’s immediate supervisor, is required to complete and submit their concerns in writing concurrent with the observation and consideration to impose reasonable suspicion testing.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case, no later than eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing. An employee who is ordered to submit to a reasonable suspicion drug and/or alcohol test should be transported to the testing facility.

A supervisor who fails to report an observation and, subsequently, fails to order a confirmed reasonable suspicion will be subject to disciplinary action up to and including termination.

POST-ACCIDENT TESTING

Post-accident testing is applicable to all full-time employees after a vehicular accident has occurred in which one of the following has occurred: a fatality, when a traffic citation is issued to the City driver after an accident, where injury to a person requires transport to a medical treatment facility or disabling damage to one or more vehicles requires towing from the accident site to occur. Testing shall include both breath alcohol and urine drug testing of the employee.

Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence but, in any case, no later than eight (8) hours after the accident for breath alcohol testing and thirty-two (32) hours for controlled substance testing. An employee involved in an accident should refrain from alcohol consumption for eight (8) hours following the accident.

RANDOM TESTING

Random testing shall be conducted on all full-time and DOT employees covered by the Alcohol and Controlled Substance Testing policy as authorized by state or federal law. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically based selection method. DOT Testing shall be ordered by appropriate supervisory personnel as required by federal law and regulations, and in such numbers as is minimally determined under the regulations. Testing shall be ordered by appropriate supervisory personnel for those employees in safety sensitive positions. For the purpose of this paragraph, “safety-sensitive positions” shall mean public employment involving the performance of duties which have a direct and immediate impact on the safety of the public or other public employees.

RETURN TO WORK TESTING

Return to work urine drug and alcohol testing for all employees covered by this policy may be required for an employee who previously refused to submit to a random alcohol and/or controlled substance test, which results in the reporting of a positive test result. Return to work testing may be permitted for other reasons as deemed necessary by the Policy Administrator. The employee must test negative in order to be permitted to return to work. If an employee tests positive for substance abuse on their return-to-work test, they will be subject to all of the consequences that follow related to positive testing including termination.

FOLLOW UP TESTING

Follow up testing is required for all employees who have received a positive test result via failure to test for alcohol or controlled substance. These employees shall submit to frequent unannounced random urine and/or breath alcohol tests for a minimum of six (6) tests in the following twelve (12) months after returning to work. Follow up testing may be continued for a period of up to sixty (60) months from the employee's return to work date. The duration and frequency of the testing shall be in accordance with the Substance Abuse Professional's (SAP) recommendation.

FAILURE TO TEST

Any on duty employee who fails to submit to the required testing under this policy is considered to have tested positive and shall be subject to all the consequences that follow related to positive testing including termination. Any delay in reporting to the testing site by the employee shall be treated as a refusal to test. Providing an adulterated sample shall be considered as a refusal to test and shall subject the employee to all of the consequences that follow related to positive testing including termination.

TESTING CONTROLS

ALCOHOL

Federal regulations require breath testing to be done on Evidential Breath Testing devices approved by the National Highway Safety Administration. An initial screening test is conducted first. Any result that is less than 0.04 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.04 or greater, a second confirmatory test must be conducted. If found to have engaged in prohibited alcohol conduct under this policy, the employee shall be immediately removed from work-related activity for a minimum of twenty-four (24) hours; and shall not be permitted to resume work until further notice.

CONTROLLED SUBSTANCES

Controlled substance testing is conducted by analyzing an employee's urine specimen at a laboratory certified and monitored by the U.S. Department of Health and Human Services for the following controlled substances:

- Marijuana (THC metabolite)**
- Cocaine
- Amphetamines
- Opiates (including heroin)
- Phencyclidine (PCP)
- Barbiturates
- Benzodiazepines
- Propoxyphene
- Methadone
- Methaqualone

**The City reserves the right to test for additional substances as deemed appropriate and if updates occur per the U.S. Department of Health and Human Services regarding the substances tested.*

***Please review Administrative Policy pertaining to marijuana in the workplace addressing the conditions relative to marijuana including testing requirements.*

The testing for controlled substances is a two (2) stage process. First a screening test is conducted. If the test is positive for one (1) or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GC/MS) analysis.

Any employee, who tests positive on the confirmatory test, shall be interviewed by the Medical Review Officer (MRO) to determine if there is a legitimate medical reason for the positive test. If the MRO determines that there is no legitimate medical reason for the positive test, the employee shall be immediately suspended from work-related activity and appropriate disciplinary proceedings shall be instituted.

REQUEST FOR ADDITIONAL TEST

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample and the test analysis shall be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee-requested testing shall be paid by the employee unless the second test invalidates the original test. An employee's request for a re-test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

REHABILITATION EFFORT

Any employee who is determined to be in need of assistance for a substance abuse or related problem under this policy may be permitted to enter into a rehabilitation plan approved by the City of Republic in recommendation by the Substance Abuse Professional (SAP), provided the employee agrees to adhere to the terms of the rehabilitation contract with the City of Republic.

Rehabilitation assistance may only be granted to an employee once while employed by the City of Republic. The employee must invoke their right to a rehabilitation effort prior to submitting to the controlled substance/alcohol testing. Failure to complete the rehabilitation assistance plan or, to adhere to the criteria set forth in the rehabilitation plan, shall be considered a resignation by the employee from employment with the City of Republic.

The rehabilitation plan shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

- The employee shall agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the SAP or by a rehabilitation professional accepted by the City of Republic; and,
- The employee agrees to refrain from any violation of this policy and the use of alcohol and controlled substances in violation with the plan of rehabilitation and this policy; and,
- The employee provides a release of all medical records for use and review by the City of Republic relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and,
- The employee agrees to unannounced random testing for periods of time subsequent to the employee's return to work consistent with this policy; and,

- The employee agrees to submit to return to work testing demonstrating that the employee is negative under alcohol and controlled substance testing standards; and,
- The employee agrees that any future alcohol and/or controlled substance violations shall be considered as a resignation from employment with the City without recourse.
- The employee shall agree to unannounced follow up testing for a period of time as determined with the recommendation of the SAP and consistent with this policy.

PROCEDURE-BLOOD/URINE/BREATH TEST FOR THE PRESENCE OF ALCOHOL AND DRUGS

In testing for the presence of alcohol, the City shall utilize a generally accepted breath or blood test procedure, which produces quantitative results showing the amount of alcohol in the blood. When such tests are performed, the threshold level for determination of an employee being under the influence of alcohol shall be .04 or more percent by weight of alcohol in the blood sample tested.

In testing for the presence of drugs, the City shall, in the first instance, utilize an immunochemical assay or radioimmunoassay test on the employee's urine. If the test is positive for drug, the same urine specimen shall be subjected to a further confirmatory test using the gas chromatography, thin layer chromatography or gas chromatography/mass spectrometry method for verification.

If a confirmation drug test is positive, the results will be submitted to a Medical Review Officer (MRO). The MRO may discuss the results with the employee before reporting the results to the City, unless, after making reasonable effort to reach the employee, the MRO is unable to do so. Under such circumstances, the MRO may notify a designated person at the City, who shall instruct the employee to contact the MRO. Failure of an employee to contact and provide information to the MRO within one workday of being instructed by the City to do so shall result in termination of employment. The MRO generally will not disclose to the City any medical information provided by an employee to the MRO unless the MRO is required by law to do so or, in the MRO's medical judgment, the information indicates that the employee's performance of responsibilities could pose a significant safety risk.

CORRECTIVE ACTION

Report of a positive test result constitutes under the influence of the substance(s) for which the test is positive. An employee whose test result is reported as positive will be subject to corrective action, including immediate termination. A report that a sample was adulterated will be treated the same as a positive test result.

Any employee who is found to have engaged in off-duty substance abuse, which adversely affects the employee's ability to perform job duties, may be placed on a leave of absence without pay for a period of up to sixty (60) days. The leave of absence may be extended for good cause by the City Administrator up to an additional fifteen (15) days. (Longer leave may be available under the Family Medical Leave Act leave policy, if applicable.) The employee may use any accumulated sick leave or vacation during the leave of absence. The purpose of the leave of absence is to provide the employee with an opportunity for rehabilitation. The City may assist the employee in locating an appropriate program of rehabilitation.

CONFIDENTIALITY

All records developed and/or acquired pursuant to this policy will be maintained under strict confidentiality by the City of Republic, the testing laboratory, the MRO and the SAP when and where applicable. All records will be kept in a secure location and will not be released to others without the written consent of the affected employee, except under

provisions provided in the federal regulations, as needed with regard to the rehabilitation contract, in litigation or administrative proceedings related to positive test results and/or matter initiated by the employee.

Any person who breaches the confidentiality provisions of this policy shall be subject to immediate termination from employment and/or any contractual relationship with the City of Republic.

OTHER CONSIDERATIONS

This policy shall be administered in compliance with federal, state and local laws related to employee health and welfare policies, leave policies, benefit programs and other related policies of the City of Republic. In the case of apparent conflicts between this policy, other policies, and applicable laws, the Policy Administrator shall make the appropriate ruling to resolve the potential conflicts, whenever possible.

802 SECURITY INSPECTIONS

The City wishes to maintain a work environment that is free from illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the City prohibits the possession, transfer, sale or use of such materials on its premises. The City requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of the City. Accordingly, they will not be inspected without either consent or at least reasonable suspicion that it contains some form of contraband (such as stolen items, illegal drugs, or any items prohibited by City policy).

The City prohibits theft or unauthorized possession of the property of employees, the City, visitors, and customers. To facilitate enforcement of the policy, the City or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the City's premises.

SECTION 9



MISCELLANEOUS INFORMATION

901 SEVERABILITY

Should any of the provisions in this handbook be determined to be contrary to federal, state, or local law, the remaining provisions of this handbook shall remain in full force and effect.

To the extent that any law provides additional or different benefits or rights to employees, the provisions of this handbook shall be deemed to include those statements of law.

902 CONCLUSION

It is not possible to answer in the handbook all of the questions you might have regarding your employment with the City. Answers to your specific questions and additional information are available from your Supervisor or Department Director. Do not hesitate to speak with them, as they want to have you ~~well-informed~~well-informed and prepared to do your job.

Section Nine of the handbook includes an acknowledgment page. You are required to sign and date that page, remove it from the handbook, and return it to the Human ~~Resource~~Resources office to be placed in your personnel file.

You may retain the remainder of the handbook for future reference.

WELCOME TO THE CITY OF REPUBLIC!

SECTION 10



ACKNOWLEDGMENT OF RECEIPT

EMPLOYEE ACKNOWLEDGMENT OF RECEIPT

THE CITY OF REPUBLIC EMPLOYEE HANDBOOK



I acknowledge that I have received a copy of the City of Republic Employee Handbook and that I am responsible for becoming familiar with its contents. I have entered into my employment relationship with the City of Republic voluntarily. I understand and agree that the employee handbook is a compilation of guidelines only, that it is not a contract of employment, and that the City reserves the right to add to, modify, delete, interpret or replace the employee handbook at any time with or without advance notice. Only the City Administrator, with the approval of the City Council, has the ability to adopt any revisions to the policies in this handbook. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this handbook is not a contract of employment. By signing below, I hereby acknowledge that I have received and read the employee handbook in its entirety and have been given the opportunity to have any questions or concerns I may have regarding its terms, policies and procedures addressed. I further state that I will comply with the policies contained in this handbook and any revision made to it.

Employee's Signature

Date

Employee's Name (Printed or Typed)



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-02 An Ordinance of the City Council Approving the Collective Bargaining Agreement Between the City and the Southern Missouri Professional Fire Fighters Local 152, the Bargaining Unit of the Republic Fire Department and Authorizing the City Administrator to Execute the Same on Behalf of the City.

Submitted By: Lisa Addington, Chief of Staff

Date: January 23, 2024

Issue Statement

To renew and enter into a Collective Bargaining Agreement (CBA) with the International Associated of Fire Fighters (IAFF) Local 152, the bargaining unit of the Republic Fire Department; and authorizing the City Administrator to execute and deliver the Collective Bargaining Agreement.

Discussion and/or Analysis

The city negotiated the first Collective effective February 2, 2021. The term of this initial agreement was for three (3) years and is due to expire on 2/2/2024. Fire and City Administration, along with the IAFF Vice President and the Republic Fire Department union steward, met on several occasions to reach agreement on this agreement extension. The document has been reviewed by our City Attorney and ratified by the Republic Fire Department. The contents of this CBA are in accordance with the Employee Handbook and other city policy.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152, THE BARGAINING UNIT OF THE REPUBLIC FIRE DEPARTMENT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Republic, Missouri (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, pursuant to Section 110.150 of the Republic Municipal Code, the City has the authority to negotiate and confer with authorized representatives of labor organizations for the purpose of establishing agreed upon terms and conditions of the City’s employment of such labor organization’s members; and

WHEREAS, in accord with the provisions of Code Section 110.150, the City negotiator and authorized representatives of the Southern Missouri Professional Fire Fighters Local 152 (“IAFF”) have met and conferred as to the various terms and conditions of employment, including wages and benefits, that will apply to IAFF members employed by the City; and

WHEREAS, the City and IAFF have successfully completed their negotiations and prepared a proposed collective bargaining agreement in accord with their negotiations; and

WHEREAS, pursuant to Code Section 100.150(A)(1), the Council must approve of the proposed collective bargaining agreement between the City and IAFF; and

WHEREAS, upon review of the proposed collective bargaining agreement and presentation(s) of City staff, the Council finds the final collective bargaining agreement reached is appropriate, fair, and in the best interests of the City and its citizens.

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

- Section 1:** The collective bargaining agreement between the City and the IAFF, attached hereto and incorporated herein as though fully set forth at length (“Attachment 1”), is hereby adopted.
- Section 2:** The City Administrator, or designee, is hereby authorized to execute “Attachment 1” and any other such documents necessary to carry out and comply with this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF REPUBLIC, MISSOURI



AND

**SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS
LOCAL 152
THE BARGAINING UNIT OF THE
REPUBLIC FIRE DEPARTMENT**



EFFECTIVE DATE: FEBRUARY ~~2, 2021~~3, 2024

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PREAMBLE

This Collective Bargaining Agreement (“CBA”) is made to set forth the results of discussions between the City of Republic, Missouri, a Charter City and political subdivision of the State of Missouri, hereinafter referred to as “the City”, and the Bargaining Unit of the Republic Fire Department shop of the Southern Missouri Professional Fire Fighters Local 152, hereinafter referred to as “the Union.”

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City, the Union, and the City’s fire department employees covered by this Agreement (“Employees”); to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment. Unless specifically stated herein that a Section modifies or amends any Administrative Policy, Employee Handbook, Resolution, or Ordinance of the City, the Administrative Policy, Employee Handbook, Resolution, or Ordinance controls. Nothing contained in this Agreement shall modify any provisions of the City Charter.

ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS

SECTION 1.01 - JOINT LABOR-MANAGEMENT COMMITTEE

Also known as the DEPARTMENT RELATIONS COMMITTEE

There shall be a Department Relations Committee (DRC) consisting of at a minimum the Fire Chief, Shop Steward, the City Administrator or designee, and an equal number of elected Shop Officers and FD Officers. The DRC shall:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least quarterly to discuss all matters of mutual concern, including but not limited to all budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and processes that lead to the testing criteria of vacancies such as promotional processes. An agenda for DRC meetings shall be agreed upon in advance whenever possible and presented to each party within three business days prior to the agreed upon meeting date;
2. Review and analyze all reports of work-related accidents, deaths, illnesses (with the written consent of the Employee), and injuries (with the written consent of the Employee). Conduct detailed investigations of each accident, death, or injury to determine fundamental cause. Make written recommendations to modify and add fire department rules and procedures to further promote the avoidance of such incidents in the future;

3. The goal of DRC is to promote open communication and discussion, but in no way, shall impede management rights. Agreements may be reached which shall neither violate nor amend this CBA, City policies or the City Charter, and which do not impinge on authority vested in others; however, agreement on the resolution of DRC items shall not be required.
4. The DRC shall appoint members to serve as committee representatives on the following committees which shall meet as needed and make recommendations to the DRC only related to the fire department:
 1. Safety, health, wellness, and working conditions Committee
 2. Apparatus Committee
 3. Standard Operating Guidelines (SOG), Training, and Education Committee
5. The DRC shall not have the ability to amend or alter this Agreement, or any other type of rule for the City, the Union, or Employees.

SECTION 1.02 - CLASSIFICATION OF BARGAINING REPRESENTATIVE

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 2016, as amended, and, limited to those requirements contained therein, the City hereby recognizes the Union as the exclusive bargaining representative in the unit as follows:

Bargaining Unit: For an appropriate unit consisting of full-time Employees (Firefighters, Engineers, Lieutenants, Fire Captains) of the Republic, Missouri Fire Department, but specifically excluding, Deputy Chiefs, Assistant Chiefs, and the Fire Chief.

The Union reserves the right to petition for other fire positions or future fire positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City pursuant to any applicable City Ordinance in effect. If recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.

SECTION 1.04 - PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS

Dues

The City shall deduct from the wages of each Employee's first two monthly paychecks, as determined by the City's pay schedule, who has authorized such deduction in writing, the Union dues, in a specific dollar amount, for that month in an amount certified in writing by the Union and the Employee as the specific dollar amount of dues in effect. All amounts deducted for monthly dues, initiation fees, and assessments shall be mailed to the Union's address within thirty (30) days.

Except for initial written certification of the amount of the monthly dues and the amount of the initiation fee, the Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee prior to the effective date(s) of same. The Union shall also provide written certification of any assessment prior to the effective date(s) of same.

Insurance

Qualified Employees pursuant to the City's Employee Handbook shall be entitled to apply for any group medical plan offered by the City at the same rates and terms as any other City Employee.

Missouri Firefighters Critical Illness Pool

The City shall provide, at no cost to the employee, coverage into the Missouri Firefighter Critical Illness Pool. Should the premiums increase above \$300 per member/per year, both parties agree to renegotiate this section of the agreement.

PAC

In addition to the foregoing deduction, the City shall deduct biweekly a PAC fund contribution. This shall be consistent with the form in [Appendix A](#).

Roster

The Union shall provide the City, monthly, an up-to-date list of its members with deductions.

Indemnification

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City, and actions taken by the City, pursuant to the provisions of this Section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

Retirement:

~~Employees who are eligible, shall be entitled to the Missouri Local Government Employees Retirement System ("LAGERS") as any other City employee at the same contribution level as other City employees.~~

~~Should the City obtain additional retirement benefits, union members will receive the same contribution level as other City employees.~~

SECTION 1.05 - UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS

A Republic Fire Department Employee elected to the position of the Union President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the Employee's leave time balances to attend Union meetings for the Republic shops, Executive Board meetings for the Republic shop, DRC meetings with the Republic Fire Department, scheduled meetings between the Union and City of Republic Management and/or Fire Administration, and to meet with a firefighter and/or immediate family members of a Republic Firefighter during the first 24 hours of a serious on-duty injury or line of duty death. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Republic Fire Department Employee elected to the position of the Union Secretary-Treasurer shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the Employee's leave time balances to attend Union meetings for the Republic shop, Executive Board meetings for the Republic shop, DRC meetings with the Republic Fire

Department, and scheduled meetings between the Union and City of Republic Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

Republic Fire Department Employees elected or appointed to the positions of Vice President, District Vice President and/or a member of the CBA negotiating team shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the Employees' leave time balances for all meetings which are mutually set by the City of Republic and the Union, and for attending scheduled Union-Management committee meetings, referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members.

Republic Fire Department Employees elected or appointed to the position of Shop Steward shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the Employees' leave time balances for attending scheduled Union-Management committee meetings, executive board meetings and shop meetings referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members. Employees working in an Out of Title capacity are not eligible to attend.

Said Employees shall notify their assigned supervisor of the need to be absent from duty at least 24 hours prior to its occurrence. Exceptions of less than 24 hours' notice must be approved by the Fire Chief or his/her designee.

Once per year (or under special circumstances under the approval of the Fire Chief), the Union shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Union elections. The Union shall be permitted to hold Union meetings in the Fire Stations with on-duty staff allowed to attend so long as it does not interfere with or distract from normal daily operations. Dates shall be mutually agreed upon seven (7) days in advance with the Fire Chief.

All Union officers shall be permitted to engage in reasonable Union-related telephone conversations and answer and send emails on their personal devices while on duty, as long as those actions do not interfere with or distract from the normal daily operation of the Fire Department.

The City shall furnish a bulletin board and provide space for it in designated non-public locations in each fire station for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. With the exception of fire stations used as polling places (where signage will be permitted on Election Day as permitted by law) no political campaign material is permitted at the Fire Stations, including on the bulletin boards.

SECTION 1.06 - DISCRIMINATION

The City shall not discharge or discriminate against, directly or indirectly, by intimidation or coercion, compel or attempt to compel any such Employee to join or refrain from joining the Union. There shall be no discrimination, or interference against any Employee for his or her activity or inactivity, on behalf of or membership in the Union. Anyone eligible for membership in the Union shall not be refused membership or, upon acceptance, be discriminated against because of race, color, creed, national origin, gender, sexual orientation, or by reason of disability.

SECTION 1.07 - UNION REPRESENTATION

Weingarten Rights

During an investigatory interview or any other meeting where a member Employee of the bargaining unit feels disciplinary action against said Employee or a fellow Employee could result, the Employee shall have the right to exercise Interview Rights as follows:

1. The Employee must make a clear request for Union representation before or during the interview. The Employee cannot be punished for making this request.
2. After the Employee makes the request, the City or its representative must choose from among three options:
 1. Grant the request and delay questioning until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the Employee.
 2. Deny the request and end the interview immediately; or
 3. Give the Employee a clear choice between having the interview without representation, or ending the interview.
3. If the City or its representative denies the request for Union representation, and continues to ask questions, the Employee has a right to refuse to answer. The employer may not discipline the Employee for such a refusal.

If the Employee is to have legal representation (who will only be permitted to act as an observer) during any meeting with the City, the Employee shall inform the City of this decision at least 24 hours before the meeting.

Garrity Warning

For the purpose of questioning a bargaining unit member Employee to obtain information which will assist in the determination of whether disciplinary action is warranted and where the Employee's direct or indirect actions or failure to act could lead to criminal proceedings, an Employee may make a written request for a Garrity Warning. The Employee, once given a Garrity Warning, shall answer the questions directed towards them in the matter. The City shall have the right to discipline the Employee for refusing to answer the questions.

During the course of the questioning or meeting in which a Garrity Warning is given, even if the Employee discloses information which indicates that he or she may be guilty of criminal conduct in the matter, unless the information was disclosed in a public forum or is otherwise required to be disclosed by process of law or court order, neither the self-incriminating statements nor the fruits thereof, shall be used against the Employee in any criminal proceeding.

SECTION 1.08 - DISPLAY OF UNION INSIGNIA

The IAFF Maltese Cross insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform.

The IAFF Maltese Cross insignia may only be worn or displayed as follows:

1. Class A, B, and C Dress Shirts – Small red and gold IAFF Maltese Cross worn approximately one inch above the name tag, if the Union Employee chooses to do so;
2. Firefighting Helmet – Small (approximately 2"x2") decal to be placed on back brim, if the Union Employee chooses to do so;
3. Apparatus – No more than 2 IAFF decals (approximately 3" x 3") placed on windows, one on either side of the engines, trucks, rescues, and staff vehicles that have a Union member assigned to that vehicle. Chief officer apparatus and staff vehicles assigned to non-Union members would be exempt;
4. Picture Boards - The insignia (approximately 3"x3") shall appear on each picture board; and
5. Plaques and Certificates - Shall be displayed tastefully in fire stations at the Fire Chief's discretion;
6. Breast Cancer Awareness - Pink shirts worn during October each year for breast cancer awareness and fundraising shall display the Union insignia and can be worn by Union and non-Union members.

The IAFF Local 152 insignia or the IAFF insignia may be displayed on the left sleeve on uniform T-shirts at the Employee's discretion and with the approval of the Fire Chief.

SECTION 1.09 - POLITICAL ACTIVITY

The Employees shall comply with Federal and State laws and unless otherwise superseded by law, current administrative policy and all provisions of the City Charter, regarding political activity.

SECTION 1.10 - RESIDENCY

The City shall not impose residency requirements for Employees within the bargaining unit of the Union.

SECTION 1.11 – PERSONNEL POLICY CHANGES THAT EFFECT BARGAINING

The City policies for the City of Republic, and as may be amended from time to time, control and will remain in force and effect. Should the City's policies be changed that impact this Section, the City agrees to give the Union 30 days written notice unless the change is initiated by the City Council then the City shall give the Union notification within 3 business days after it learns of this Council initiated change.

SECTION 1.12 - IMPACT BARGAINING

If the City makes changes under the discretion of Management Rights, the City will provide the Union with 30 days' advance notice.

Upon written request from the Union, the City will bargain with the Union over the impact of the change on the wages, benefits, and other terms and conditions of employment for Employees in the bargaining unit.

Upon receipt of such notice, the Union may request additional information.

Failure to request bargaining within 14 days after notification shall result in a determination that the Union has waived its right to negotiate over the impact of the changes.

ARTICLE 2 – WORKING CONDITIONS

SECTION 2.01 - PREVAILING RIGHTS

All Employees shall have the same rights to all appropriate health, safety, and welfare rights as any other City employee under the Employee Handbook with the understanding that fire Employees work a 24-hour shift and as such, the fire house is similar to a house which requires certain extra amenities usually not found in other City departments. The City agrees to keep all current amenities in place at the time this Agreement is entered into and in good working condition and to replace obsolete equipment at equal or better quality as determined by the City.

While it is impossible to define and codify every possible right currently afforded to Employees, the following is a partial list that shall serve as a framework and definition of those issues covered by this section:

1. Employees may use non-emergency telephones for personal local calls, Departmental computers and public Wi-Fi, for personal use, subject to network bandwidth limits as deemed necessary by the City for the City to conduct official business, provided such use is in compliance with the City's policy as applied to all other City employees: The City of Republic has implemented wireless network configuration policy using Quality of Service protocols to ensure the Fire Department and its employees receive priority access to City Network bandwidth. This means in the event of reduced available bandwidth from our provider, or other internal limitations, the Fire Department devices will be placed at a higher priority to receive a higher minimum percentage of available bandwidth. Additionally, continual efforts will be made to improve Wi-Fi speed and reliability.
2. Each station shall have at least one bunker gear locker for each Employee, and shall have at least one locker in the bunk room for each Employee (to store uniforms, bedding, hygiene items, personal items, etc.);
3. At each fire station the City shall provide fitness equipment consisting of at least one treadmill, one rowing machine, one bench press with bar and weights, one set of kettlebells, and dumbbells ranging from ten (10) pounds to sixty (60) pounds in five (5) pound increments (Or as mutually agreed to during the DRC process), to allow all members on duty to exercise during the defined exercise time period;
4. In the bathrooms the City shall provide toilet paper, soap, paper towels, toilets, sinks, towel racks, showers, and shower curtains/doors. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place. Reasonable accommodations will be made for male and female Employees;
5. City shall provide suitable parking spaces at no charge to the Employees. The parking area is to have adequate lighting;
6. City shall provide transportation for on-duty Fire Department business and daily grocery shopping for on-duty meal preparation;
7. Employees may eat meals and prepare them at customary times when it does not interfere with the provision of Fire Department emergency services. Employees shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department activities;
8. After 5:00 pm on Monday through Saturday, on Sundays, and Holidays designated by the City in the City policies, Employees may be allowed personal visitors at the firehouse

(except in the bunk rooms) for up to 90 minutes (prior to 5:00 pm on Monday through Saturday it is 30 minutes), provided the visitors do not interfere with departmental activities. In no case will visitors be allowed in the station past 9:00 pm. Visits of longer duration may be approved by the on-duty Lieutenant or Captain on a case-by-case basis;

9. After daily work duties are done on Monday through Saturday, on Sundays, and Holidays designated by the City in the City policies, Employees may use the day room and television, prepare and eat meals, sleep in bunk rooms only, work on individual interests, exercise, use personal computers and other electronic devices, read, or work on other non-defined personal projects, so long as it does not interfere with Fire Department activities and does not violate other City rules;
10. City shall furnish all badges, name tags, and collar brass. All the above items shall be replaced as needed except in cases of negligence or deliberate destruction. An Employee shall surrender his or her badge, name tags, and collar brass upon termination,
11. Employees shall be provided training in the use of standard fire department and emergency medical equipment. The introduction of a totally new device, equipment, or procedures shall not be done until training has been provided and the Lieutenant and/or Captain feels staff is adequately trained under their command;
12. E.A.P. shall be provided to Employees by the City within the current E.A.P as provided by the City to all other City employees.;
13. For Employees in the operations division, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, particulate hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any turnout gear. Turnout coats, pants, and suspenders shall be replaced, regardless of wear, at least every six (6) years. The replaced gear, if still considered safe, shall become the Employee's back-up gear. Once the coat and pants are ten (10) years old, they shall be retired. Each fire station shall be furnished with an extraction washer;
14. The Employer shall not cause a loss of base pay due to a transfer required by the Employer;
15. Due to the result of a mandatory transfer, the Employee shall be guaranteed leave time up to either two calendar days before or two calendar days after any leave previously scheduled before the transfer, unless the Employee decides to waive the leave time;
16. An Employee may accept outside employment in accordance with the City's Employee Handbook . Approval of outside employment shall not be unreasonably withheld;
17. Employees shall have access to view their personnel file in the office of Human Resources during said office's normal business hours;
18. The Fire Department personnel shall be allowed to operate in accordance with National and/or State licensure. Any changes to medical requirements are subject to negotiation.

SECTION 2.02 - HOURS OF DUTY

Operations Division Employees

The hours of duty for each operations division Employee shall begin at 7:00 A.M. Each shift shall be on duty twenty-four (24) hours. All Employees shall be ready to work at 7:00 A.M., in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three (3)-platoon twenty-four (24)-hour shift schedule. The shift rotation is as follows: A, B, and C. The Daily Work Schedule within the Policy and Procedure Manual in effect at the date this Agreement is memorialized, unless otherwise modified through the DRC process shall govern daily activities.

Shift Employees in the operations division may be relieved in a reasonable time prior to the end of their shift by the oncoming shift Employee; however, the oncoming shift Employee shall not be entitled to compensation for voluntarily relieving the off-going Employee early. When these reliefs occur, they are considered substitution or time-trading and recognized as de minimis by FLSA rules, and shall not require paperwork or prior supervisory approval.

Administrative Detail Employees

Employees assigned to administrative detail, for example, in a modified duty, shall work a 40-hour week. The 7k exemption shall not apply to Employees assigned to administrative detail, and these Employees shall be non-exempt Employees eligible for overtime or comp time if required to work beyond 40 hours in a week.

Employees assigned to administrative detail and on a 40-hour work week may be assigned to work 10-hours per day, 4 days per week; or assigned to work 8-hour days, 5 days per week. These workdays shall generally be between Monday and Friday. Normal work hours will generally begin as early as 7:00 A.M. and end as late as 6:00 P.M. The City reserves the right to occasionally schedule outside the normal work schedule when departmental operations require, such as a Training Captain conducting the required multi-company night drills. Personnel assigned to administrative detail may be given an unpaid lunch period of no less than 30 minutes and no more than 60 minutes and shall be given paid rest periods of 15 minutes every 2 hours.

The City shall not assign a Firefighter, Equipment Operator, or Fire Captain to administrative detail on a 40-hour week unless:

1. The Employee is placed on modified-duty due to a work-related illness or injury;
2. The Employee and Fire Administration mutually agree on the reassignment;
3. The Employee is reassigned pending an investigation and possible pre-disciplinary process;
4. The Employee is reassigned as part of a disciplinary process; or
5. The Employee is reassigned to attend mandatory training in order to meet his or her job description.

Employer shall not cause a loss of base pay due to a transfer required by the employer.

Due to the result of a mandatory transfer, the Employee shall be guaranteed leave time up to either two calendar days before or two calendar days after any leave previously scheduled before the transfer.

SECTION 2.03 - PERSONNEL REDUCTION

In the event that economic circumstances require the City to consider a reduction in personnel, the City shall notify the Union in writing at least 90 days prior to such time as said layoff may occur. Upon receipt of said notification, the City and the Union shall promptly meet with the express intent to reach an agreement to avoid or minimize a layoff or reduction in force. If an agreement cannot be reached and a layoff is required, the following process will be followed:

For purposes of selecting the order of layoffs, if no agreement is reached, seniority in the Fire Department shall be the sole determining factor with layoffs beginning with the least-tenured department Employee.

In the event that an agreement regarding the implementation of layoffs cannot be reached between the Union and the City, and if a Department Employee is selected to be displaced by a layoff, the City shall give the Employee the opportunity to fill a vacant position in accordance with the following rules:

1. If a vacancy of the same job classification exists in the Fire department, the Employee shall assume that position or be laid off. If one or more Employees are eligible for its position, the vacancy shall be filled by the Employee having the greatest departmental seniority.
2. If no vacancy in the same job classification exists in the Fire Department, the displaced Employee has the option of filling a vacancy in a lower-graded position in the Fire Department, provided the Employee agrees to meet the minimum requirements established for the position within twelve (12) months of accepting the reassignment. If the Employee fails to meet the minimum requirements after twelve months, they will immediately be laid off with no recall provisions. If one or more Employees are eligible for the position, the vacancy shall be filled by the Employee having the greatest departmental seniority.
3. If no vacancy in the same job classification exists and the displaced Employee chooses to not fill a vacancy in a lower-graded position, then the displaced Employee may bump into a lower-graded position, within the Fire Department, which he or she previously held; provided, however, such displaced Employee shall be qualified for that position and has greater departmental seniority than the Employee having the least departmental seniority in that job classification.
4. Any Employee bumped by Paragraph (3) above shall have the right to bump into a lower-graded position in the Fire Department, which he or she previously held if a vacancy exists; provided, however, such displaced Employee shall be qualified for that position and has greater departmental seniority than the Employee having the least departmental seniority in that job classification.

Recall of Personnel from Force Reduction

A laid off Employee shall be placed on a recall list for a period not to exceed one year. In order to maintain certifications, the City shall provide, at the City's expense, the required training for Employees who have been laid off. Additionally, the City will hold the position of the laid off Employee while training is being obtained to fulfill or reinstate certification requirements. The training requirements must be fulfilled within six (6) months of reinstatement. Extensions to obtain the necessary training requirements must be approved by the Fire Chief and will only be allowed for extenuating circumstances and/or training availability. If there is a recall, Employees who are still on the recall list shall be recalled in order of the highest departmental seniority who are qualified for the job classification, which is subject to the recall, and if returned to the same job classification, placed at the step and level of benefits which they had held at the time of their layoff. Employees must be qualified to perform the work, at the time of recall as existed at the time of layoff, without further training, in the job classification to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice, prior to their first scheduled shift day. Notice of recall shall be sent to the Employee via certified mail, to the Employee's last address on file, with a copy of the notice being sent via mail to the Union. The recalled Employee must notify the Fire Chief in writing, within three (3) days of receipt of the recall notice of his or her intent to return to work. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, with return receipt requested, to the address provided by the Employee. It is the obligation and responsibility of the Employee to provide the City's Human Resources department with his or her current mailing address. The City shall withdraw the Employees' recall notice and remove the Employee from the recall list, if no response is provided after three (3) days from their receipt of the certified mail or after the US Postal Services exhausts their last attempt to deliver the certified mail.

An Employee, who is recalled from layoff prior to one year from layoff, will not be required to complete a probationary period upon recall or pass the new hire physical ability test.

SECTION 2.04 - PROMOTIONS AND HIRING

The Parties agree to conform and comply with the promotional policies that are currently in place.

Temporary Vacancies

The Fire Department shall fill temporary vacancies in the position of Fire Engineer, Lieutenant, Fire Captain and Battalion Chief with Out-Of-Title personnel.

The Fire Department shall not fill temporary or permanent vacancies in the position of Firefighter with non-Republic Fire Department personnel.

SECTION 2.05 - PERSONNEL TRANSFERS

For the purpose of this Section, a transfer is an official move of an Employee's work assignment requiring paperwork to be sent to, and signed off by, the Human Resources Department. It does not include the daily arrangement of staffing of a temporary nature to ensure adequate staffing levels.

It is the express intent of this Section to put in place a process that significantly limits the annual number of involuntary transfers, with the stated goal of this Section to maintain an annual number of total involuntary transfers of Employees with more than four years' continuous service with the Fire Department to less than 5% of the workforce. For the purpose of this section, an "involuntary transfer" will be defined as the rotation of non-probationary personnel for reasons other than request, promotion, or demotion of that Employee. This is not subject to the grievance/arbitration procedure.

With the exceptions found in this Article, transfer decisions are a management right. Prior to management making transfers (including when a position becomes vacant), an email notification will be sent to all Employees notifying them that transfer(s) are under consideration. Employees may make a written request through their chain of command to transfer to a different shift, station, where they would continue to operate in the same job classification. The request will only be considered for that posting. In extenuating circumstances, management may make transfers without the required notification of all members, but only after notifying the Union that it will be occurring. All transfers will be based upon departmental needs, such as:

1. Balancing the number of personnel at each station and on each shift due to retirements, resignations, promotions, or transfers.
2. Address personnel issues, including disciplinary action.
3. By request of an Employee.
4. Making promotions, demotions, and lateral transfers.
5. Opening, closing, relocating fire stations.

Limitations

1. Upon request, the Employer will provide its reasons for a transfer decision.
2. Transfers will not be made for retaliatory or discriminatory reasons.

3. Seniority will be one of the factors that the Employer takes into account in making transfer decisions.
4. In the event that an Employee with more than four years' continuous service with the Fire Department will be transferred involuntarily, the merits of the transfer must be reviewed by the Fire Chief and Union President. This is not subject to the grievance / arbitration procedure.
5. Employee preference will be one of the factors that the employer takes into account when making transfer decisions.

Lateral Transfers and Voluntary Demotions

All lateral transfers and voluntary demotions will comply with City policies.

SECTION 2.06 - DISPUTE RESOLUTION AND GRIEVANCE APPEAL PROCEDURE

Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any Employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning demotion, suspension, loss of base pay, or discharge are addressed separately in "DISCIPLINARY APPEAL PROCEDURE" below and are not subject to the arbitration procedure. Grievances concerning written or oral reprimands that do not result in demotion, suspension, loss of base pay, or discharge shall be handled as defined herein, provided, however, that such grievances are not subject to the arbitration procedure.

Grievances shall be processed by the Union on behalf of an Employee, on behalf of a group of Employees, or the Union itself. Either party may have the grievant or one (1) grievant representing group grievants present at any step of the grievance procedure, and the Employee is entitled to Union representation at each and every step of the grievance procedure upon their request. Grievances may be filed on behalf of two (2) or more Employees only if the same, or similar issues apply to all Employees in the group and the grievance seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Section this Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving Employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Timeliness

To be considered timely, a grievance must be presented within 15 calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved Employee (or Union) became aware of or reasonably should have become aware of the occurrence, whichever is later. Untimely grievances are waived.

Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the Employee and his/her immediate supervisor. The Employee shall make their complaint to their immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the Employee shall first complete their assigned work task and complain later. The Union may initiate grievances at Step one (1) described below.

Grievance Handling

No Employee or Union representative shall leave his/her work assignment to investigate, file or process grievances without first securing permission of the Fire Chief or their designee. In the event of a grievance, the Employee shall always perform their assigned work task and grieve their complaint later, unless the Employee reasonably believes that the assignment endangers their immediate safety.

Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure contained in this Article, the Union shall make a determination whether it should be pursued based upon the merits of the grievance, and if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the Employee was notified of the decision of the supervisor, unless the parties agree to a written extension thereof. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the Department's representative or their designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the Union Representative within five (5) calendar days following the meeting unless the parties agree to a written extension thereof. If the Department does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Fire Chief or their designee. Within ten (10) calendar days thereafter, the Fire Chief or their designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Fire Chief or their designee shall respond in writing to the grievant and the Union within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof.

Step 3:

If the Union is not satisfied with the Fire Chief's Response, it shall request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. The Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resources Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 3, the Union may demand in writing that a grievance be submitted to arbitration no later than ten (10) calendar days from the conclusion of Step 3. Grievances which are not timely advanced are waived.

Step 5:

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the Federal Mediation Consolidation Services (FMCS) to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Republic unless otherwise agreed to by both parties.

Step 6:

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost, and transcription costs only. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement as submitted to them by the parties and shall have no authority to make a decision on any issue not so submitted to them. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law, City Ordinance or Charter, or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Grievance Processing and Time Limits

1. Grievances may be withdrawn at any step of the grievance procedure without precedent.
2. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.
3. If mutually agreed upon, both parties will engage in mediation prior to arbitration.
4. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Disciplinary Appeal Procedure

The Disciplinary Appeal Procedure shall be applicable to Employees and shall include the demotion in rank, suspension without pay, or discharge of employment. The Disciplinary Appeal Procedure by Employees shall be handled in the same manner as other similar City employees under the City's Employee Handbook.

SECTION 2.07 - SHIFT EXCHANGE / TIME TRADING

Employees may time trade, if the following apply:

1. Employees requiring time trades to accommodate their obligations for military Reservist duties shall not be prohibited from time trading with any qualified employee.
2. In addition to the Shop Steward and Secretary-Treasurer of the Republic Professional Firefighters Local 152, additional time trades will be allowed for employees who hold a Union office with the Missouri State Council of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 or the International Association of Fire Fighters. Other officers of the Union will be allowed additional time trades for attending conventions or other Regional or National Union events at the request of the Union's President.
3. Overtime must be approved in advance by the Fire Chief, or designee.

Employees working a time trade shall be covered by Worker's Compensation. Employees working a time trade shall be covered by their pension system as if they were on duty, in the event a disabling injury occurs to the employee while working the time trade.

SECTION 2.08 - NON-SCHEDULED WORK

Guidelines for Non-scheduled Work

Employees not yet relieved of duty shall remain on-duty to ensure the apparatus remains at minimum staffing.

Employees dispatched to an emergency that carries them past the end of their shift shall remain on-duty until relieved or until the assignment is completed.

In the event the Fire Department must call in an employee to ensure adequate staffing, the Department shall:

1. Attempt to fill the vacancy with an employee of equal rank;
2. Shall first utilize the call-in list to attempt to find an Employee who will voluntarily report to work;
3. If the call in list is exhausted, then the Department shall utilize the roster to contact Employees and can mandate that a qualified Employee return to work. Overtime will be paid in accordance with departmental policy.

In the event the Fire Department issues an order for the Employee to report to a site or enter information on a personal computer, then the time in which the Employee carries out these orders shall be compensable at the regular rate of pay.

In the event an Employee is physically unable to safely perform the duties required for overtime, the Employee shall be obligated to state that he or she is "sick." The Employee shall be exempt from being required to work that overtime assignment.

In the event an Employee is physically unable to report to work due to being out of the region, the Employee shall advise the officer who is making the call-back of an estimated date and time in which the Employee could report to work. If the Employee's presence is still required, the Employee shall be exempt from being required to work until that estimated time is reached.

Travel Between Stations

In the event an Employee is called in or required to work at a location other than the Employee's assigned fire station, the Employee will be considered on the clock at the time the Employee arrives at his or her assigned station to retrieve turnout gear and necessary traveling gear and shall remain on the clock until the assignment is completed. Additionally, the Employee will be paid an additional stipend of \$50 for retrieving equipment and taking it to the other station and a \$50 stipend to bring the equipment back to acknowledge the disruption to the employee's off-duty schedule. (Exceptions of not getting the stipend if you voluntarily pick up assignments or if you get moved station assignments due to promotions or fill voids from promotions or people quitting on-duty training.)

~~In the event an Employee is called in to work at a location other than the Employee's assigned fire station, the Employee will be considered on the clock at the time the Employee arrives to his or her assigned station to retrieve turnout gear and necessary traveling gear, and shall remain on the clock until the assignment is completed. Additionally, the Employee will be paid an additional hour of work in an attempt to acknowledge the level of disruption to the employee's off-duty schedule.~~

SECTION 2.09 - EXTREME WEATHER

While Fire Fighters must perform emergency duties in all weather conditions, extreme weather can create unreasonable risks for some activities. Employees shall not engage in training, drills, outdoor public education events or apparatus demonstrations conducted during extreme weather conditions. Extreme weather conditions include the following:

1. Temperatures below 32 degrees Fahrenheit, and in no case with a wind chill at or below 20 degrees Fahrenheit, or above 90 degrees Fahrenheit based upon the National Weather Service.

Exceptions to this provision may be granted on a case-by-case basis with the approval of the Fire Chief and the Union President or Union shop steward.

SECTION 2.10 – MINIMUM STAFFING

Details pertaining to current minimum staffing for units in service for responding to **all** calls will be included within Administrative Policy and is subject to change with consent of parties affected including the Fire Union. shall consist of:

Station 1:

- ~~• One Captain or Acting Captain~~

- ~~One Engineer or Acting Engineer~~
- ~~One Fire Fighter~~

Station 2:

- ~~One Captain or Acting Captain~~
- ~~One Engineer or Acting Engineer~~

~~Should the citizens of Republic approve additional funding, or anytime during the terms of this agreement the following apparatus may be added for responding to calls:~~

Rescue:

- ~~One Lieutenant or Acting Lieutenant~~
- ~~One Fire Fighter~~

The term "Acting" refers to a member of the Fire Department of a different rank who is able to competently perform the duties of the position they are filling.

One or more units out of service for training, PR, or any other event shall not exceed four (4) hours unless mutually agreed upon. Personnel called in to staff a unit for district coverage or to staff an event, the called in personnel shall receive double time (2x hourly rate) for the hours providing coverage.

From time to time, fire protection, EMS, or extrication equipment will be requested for special events. The minimum staffing for these special events shall be one (1) fire engine staffed with one Captain or "Acting" Captain, one Equipment Operator or "Acting" Equipment Operator, and one Firefighter or "Acting" Fire Fighter. Additional apparatus and personnel may be assigned if deemed necessary by the Fire Chief.

ARTICLE 3 – COMPENSATION

SECTION 3.01 - FLSA, OVERTIME & PAYROLL SYSTEM

The pay for all non-exempt uniformed personnel (personnel eligible for overtime) shall meet or exceed the minimum standards of the Fair Labor Standards Act.

Pay Periods

~~Employees shall have the same p~~Pay schedules and pay periods are defined in accordance with the Employee Handbook as other City employees.

Both parties agree to work to implement a performance-based pay scale matrix. Both parties will work to establish parameters for the matrix during 2024. If no agreement is reached then the Union will stay on the step and grade pay scale through the remainder of this agreement.

Overtime Calculations

Overtime calculations and pay for Employees shall be in accordance with the City's current Administrative Policy, Employee Handbook, or Ordinances.

Deductions

Deductions from the wages for Employees shall be handled in the same manner as any other City employee with the addition of Union Dues and defined and outlined in this Agreement.

SECTION 3.02 – WAGES

FY 2021 wages consistent with approved budget process in Ordinance 20-50.

The City will continuously and actively pursue viable funding options to remain competitive with wages.

Out-Of-Title Pay

An Employee is considered to work Out-Of-Title anytime said Employee is required to work in a position of a higher rank to ensure the efficient operation of the Fire Department. This usually occurs, but is not limited to, when an Employee of higher rank is either absent or required to work another assignment, creating a staffing vacancy. Out of title will be paid in accordance with Administrative Policy.

3.03 - HEALTH INSURANCE

Qualified Employees pursuant to the City's Employee Handbook shall be entitled to apply for any group medical plan offered by the City at the same rates and terms as any other City Employee.

SECTION 3.04 - PENSION AND RETIREMENT

LAGERS – Pension Plan

Employees who are eligible, shall be entitled to the Missouri Local Government Employees Retirement System ("LAGERS") as any other City employee at the same contribution level as other City employees.

Mission's Square – Deferred Compensation Plan

Effective April 1, 2022, the City contributes 9% of the employee's base wage to a 457 plan through Mission's Square/ICMA-RC. Employees are not required to contribute but may do so up the allowable contribution allowance as determined by the IRS. The employee must be employed six (6) months for eligibility, but contributions will be retroactive to their initial hire date.

~~Should the City add another retirement benefit, Employees will receive the same defined benefit and contribution level as other City employees. Should the City experience any financial distress arising from economic downturns, natural disasters, stagnant sales tax, or decrease in sales tax receipts requiring a corresponding reduction of overall City operations expenditures, leading to potential impacts on~~

employee compensation or benefits to the bargaining unit, both parties agree to reopen the agreement within seventy-two (72) hours of written notification by the City Administrator or his/her designee to elected Employee designee of such financial distress. The parties commit to engaging in constructive negotiations in good faith to promptly formulate an acceptable plan for reducing operational costs within seven (7) business days.

SECTION 3.05 - MODIFIED DUTY

Presumptive Clauses within RSMO Chapter 87

An Employee who becomes injured or ill due to a condition identified within RSMO 87.005 or RSMO 87.006, including but not limited to cancer, a circulatory or pulmonary condition, or infectious disease who may have the ability to return to work as determined by the Employee's physician, may request the same modified duty rights as an Employee who becomes injured or ill in the line of duty.

Non-Duty

An Employee, who becomes injured or ill outside the line of duty and who cannot perform assigned duties, may be offered modified duty consisting of meaningful work within the Employee's medical restrictions at the discretion of the employer.

SECTION 3.07 - UNIFORM GUIDELINES

Clothing Allowance

The City shall supply all uniforms and department clothing, including boots, as needed to the Employee. The Employee will surrender upon termination of service all uniforms and department clothing bought by the City. When the Employee receives uniforms or department clothing, they shall turn in the old clothing that is being replaced. The style of uniform or department clothing that is currently used will remain in place. Before any changes are made to the uniforms or department clothing styles, the City and the Department Relations Committee (DRC) shall agree on those changes. The Fire Department will keep an internal policy regarding clothing allowance and modify as determined appropriate.-

ARTICLE 4 – LEAVE

SECTION 4.01 - VACATION

Vacation time, including payout for any unused vacation time for Employees, will be defined in the Employee Handbook. Note: Vacation payouts are considered an unfunded liability and therefore unplanned vacated positions with vacation payouts may result in the freezing of the vacated position due to the liability burden that is placed on the budget. The department may hold positions, as they determine appropriate, to ensure fund availability in filling the position(s).

SECTION 4.06 - SICK LEAVE

Sick Leave accumulation and payout for Employees will be defined in the Employee Handbook.

ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.02 - SAVINGS PROVISION

If any of the terms and conditions of this Agreement are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, the affected provision of this Agreement shall be null and void and subject to discussion. If any part, provision, or section of this Agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Agreement.

SECTION 5.03 - PERIOD OF THE AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall take effect as of the date specified in the adoption Ordinance and shall continue in full force and effect for a period of three (3) years to and including February 2, 2024, and the City and the Union shall meet prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) days of the expiration of this Agreement, and should such an agreement not be deemed to be inevitable, either party may declare an impasse.

During impasse, this Agreement shall remain in full force and effect. Should a new agreement not be reached in a timeframe that allows economic items to be factored into the City's annual budget process, the City shall, at a minimum, afford the Union the opportunity to accept any economic enhancements extended to other City employees while impasse continues. The offering or acceptance of said enhancements, as an individual action unaccompanied by other actions, shall not be construed by either party as either a termination of bargaining, or bargaining in bad faith.

This CBA shall remain in effect during any negotiations and shall continue in force during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the Agreement shall remain in effect in accordance with Section 5.05 of this Agreement.

SECTION 5.04 - REOPENING CLAUSE

Unless otherwise specified in this CBA, only through mutual agreement may the City and the Union reopen this CBA, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.

SECTION 5.05 - Evergreen Clause

This Collective Bargaining Agreement shall be effective as of the day after this Collective Bargaining Agreement is executed by both parties and shall remain in full force and effect until February 2, 2024. The parties shall meet no earlier than 120 days and no later than 90 days prior to the expiration of the Agreement. Should such an agreement not be reached sixty (60) days prior to the expiration of the

Collective Bargaining Agreement, either party may request non-binding mediation that shall result in both parties participating in non-binding mediation through the Federal Mediation and Conciliation Service (FMCS) or a mutually agreeable mediator. This Collective Bargaining Agreement shall remain in full force and be effective during the period of discussions and shall remain in full force and effect until such time that a successor Agreement has been reached.

Section 5.06 NO STRIKE / NO LOCKOUT

It is agreed that there shall not be strikes, sit-downs, slow-downs, work stoppage or any related activity during the term of this Agreement. If any Employee or group of Employees represented by the Union should violate the intent of this section, the Union shall take immediate action to prevent such illegal acts and take necessary steps to that end, and normal work will be promptly and orderly resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing of its disapproval of such violation. Violation of the provision of this section shall be grounds for immediate discharge.

It is further agreed that union Employees will not be required to cross picket lines at locations, for purposes other than performing the functions of their jobs.

SECTION 5.07 - APPROVAL OF THE AGREEMENT

President,
IAFF, Local 152

Fire Chief

Republic Shop Steward
IAFF, Local 152

Director of Human Resources

Executive Vice President,
IAFF, Local 152

City Administrator

APPENDIX A - PAC Authorization Form

I hereby authorize the City of Republic, Missouri to deduct _____ dollar(s) per pay period from my paycheck, through automatic payroll deductions for the sole purpose of paying said amount over to the Southern Missouri Professional Firefighters PAC.

1. The amount which I am hereby authorizing to be deducted from my paycheck will be automatically deducted from my paycheck on each subsequent pay period, unless I revoke or change this authorization in accordance with paragraph 3 of this Authorization. The amount so deducted shall be paid over by the City of Republic to the Southern Missouri Professional Firefighters Association within 14 days of the date it is deducted from my paycheck.
2. Deductions can only be authorized in whole dollar amounts. For example, I can authorize a deduction of \$1.00 or \$5.00 per pay period, but not \$1.75 or \$4.50 per pay period.
3. An individual may begin payroll deduction at any time throughout the year, but can change or choose to end the deduction only during the open enrollment period in the City of Republic.

I understand and agree to the above terms and conditions. Please begin the deduction with my next paycheck (unless the next pay day is less than two weeks from the date on which the City receives this authorization, in which case it may, in its sole discretion, begin the deduction with the paycheck for the next following pay period).

Signature

Print Name

Date

City Payroll Number



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-03 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 0.29 Acres of Real Property Located at 1167 North Oakwood Avenue, from Agricultural (AG) to General Commercial (C-2).

Submitted By: Chris Tabor, BUILDS Department Principal Planner

Date: January 23, 2024

Issue Statement

Karen Cowan has applied on behalf of OR-Shamrock Richards LLC to change the Zoning Classification of approximately 0.29 acres of property located at 1167 North Oakwood Avenue from Agricultural (AG) to General Commercial (C-2).

Discussion and/or Analysis

The 0.29-acre property subject to this Rezoning Application is located at 1167 N Oakwood Ave; the property is currently the site of one residential dwelling unit.

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City**.

Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial development through proactive Rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan, with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses**.

- **Infrastructure Coordination Goal 1:** Support new development that is well-connected to the existing community.
 - **Objective 1B:** Promote development aligning with current adopted plans of the City.
- **Infrastructure Coordination Goal 2:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent established properties.
 - **Objective 2A:** Support development of vacant parcels as opportunities for densification that is harmonious with surrounding development.

The Rezoning of this parcel is consistent with City's Adopted Plans.

Compatibility with Surrounding Land Uses



The subject property is a newly annexed property that came into the City zoned Agricultural (AG).

This property is entirely surrounded by undeveloped land zoned General Commercial (C-2)

The requested zoning district, General Commercial (C-2), is consistent with use of adjacent property.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

City Water and Sewer systems have capacity to serve this property if the application is approved.

The property has potential access to sewer through an 8” gravity sewer main across Oakwood Ave. Effluent would travel through gravity lines to the Shuyler Creek Lift Station before being pumped to the Wastewater Treatment Facility.

Water is currently available onsite through a 10” main along Oakwood Ave.

The water system, named Lift Stations, and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

A Traffic Impact Study (TIS) was not required for the Rezoning Application, as the parcel does not meet the threshold for requiring such a study (1 acre). The waiving of the TIS is in line with City policy.

Floodplain: The subject parcel **does not** contain any areas of Special Flood Hazard Area (Floodplain).

Sinkholes: The subject property **does not** contain any identified sinkholes.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY 0.29 ACRES OF REAL PROPERTY LOCATED AT 1167 NORTH OAKWOOD AVENUE, FROM AGRICULTURAL (AG) TO GENERAL COMMERCIAL (C-2)

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”), is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, OR-Shamrock Richards LLC (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 0.29 acres, located at 1167 North Oakwood Avenue (“the Property”), from Agricultural (AG) to General Commercial (C-2), and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the Application for January 8, 2024; and

WHEREAS, on December 12, 2023, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

WHEREAS, pursuant to Republic Municipal Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

WHEREAS, the PZ Commission conducted the public hearing on January 8, 2024, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the PZ Commission, by a vote of 4 Ayes to 0 Nays, recommended approval of the Application; and

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on January 9, 2024, and for second read at its regular meeting on January 23, 2024, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately 0.29 acres, located at 1167 North Oakwood Avenue in Republic, Missouri, more fully described in the legal description herein below, from Agricultural (AG) to General Commercial (C-2):

BEGINNING 338.0 FEET NORTH AND 20 FEET WEST OF SOUTHEAST CORNER OF SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION

SIXTEEN (16), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST; THENCE WEST 150 FEET; THENCE NORTH 90.0 FEET; THENCE EAST 150.0 FEET; THENCE SOUTH 90.0 FEET TO THE POINT OF BEGINNING, GREENE COUNTY, MISSOURI.

Section 2: In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

Section 3: The WHEREAS clauses above are specifically incorporated herein by reference.

Section 4: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

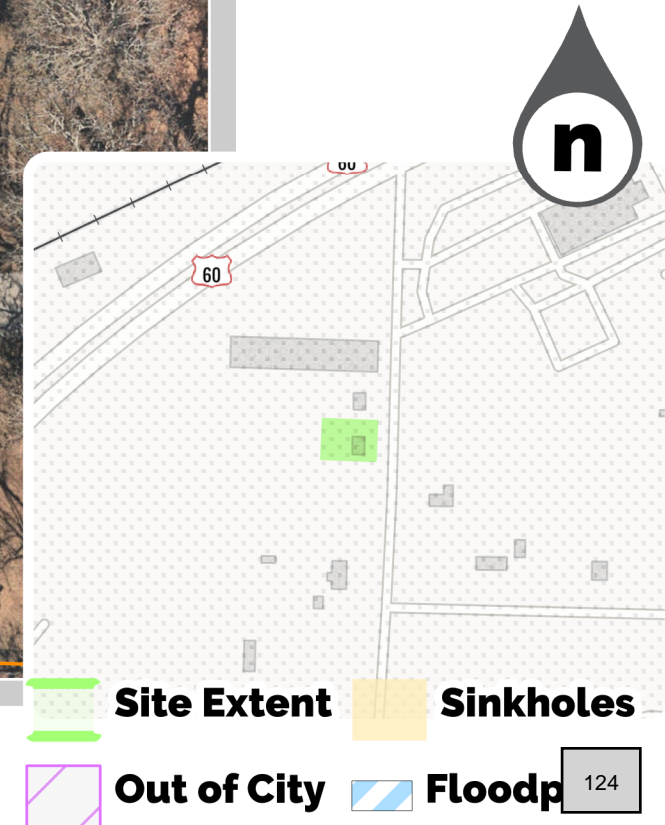
Owner/Applicant
OR-Shamrock Richards LLC

ADDRESS
1167 N Oakwood Ave

ZONING
AGRICULTURAL (AG) |
REQUESTED: C-2

WARD
2

ACREAGE
0.29



1167 NORTH OAKWOOD AVENUE

REZN 24-001 | REZONE

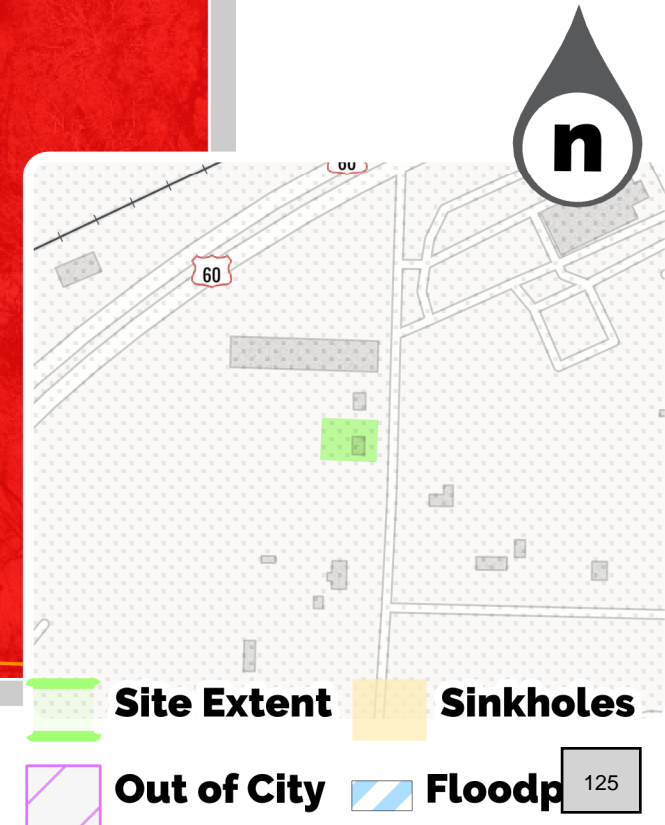
Owner/Applicant
OR-Shamrock Richards LLC

ADDRESS
1167 N Oakwood Ave

ZONING
AGRICULTURAL (AG) |
REQUESTED: C-2

WARD
2

ACREAGE
0.29



1167 NORTH OAKWOOD AVENUE

REZN 24-001 | REZONE

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Conforms with surrounding zoning of C-2

Based on these findings, I have concluded to recommend the application to the City Council for: Approval Denial

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

No witnesses provided information during the hearing.
Application meets Land use Plan

Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval Denial

Commissioner Name:
Commissioner Signature:
Date:

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

*Applicant not present.
No speakers.
No concerns.*

Based on these findings, I have concluded to recommend the application to the City Council for: Approval Denial

Commissioner Name:

Commissioner Signature:

Date:

Findings of Fact

Date of Hearing:

01/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

1167 North Oakwood Ave (REZN 24-001)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

0.29 acre AG → C-2
Surrounded on all sides by C-2
Water + Sewer onsite
Transportation, Floodplain, + Sinkholes not at odds

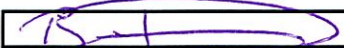
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Brian Debraun

Commissioner Signature:



Date:

1-8-23

AGENDA ITEM ANALYSIS

Project/Issue Name: 24-04 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately 1.08 Acres of Real Property Located at 505 West Brookfield Street, from General Commercial (C-2) to Multi-Family Residential (R-3).

Submitted By: Patrick Ruiz, Associate Planner

Date: January 23, 2023

Issue Statement

Apple Properties LLC has applied on behalf of the property owner, MARF Holdings LLC, to change the Zoning Classification of approximately 1.08 acres of property located at 505 W. Brookfield St. from General Commercial (C-2) to Multi-Family Residential (R-3).

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately 1.08 acres of land located at 505 W. Brookfield St.; the site is currently a vacant piece of property. The existing configuration of the lot was subdivided at the time of the West Brook Centre Final Plat back in 2005.

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City**.

Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial development through proactive Rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan, with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses**.

- **Goal:** Support market conditions to develop a greater variety of residential and commercial options.
 - **Objective:** Support a variety of housing developments and styles to ensure a range of options are available.
- **Goal:** Support new development that is well-connected to the existing community.
 - **Objective:** Encourage development that improves and expands upon existing infrastructure.
 - **Objective:** Promote development aligning with current adopted plans of the City.
- **Goal:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent, established properties.
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development.

The Rezoning of this parcel is consistent with City's Adopted Plans.

Compatibility with Surrounding Land Uses

The subject property is adjacent to General Commercial (C-2) zoned parcels bordering the east property line and south across Brookfield Street. It is also adjacent to Local Commercial (C-1) zoned parcels bordering the north and west property lines.

The Multi-Family Residential (R-3) Zoning District is intended to accommodate high density residential development on properties with direct access to arterial or collector streets. The general land uses of the area are commercial and multi-family residential in nature and such rezone would be compatible and harmonious with adjacent properties.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

Development of the property will require connecting to existing municipal water and sewer mains located on or near the site.

One 6" water main is accessible to the subject property along Brookfield Street.

Three (3) gravity sewer mains are located at the subject property. One 8" sewer main is located at the southern edge of the property running parallel with Brookfield Street.; whereas two 18" sewer mains are running through the property. Effluent from the subject property would flow directly to the Wastewater Treatment Facility.

The water system and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

The property will have access off Brookfield Street. A Traffic Impact Study (TIS) was not required for the Rezoning Application, due to the fact that the size of the developable area is under the one (1) acre threshold of requiring such study. The waiving of the TIS is in line with City policy.

Floodplain: The subject parcel **does** contain areas of Special Flood Hazard Area (Floodplain). Any future development on the lot will require compliance with the City's Floodplain Standards as regulated under Chapter 420 Flood Damage Prevention.

Sinkholes: The subject property **does not** contain an identified sinkhole.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY 1.08 ACRES OF REAL PROPERTY LOCATED AT 505 WEST BROOKFIELD STREET, FROM GENERAL COMMERCIAL (C-2) TO MULTI-FAMILY RESIDENTIAL (R-3)

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”), is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, Apple Properties LLC (“Applicant”) submitted an application (“Application”) to the City’s BUILDS Department for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 1.08 acres, located at 505 West Brookfield Street (“the Property”), from General Commercial (C-2) to Multi-Family Residential (R-3); and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“PZ Commission”) and set a public hearing on the Application for January 8, 2024; and

WHEREAS, on December 20, 2023, pursuant to Republic Municipal Code § 405.980, the City published notice of the time and date for the public hearing on the Application in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the public hearing; and

WHEREAS, pursuant to Republic Municipal Code § 405.980, the City gave notice of the public hearing on the Application to the record owners of all properties located within 185 feet of the Property, consistent with the information shown by the Greene County Assessor’s Office; and

WHEREAS, the PZ Commission conducted the public hearing on January 8, 2024, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the PZ Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the PZ Commission, by a vote of 4 Ayes to 0 Nays, recommended approval of the Application; and

WHEREAS, the Application was submitted to the City Council for first read at its regular meeting on January 9, 2024, and for second read at its regular meeting on January 23, 2024, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

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

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property consisting of approximately 1.08 acres, located at 505 West Brookfield Street in Republic, Missouri, more fully described in the legal description herein below, from General Commercial (C-2) to Multi-Family Residential (R-3):

ALL OF LOT NINE (9), IN THE WEST BROOK CENTRE, A SUBDIVISION IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT.

Section 2: In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

Section 3: The WHEREAS clauses above are specifically incorporated herein by reference.

Section 4: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

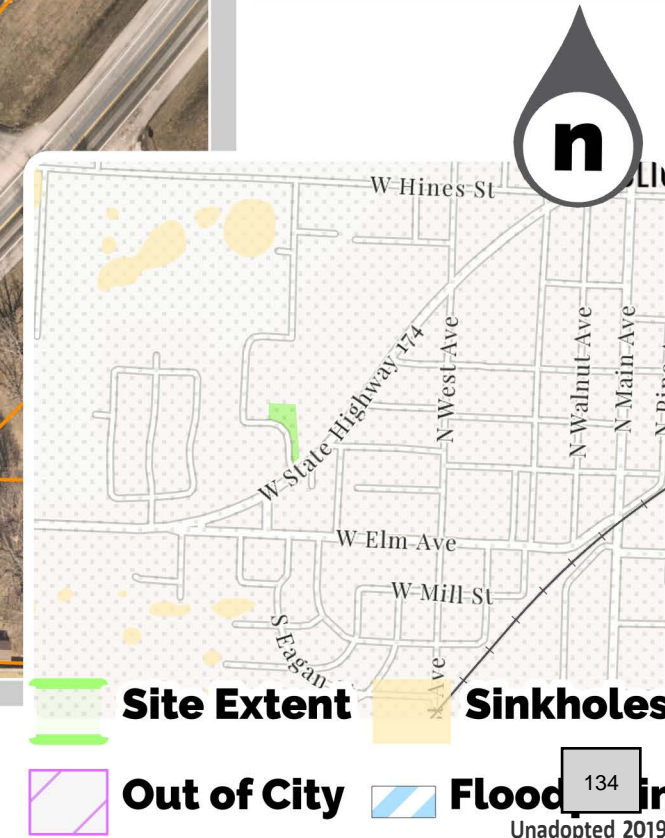
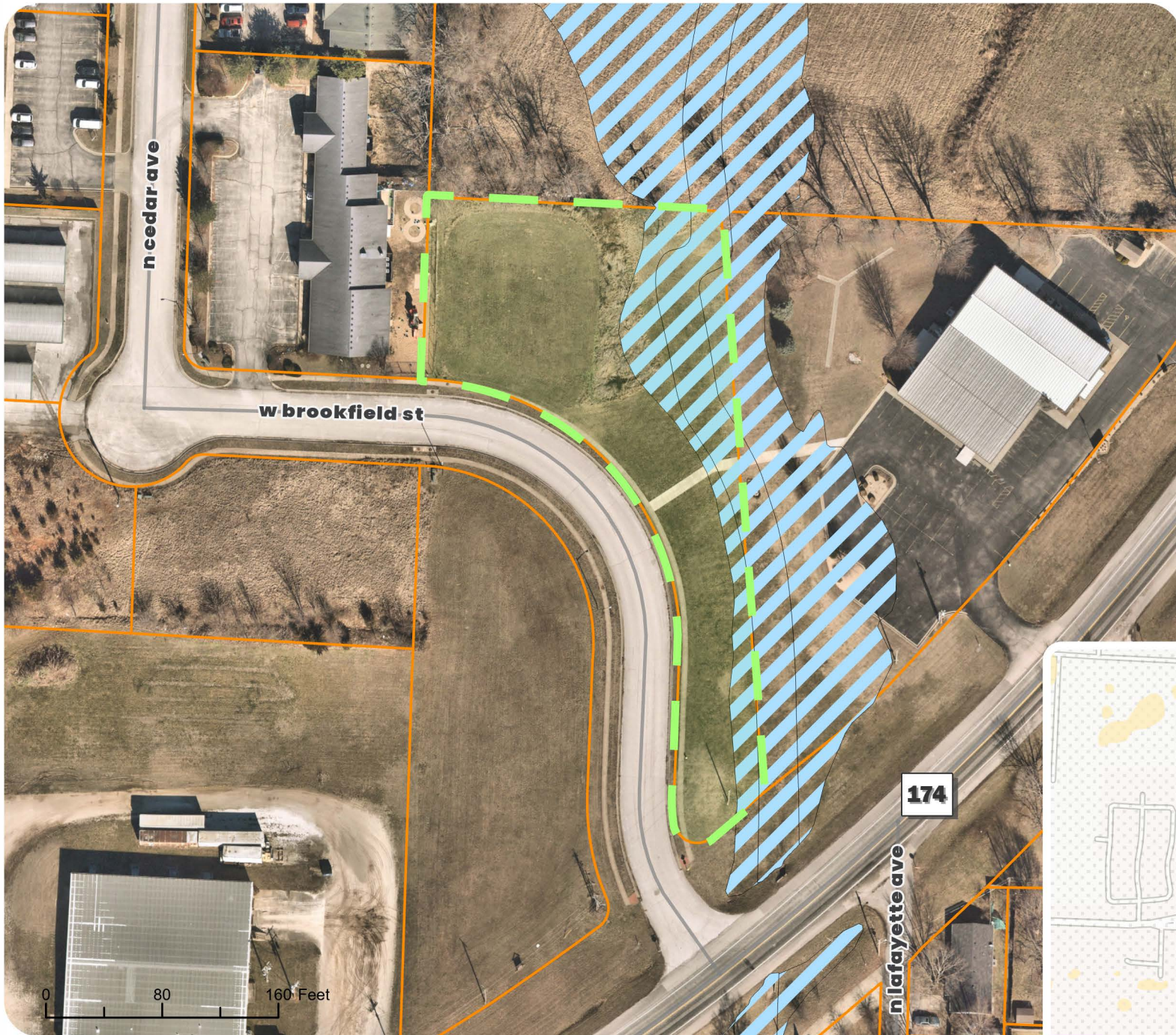
Owner/Applicant
MARF HOLDINGS LLC/APPLE
PROPERTIES LLC

ADDRESS
505 W. Brookfield St.

ZONING
C-2 | REQUESTED: R-3

WARD
2

ACREAGE
1.08



505 W. BROOKFIELD ST
REZN 24-002 | REZONE

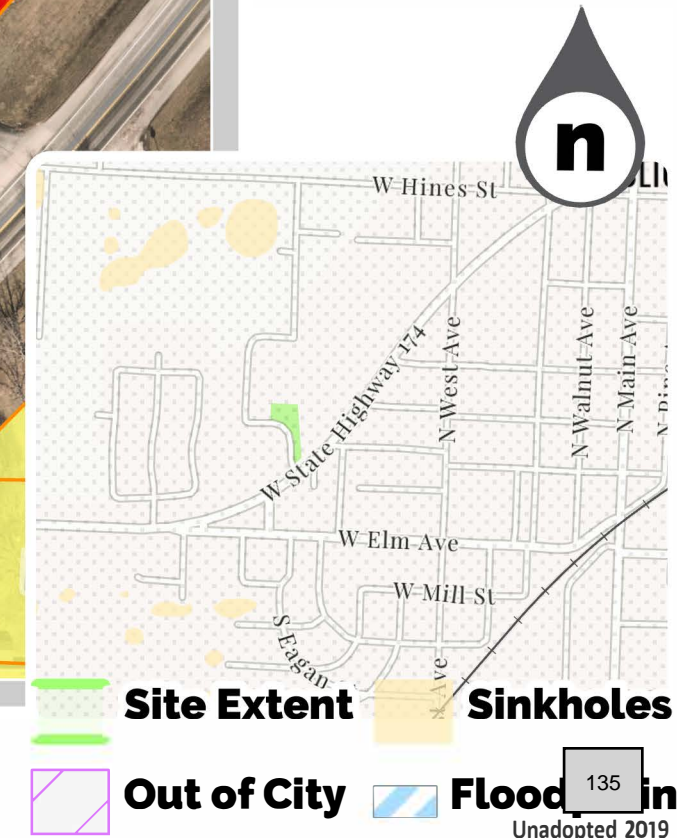
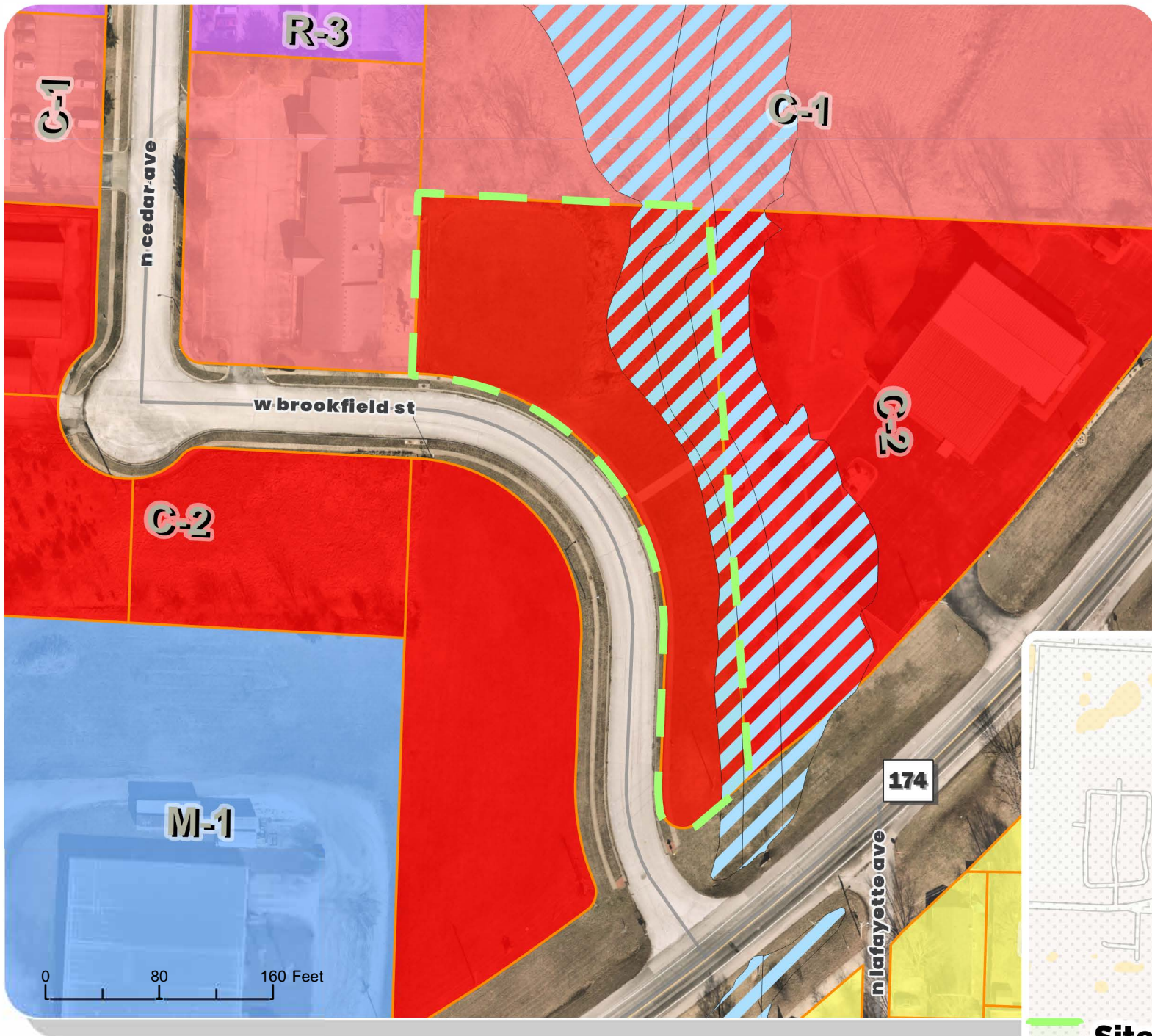
Owner/Applicant
 MARF HOLDINGS LLC/APPLE
 PROPERTIES LLC

ADDRESS
 505 W. Brookfield St.

ZONING
 C-2 | REQUESTED: R-3

WARD
 2

ACREAGE
 1.08



505 W. BROOKFIELD ST
REZN 24-002 | REZONE

Findings of Fact

Date of Hearing:

01/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

505 West Brookfield Street (REZN 24-002)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Conforms w/ surrounding area

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

1/8/24

Findings of Fact

Date of Hearing:

01/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

505 West Brookfield Street (REZN 24-002)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Ben Appleby - applicant/owner. Plan to build 2 story apartment.
No other speakers.
No concerns.

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

John Alexander

Commissioner Signature:

[Signature]

Date:

1/8/24

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Applicant appeared and provided information concerning application
Application meets City Land Use Plan

Based on these findings, I have concluded to recommend the application to the City Council for: Approval Denial

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing:

01/08/2024

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

505 West Brookfield Street (REZN 24-002)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

1.08 acres C-2 → R-3
C-1, R-3, C-2, M-1 surround the location.
Water + Sewer on site
TIS not needed
Floodplain in the parcel - will require compliance

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Brian Dabrowski

Commissioner Signature:



Date:

1-8-23



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-05 An Ordinance of the City Council Amending Title III, Chapter 300, Section 300.020 (“Definitions”), and Adding New Section 340.125 (“Golf Carts And Utility Task Vehicles”) to Title III, Chapter 340, of the Municipal Code of the City of Republic, Missouri.

Submitted By: Sergeant Zach Richards

Date: January 23, 2024

Issue Statement

Proposal of New Ordinance regarding Golf Carts and Utility Task Vehicles; Requirements for Lawful Operation; Prohibited Uses; Special Use Permit Requirements and Penalties.

Amendment to City Code 300.020 Definitions (Adding definitions of “Golf Cart” & “Utility Task Vehicle”/UTV to the Code.

Discussion and/or Analysis

Due to incidents of residents using golf carts and UTVs in Republic neighborhoods, we need an ordinance outlining the use of these vehicles, which we do not currently have. An Ordinance will outline all of the operational information as well as the prohibited uses and allow the department to address issues and complaints as they arise.

Recommended Action

The Police Department recommends the adoption of an Ordinance regarding the Lawful Operation & Prohibited Uses of Golf Carts and Utility Task Vehicles in the City of Republic. We also recommend an amendment to City Code 300.020 Definitions that will add the definitions of these to the Code.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE III, CHAPTER 300, SECTION 300.020 (“DEFINITIONS”), AND ADDING NEW SECTION 340.125 (“GOLF CARTS AND UTILITY TASK VEHICLES”) TO TITLE III, CHAPTER 340, OF THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the City has recognized the need to continually review and revise the City Municipal Code to ensure conformity with governing state and/or federal law, enhance clarity, and eliminate ambiguity in its language, as well as to meet the evolving demands and/or needs of the City’s citizens when such demands and/or needs are warranted and in accord with the City’s mission, vision and values, and in the best interests of the City and its citizenship body as a whole; and

WHEREAS, the City has identified a need to amend the existing provisions of the Republic Municipal Code to include specifications for the use of certain golf carts and certain utility task vehicles on or about City streets.

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

Section 1: Title III (“Traffic Code”), Chapter 300 (“General Provisions”), Section 300.020 (“Definitions”), of the Municipal Code of the City of Republic, Missouri, is hereby **amended** to read as follows:

300.020 Definitions

The following words and phrases when used in this Title mean:

ALLEY OR ALLEYWAY Any street with a roadway of less than twelve (12) feet in width.

ALL-TERRAIN VEHICLE Any motorized vehicle manufactured and used exclusively for off-highway use which is fifty (50) inches or less in width, with an unladen dry weight of six hundred (600) pounds or less, traveling on three (3), four (4) or more low pressure tires, with a seat designed to be straddled by the operator and handlebars for steering control.

AUTHORIZED EMERGENCY VEHICLE A vehicle publicly owned and operated as an ambulance, or a vehicle publicly owned and operated by the State Highway Patrol, Police or Fire Department, Sheriff, Constable or Deputy Sheriff, traffic officer or any privately owned vehicle operated as an ambulance when responding to emergency calls.

COMMERCIAL VEHICLE Every vehicle designed, maintained or used primarily for the transportation of property.

CONTROLLED ACCESS HIGHWAY Every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over the highway, street or roadway.

CROSSWALK

1. That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or in the absence of curbs from the edges of the traversable roadway.
2. Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

CURB LOADING ZONE A space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

DRIVER Every person who drives or is in actual physical control of a vehicle.

FREIGHT CURB LOADING ZONE A space adjacent to a curb for the exclusive use of vehicles during the loading or unloading of freight (or passengers).

GOLF CART A motor vehicle designed for operation on a golf course, or for sporting, or for other recreational purposes, which is not capable of exceeding a speed of twenty-five miles per hour within one mile of travel.

HIGHWAY The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

INTERSECTION

1. The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two (2) highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict; or
2. Where a highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty (30) feet or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.

LANED ROADWAY A roadway which is divided into two (2) or more clearly marked lanes for vehicular traffic.

MOTOR VEHICLE Any self-propelled vehicle not operated exclusively upon tracks, except farm tractors and motorized bicycles.

MOTORCYCLE Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding a tractor.

MOTORIZED BICYCLE Any two-wheeled or three-wheeled device having an automatic transmission and a motor with a cylinder capacity of not more than fifty (50) cubic centimeters which produces less than three (3) gross brake horsepower and is capable of propelling the device at a maximum speed of not more than thirty (30) miles per hour on level ground.

MOTORIZED PLAY VEHICLE Includes mini-motorcycles, pocket bikes, or any similar miniaturized two-wheel vehicle that is capable of transporting a person or persons at a speed in excess of five (5) miles per hour or motorized skateboards not having a seat or saddle for use of the rider; that is self

propelled by a motor or engine and is not otherwise defined by Missouri Statutes or the Republic City Code as a motor vehicle, motorcycle, or motorized bicycle.

OFFICIAL TIME STANDARD Whenever certain hours are named herein they shall mean standard time or daylight-saving time as may be in current use in the City.

OFFICIAL TRAFFIC CONTROL DEVICES All signs, signals, markings and devices not inconsistent with this Title placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic.

PARK OR PARKING The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

PASSENGER CURB LOADING ZONE A place adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

PEDESTRIAN Any person afoot.

PERSON Every natural person, firm, co-partnership, association or corporation.

POLICE OFFICER Every officer of the municipal Police Department or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

PRIVATE ROAD OR DRIVEWAY Every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

RAILROAD A carrier of persons or property upon cars operated upon stationary rails.

RAILROAD TRAIN A steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails.

RESIDENCE DISTRICT The territory contiguous to and including a highway not comprising a business district when the property on such highway for a distance of three hundred (300) feet or more is in the main improved with residences or residences and buildings in use for business.

RIGHT-OF-WAY The right of one (1) vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

ROADWAY That portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two (2) or more separate roadways the term "roadway" as used herein shall refer to any such roadway separately but not to all such roadways collectively.

SAFETY ZONE The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

SIDEWALK That portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for use of pedestrians.

STAND OR STANDING The halting of a vehicle, whether occupied or not, otherwise than for the purpose of and while actually engaged in receiving or discharging passengers.

STOP When required, complete cessation from movement.

STOP OR STOPPING When prohibited, any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Police Officer or traffic control sign or signal.

STREET OR HIGHWAY The entire width between the lines of every way publicly maintained when any part thereof is open to the uses of the public for purposes of vehicular travel. "State Highway", a highway maintained by the State of Missouri as a part of the State Highway system.

THROUGH HIGHWAY Every highway or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield right-of-way to vehicles on such through highway in obedience to either a stop sign or a yield sign, when such signs are erected as provided in this Title.

TRAFFIC Pedestrians, ridden or herded animals, vehicles and other conveyances either singly or together while using any highway for purposes of travel.

TRAFFIC CONTROL SIGNAL Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

UTILITY TASK VEHICLE (UTV) Any motorized vehicle designed or manufactured for off-road use which is more than fifty (50) inches but no more than seventy-five (75) inches in width, has an unladen try weight of two thousand (2,000) pounds or less, and travels on four (4) or six (6) wheels, with a minimum of two (2) bucket or bench-style seats positioned side-by-side and enclosed within a roll cage structure, and equipped with foot controls and a steering wheel.

VEHICLE Any mechanical device on wheels, designed primarily for use, or used, on highways, except motorized bicycles, vehicles propelled or drawn by horses or human power, or vehicles used exclusively on fixed rails or tracks, cotton trailers or motorized wheelchairs operated by handicapped persons.

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Section title(s)) is added language. Matter shown above in ~~striketrough font~~ is deleted language.

Section 2: Title III ("Traffic Code"), Chapter 340 ("Miscellaneous Driving Rules") of the Municipal Code of the City of Republic, Missouri, is hereby **amended by adding new Section 340.125** ("Golf Carts and Utility Task Vehicles"), to read as follows:

Chapter 340 Miscellaneous Driving Rules

340.125 -- Golf Carts and Utility Task Vehicles

A. Requirements for Lawful Operation. Operation of a golf cart or utility terrain vehicle ("UTV"), as defined in City Code § 300.020, on City streets, highways or roadways with a speed limit of thirty (30) miles per hour or less, is allowed under this Section, provided the following conditions are met:

- 1. The operator of the golf cart or UTV shall not exceed a travel speed of twenty (20) miles per hour;**

- 2. The operator of the golf cart or UTV shall be at least sixteen (16) years of age or older, and shall have a valid driver's license from his/her state of residence;**
 - 3. The golf cart or UTV shall be equipped with adequate brakes capable of bringing the golf cart or UTV to a full stop without undue delay;**
 - 4. The golf cart or UTV shall not be in motion at any time when the number of occupants, inclusive of the operator, exceeds the occupant maximum rating by the manufacturer of such golf cart;**
 - 5. If the golf cart or UTV is not equipped with turn signals, the operator of the golf cart or UTV shall use proper hand signals to indicate upcoming turns or changes in direction of travel;**
 - 6. If being operated after daylight hours, the golf cart or UTV shall be equipped with two properly functioning headlights and at least one properly functioning tail-light and brake-light;**
 - 7. The operator, and all passengers of a golf cart or UTV, shall be restrained by seat/safety belts and shall remain seated while the golf cart or UTV is in motion;**
 - 8. The operator of the golf cart or UTV must abide by all traffic regulations that apply to vehicular traffic on authorized streets and parking areas of the City;**
 - 9. The golf cart or UTV shall be insured, and proof of such insurance shall be made available upon request, in accord with the provisions and requirements of City Code § 390.140. Failure to comply with this requirement shall subject the operator of the golf cart or UTV in violation to the penalties provided in City Code § 390.140(F);**
- B. Prohibited Uses; Exceptions.**
- 1. Except as otherwise allowed under City Code § 340.125(B)(5), no person shall operate a golf cart or UTV on City streets, highways or roadways, as defined in City Code § 300.200, under any of the following conditions:**
 - a. If the street, highway or roadway upon which the golf cart or UTV is operated has a speed limit exceeding thirty (30) miles per hour;**
 - b. If the golf cart or UTV operator fails to meet the requirements for lawful operation of golf carts and UTVs as set forth in City Code § 340.125(A);**
 - c. In a careless or imprudent manner so as to endanger or cause a risk of harm to the person or property of another;**
 - d. While under the influence of alcohol or any other controlled substance; or**
 - e. Unless the golf cart or UTV operator possesses a valid special use permit issued by the City pursuant to City Code § 340.125(D).**
 - 2. No person shall authorize or knowingly allow the operation of a golf cart or UTV owned or controlled by such person in any manner that violates this Code or state law.**

3. No person may operate a golf cart or UTV on any portion of a street, highway or roadway specifically excluded under City Code § 340.125(C). This prohibition includes a golf cart or UTV operator crossing over or driving immediately adjacent to an excluded street, highway or roadway.
 4. No person may operate a golf cart or UTV on any portion of a state highway within the City limits. This prohibition includes a golf cart or UTV operator crossing over a state highway to access an otherwise permitted street, highway or roadway under this Chapter.
 5. Operation of a golf cart or UTV upon City streets, highways and roadways, as defined in City Code § 300.200, that is otherwise prohibited under this Section, shall be permissible and deemed lawful when such operation is for any one of the following limited purposes:
 - a. The golf cart or UTV is owned or leased by a governmental entity and is being used for official City business or use(s); or
 - b. The golf cart or UTV is operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of such operation.
- C. Excluded Streets, Highways and Roadways. The following City streets, highways and roadways are excluded from the permissible operation of golf carts as otherwise set forth in this Chapter. No person shall be permitted to operate a golf cart or UTV on any portion of the excluded streets listed below.**
1. Elm Street
 2. Main Avenue
 3. Hines Street
 4. Lynn Avenue
 5. Miller Road
 6. Boston Lane
 7. Bailey Street
 8. Hampton Avenue
 9. West Avenue
 10. O'Neal Road
 11. Kansas Avenue
 12. Oakwood Avenue (from U.S. Highway 60 to Kentwood)
 13. Illinois Avenue
- D. Special Use Permit Required for Golf cart or UTV Operation on City Streets, Highways and Roadways. Any golf cart or UTV being operated on a City street, highway or roadway, as defined in City Code § 300.200, shall be issued a Special Use Permit ("Permit") annually. The Republic Police Department shall prepare an application form for the Permit and shall require a payment of \$15.00 for each Permit issued. Each Permit issued pursuant to this Section shall be issued for a single golf cart or UTV only, and is not transferrable to other golf carts, UTVs or vehicles. Any**

person submitting an application for a Permit must show valid proof of insurance and a valid Missouri driver’s license at the time of submittal. Once issued a Permit, the City will provide a sticker containing identifying numbers unique to such Permit, which shall be attached to the rear of the registered golf cart or UTV and be visible for inspection upon request.

E. Penalties Any person who violates or fails to comply with any provision of this Section shall be deemed guilty of a municipal ordinance violation and shall be subject to a fine and court costs from \$200 up to \$450 per violation, but not to exceed the amount allowed under City Code § 100.220 and Section 479.353, RSMo. Each day the violation exists shall constitute a separate violation for which a fine and court costs may be assessed.

EXPLANATION: Matter shown above in **bold-face/underlined font** (except for Chapter title(s)) is added language. Matter shown above in ~~strikethrough font~~ is deleted language.

Section 3: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance, shall remain unmodified and in full force and effect.

Section 4: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

Section 5: The WHEREAS clauses are hereby specifically incorporated herein by reference.

Section 6: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 7: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 24-06 An Ordinance of the City Council Authorizing the City to Participate in the Missouri Fire Fighters Critical Illness Trust and Pool and Authorizing the City Administrator to Execute the Necessary Documentation to Secure the City's Participation.

Submitted By: Duane Compton, Fire Chief

Date: January 24, 2024

Issue Statement

Discussion and possible vote to join Missouri Fire Fighter Critical Illness Pool.

Discussion and/or Analysis

Missouri law (sections 320.400 and 537.620 RSMo.) was amended in 2021 to allow at least three public sector agencies to create a critical illness pool to provide benefits for cancer diagnoses of eligible employees of participating employers. The Missouri Fire Fighters Critical Illness Pool ("MFFCIP") was created in 2022 to aid the state's fire professionals and fire service agencies in containing the human and financial burdens created by serious health issues by providing benefits to firefighters.

The MFFCIP provides coverage and monetary benefits to eligible firefighters diagnosed with any of 17 nationally recognized cancers in which firefighters are at increased risk associated with occupational exposure. This fund also will assist firefighters that also become disabled due to Post-traumatic Stress Disorder (PTSD) while on the job.

For the current calendar year, the City will apply to enroll in the MFFCIP, at the \$300,000.00 benefit level. The approximate cost to the City is \$4,789.00 or \$165.00 per staff member for the coming year. Please note that enrollment into this fund is an item that the City and Firefighter's Local 152 both agreed to in the current Collective Bargaining Agreement. Both parties feel this is a benefit to staff members.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE CITY TO PARTICIPATE IN THE MISSOURI FIRE FIGHTERS CRITICAL ILLNESS TRUST AND POOL AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTATION TO SECURE THE CITY'S PARTICIPATION

WHEREAS, the City of Republic, Missouri, ("City" or "Republic") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, as authorized by Sections 320.400 and 537.620, RSMo., the Missouri Firefighter Critical Illness Trust and Pool (the "Pool" and/or "MFFCITP") is a critical illness pool designed to assist fire service agencies in Missouri with the provision of certain benefits to fire service professionals and reduction of the financial burdens associated with treatment of critical illnesses, including certain cancers, frequently diagnosed in fire service professionals; and

WHEREAS, Missouri law requires any such pool to be formed by agreement of at least three public sector agencies; and

WHEREAS, upon proper application and agreement of at least three public sector agencies, the MFFCITP was created and approved by the Director of the Division of Commerce and Insurance and Missouri Secretary of State; and

WHEREAS, the MFFCITP is its own corporate body and trust, under the management and oversight of a Board of Trustees; and

WHEREAS, by choosing to participate in the Pool, the City will not be forever bound to participate, but will do so pursuant to the terms and conditions of the *Trust and Pool Agreement for Missouri Fire Fighters Critical Illness Trust and Pool* ("Agreement"); and

WHEREAS, having reviewed the available information and having heard presentation by staff, the Council finds that participation in the Pool is in the best interests of the City as it will help to ensure that fire professionals working for or on behalf of the City have access to adequate health services and long-term care that may become necessary as a result of their workplace exposures.

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

Section 1: The City hereby declares its intent to become a member of the Missouri Fire Fighters Critical Illness Trust and Pool and to participate as a member pursuant to the provisions of the Agreement and subject to approval of the Pool's Board of Trustees.

Section 2: The City Administrator, or his designee(s), is hereby authorized to execute, on behalf of the City, all necessary documents to secure the City's participation in the Pool, including the Agreement, any bylaws of the Pool, agreeing to adhere to the terms of those documents and to be bound together with the other members.

Section 3: The whereas clauses are hereby specifically incorporated herein by reference.

Section 4: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2024.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk



Megan McCullough, City Attorney

Final Passage and Vote:

TRUST AND POOL AGREEMENT

FOR

MISSOURI FIRE FIGHTERS CRITICAL ILLNESS TRUST AND

POOL

May 1, 2022

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TRUST AGREEMENT

THIS AGREEMENT (“Agreement”) is entered by and between the undersigned Missouri governmental entities (who, together with and any other Missouri governmental entities that becomes a participating Member of this Pool under this Trust Agreement, are collectively the “Members”) and the undersigned Trustees constituting the Trustees for the Trust, as defined herein (“Trustees”; “Board of Trustees”).

WITNESSETH:

WHEREAS, the Members are exempt from federal income tax under the Internal Revenue Code of 1986, as amended, as a state or territory of the United States, or any political subdivision, municipality or agency thereof, or an agency of such political subdivision or municipality (including any corporation owned or controlled by any state or territory of the United States or by any political subdivision, municipality, or agency); and

WHEREAS, the Members desire by and through this Agreement to create a Fire Fighters Critical Illness Benefits Trust, with said Trust to be considered a “pool” to provide a benefit plan that provides cancer benefits consistent with the provisions of Chapters 320 and 537 of the Missouri Revised Statutes (RSMO), as specified in the Missouri Fire Fighters Critical Illness Trust Cancer Benefits Plan, (collectively, the “Plan”); and

WHEREAS, the Members desire said Pool to be managed by a Board of Trustees; and

WHEREAS, the Members desire for the Trust to accept funds that shall from time to time be paid over to the Board of Trustees in accordance with the terms of this Agreement, together with the earnings and profits thereon, if any, and to hold the funds in Trust (the “Trust”), constituting a trust, and to make disbursements from the Trust in accordance with the provisions of this Agreement and the Plan; and

WHEREAS, the Members desire to appoint the Board of Trustees as a trustee to hold and administer the assets of the Plan as trustees, and manage the Pool in accordance with this Agreement; and

WHEREAS, the Board of Trustees has agreed to manage the Pool and to serve as trustee of the Trusts established under this Agreement; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a trust exempt from taxation under Internal Revenue Code Section 115; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a Pool and Plan for the purpose of RSMO 320.400 and 537.620 ;

NOW, THEREFORE, the Members and the Board of Trustees hereby mutually covenant and agree as follows:

ARTICLE I DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

- 1.1 **Administrator** means the person, committee or entity appointed by the Board of Trustees to serve as plan administrator of the Plan. The Administrator shall be retained by the Board of Trustees and shall administer the Plan pursuant to an administrative services agreement entered into between the Administrator and the Board of Trustees.
- 1.2 **Authorized Investment** means and is limited to those investments that are defined as permissible for investment of public funds in accordance with the Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.
- 1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.
- 1.4 **Code** means the Internal Revenue Code of 1986, as amended.
- 1.5 **Custodian** means a depository banking institution meeting the criteria of RSMO 110.010 and selected by the Trustees, which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian other than the selected depository banking institution, such party shall also be considered a Custodian for the Trust and must meet the same statutory criteria.
- 1.6 **Fiscal Year** means the accounting year of the Trust, which shall commence on January 1 and end on December 31 of each year, except that the first year shall commence on the Effective Date and shall end on the immediately following December 31.
- 1.7 **Investment Fund** means any of the separate funds established by the Trustees for the investment of Plan assets.
- 1.8 **Investment Manager** means any person, corporation or other organization or association appointed by the Board of Trustees pursuant to the terms of Section 4.3 to manage, acquire or dispose of the assets of an Investment Fund.
- 1.9 **Members or Member** means those governmental employers listed on Exhibit A and any other governmental employer that becomes a participating Member under this Trust pursuant to Article VIII, below.
- 1.10 **Member Representative** means that person who has been designated in writing by a Member as its representative to the Pool.

- 1.11 **Participant** means an employee or former employee of the Member.
- 1.12 **Plan** means the Missouri Fire Fighters Critical Illness Cancer Benefits Plan set forth in the Plan Summaries of Benefits as such Plan may be amended from time to time.
- 1.13 **Pool** means the Pool established by this Trust and Pool Agreement.
- 1.14 **Trust** means the Missouri Fire Fighters Critical Illness Trust and Pool established by this Agreement, also referred to herein as “Pool”, “MFFCIT”, or MFFCIP.”
- 1.15 **Board of Trustees** means the Board of Trustees as appointed according to Section 3.1 of this Agreement, acting in their role as Trustees of the Trust and manager of the Pool as defined herein.
- 1.16 **Trust Fund** means the total amount of cash and other property held in the Trust under this Agreement.
- 1.17 **Trustee** means the members of the Board of Trustees and their successors as provided by this Agreement.

ARTICLE II ESTABLISHMENT OF THE POOL AND TRUST

- 2.1 **Pool Established.** The Members do hereby establish a pool as defined under Missouri Statute for the provision of benefits as defined in RSMO 320.400, with funds for said Pool to be held in trust as defined in this Agreement, and the Pool to be managed by the Board of Trustees of said established trust.
- 2.2 **Trust Established.** The Members hereby establish with the Board of Trustees (the Board), as a funding medium for the Plan, a Trust consisting of the Trust Fund and such earnings, profits, increments, additions, contributions and appreciation thereto and thereon as may accrue from time to time.
- 2.3 **Limit of Interest - Impossibility of Diversion.** It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries covered under the Plan, except that the payment of taxes and administration expenses may be made from Trust funds as hereinafter provided. Funds of the Trust may not be transferred to any other account or fund of a Member.
- 2.4 **Board of Trustees’s Acceptance.** The Board of Trustees accepts the Trust hereby created and agrees to perform the duties hereby required of the Board of Trustees.

ARTICLE III TRUSTEES AND SUCCESSOR TRUSTEES

3.1 **Trustees.** The Trust and Pool shall be administered by the Board of Trustees of the Trust. The Board of Trustees shall be comprised of a minimum of seven (7) and a maximum of twelve (12) individual voting Trustees; provided, however, that the Board of Trustees shall be deemed duly constituted and may commence operations of the Pool and Trust upon seating of and execution of this Agreement by four (4) initial Trustees. Each Trustee must be a Participant and current employee of a Member, except as provided below.

Initial Board of Trustees: Trustees shall be appointed to the initial Board of Trustees from among the following:

- (a) One At-Large Trustee who is a Member Representative from the Missouri State Council of Fire Fighters (MSCFF);
- (b) One At-Large Trustee who is a Member Representative from the Missouri Association of Fire Chiefs (MAFC);
- (c) One At-Large Trustee who is a Member Representative from the Fire Fighters Association of Missouri (FFAM);
- (d) Advisory Trustee Dr. Sarah Janke, Director and Senior Scientist, NDRI-USA;
- (e) At least three (3) Trustees who are Member Representatives taken from the pool Members of any size or type, who are employees of the Member. There shall be one Member Representative Trustee position elected from each of the following regions: Western Missouri; Central Missouri; Eastern Missouri.

Future Board of Trustees:

- (a) At-Large” and Advisory Trustee positions shall remain as permanent Trustee positions unless removed by the subsequent amendment of this Agreement.
- (b) The number of Member Representative Trustees shall be no less than three (3) and may be increased at the discretion of the Board.
- (c) Regional designations as required for Member Representative Trustees shall remain as constituted for the initial Board of Trustees; except that if the Board of Trustees shall in their discretion expand the number of Trustee positions for Member Representatives such regional designations or districts may be expanded or reconfigured at the Discretion of the Board of Trustees.
- (d) Nominations for Trustees from the Members and representative organizations shall be made by elected governing body of the Member (i.e., district board of directors, city

council, MSCFF Board of directors) and be submitted to the Board of Trustees at such time as the Board may require.

- (e) The initial Board appointments notwithstanding, Trustees shall be elected by the members present at an Annual Meeting as provided for in this Agreement. Terms of the Trustees shall be three-year, overlapping terms or until their successors have been appointed, except that in the initial appointment of Trustees, two of them shall serve an initial term of one year, two shall serve an initial term of two years and two of them shall serve an initial term of no more than one year so as to establish the staggering of terms. The term shall begin on a January 1, and end at midnight on a December 31, except that the initial Trustees' terms shall begin upon the formation of the Pool.
- (f) A vacancy shall occur on the Board of Trustees when a Trustee (1) submits a written resignation to the Board of Trustees; (2) dies; (3) ceases to be a Participant; (4) ceases to be a Member Representative; (5) fails to attend three consecutive regular meetings of the Board of Trustees without the Board having entered upon the record its proceedings an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or (6) is convicted of a felony. Any vacancy on the Board of Trustees shall be filled by appointment of the Board for the unexpired portion of the term. Upon appointment and written acceptance thereof, a successor Trustee shall have all the title, rights, powers and privileges and duties conferred or imposed upon the initial or predecessor Trustee.

3.2 **Successor Trustees.** No successor Trustee need examine the accounts, records and acts of any previous Trustee of any allocation of the Trust assets, nor shall such successor Trustee be responsible for any act or omission to act on the part of any previous Trustee. All Trustees and their successors from time to time acting under this Agreement shall have all the rights, powers and duties of the initial Trustees named in this Agreement, unless this Agreement is amended to provide otherwise.

3.3 **Compensation.** The Trustees shall receive no compensation for their services rendered under this Agreement other than any compensation as an employee of a particular Member. The Board of Trustees may adopt policies to reimburse Trustees for actual meeting expenses and attendance at the Board of Trustees meetings and other properly incurred expenses on Trust matters.

3.4 **Chair and Officers; Sub-Committees.** The officers of the Board of Trustees shall be the chair, vice chair and secretary/treasurer. The officers shall be appointed by the Board of Trustees from among its members. Appointment of officers shall occur at the first meeting of the Trustees each year. The Board of Trustees may establish sub-committees necessary or appropriate to the exercise of its powers.

3.5 **Meetings.** The Board of Trustees shall determine the time and place of its regular meetings. Special meetings of the Board of Trustees may be called by the chair or by four (4) Trustees. The Trustees shall be provided with at least ten (10) days prior written notice designating

the time, place and agenda of a regular meeting and three (3) days prior written notice designating the time, place and agenda of any special meeting. The manner of giving notice of meetings may include, without limitation, service by electronic mail to the Trustee's e-mail address. Regular and special meetings of the Board of Trustees may be held by telephone or electronic (internet-based) conference call. Any meeting at which all Trustees are present in person, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the requirement to provide any notice.

3.6 **Proxy.** Any Trustee may duly authorize in writing another Trustee to cast a vote on one (1) or more specific matters to be voted on at a meeting, on behalf of such Trustee. Any such written authorization must specify the matter or matters and be given for a specific meeting and may not carry over to subsequent meetings.

3.7 **No Delegates.** A Trustee and/or the Trustee's Member Representative may not appoint a delegate to serve in his or her place.

3.8 **Quorum and Voting.**

- (a) To constitute a quorum at any regular or special meeting of the Board of Trustees and for any action to be valid at such meeting, there must be present in person or by proxy a majority of the seated appointed Trustees.
- (b) Valid actions at meetings at which a quorum is present require the affirmative vote of a simple majority of those Trustees present and voting, except where an absolute majority is expressly required. Each Trustee shall cast his or her vote on each matter upon which action is taken, except where abstention from voting is required because of conflict of interest.
- (c) To approve the following items, an absolute majority vote (as defined below) is required:
 - (1) Annual budget;
 - (2) Incurring any debt other than liabilities in the ordinary course of business;
 - (3) Settling any litigation involving the Plan or Trust.

An absolute majority vote is the affirmative vote of at least four (4) Trustees, unless fewer Trustees are seated. Then a majority of the seated Trustees is needed.

3.9 **Action without a Meeting.** Any action that may be taken at a meeting of the Board of Trustees may be taken without a meeting upon the written consent of a sufficient number of the Trustees otherwise required to approve such action at a meeting and shall be effective on the date of the last consent, unless two (2) or more Trustees object to taking the action without a meeting. A copy of such written consent, signed by the Trustees, shall be provided within ten (10) days of the effective date of the consent to each Trustee. Consent may be signified by a signature of the Trustee on a written consent or by an electronic means, such as an affirmative email response to a request for confirmation of favorable action on a matter, approval of a specific resolution, etc.

3.10 **Conflicts of Interest.** Trustees should avoid the appearance of impropriety. A Trustee shall exercise care that the Trustee's independent judgment in the discharge of Board of Trustees responsibilities is not impaired as a result of conflicts between the interests of the Trust and the Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates. A Trustee shall not vote or decide upon any matter relating solely to himself or herself, or matter solely relating to their Member organization, or vote in any case in which his or her individual right or claim to any benefit under the Plan is particularly involved or in which he or she otherwise has a conflict of interest. In the event that a Trustee believes that he or she has a conflict of interest, the Trustee shall disclose the conflict to the Board of Trustees and shall refrain from participating in the matter to which the conflict relates. The minutes of the meeting where the disclosure is made shall reflect the disclosure and the fact of the Trustee having abstained from participation in the matter. A Trustee shall not use confidential information acquired in the course of the performance of Board of Trustees responsibilities to further that Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates.

3.11 **Office Location and Meeting Place.** All meetings of the Board of Trustees shall be held at a place designated at least annually by the Board of Trustees, or the chair, if the Board of Trustees is unable to reach an agreement regarding a meeting location. The Trust shall have its initial principal office at The Scarborough Law Office, LLC, 130 S. 2nd Street, Odessa, Missouri, 64076. Said designated principal office may be changed at the discretion of the Board of Trustees.

3.12 **Agent for Service of Legal Process.** The designated agent for service of legal process shall be The Scarborough Law Office, 130 S. 2nd St., Odessa, Missouri, 64076, or any successor agent as the Board of Trustees shall designate.

3.13 **Rules and Regulations.** The Board of Trustees shall have the power at any regular or special meeting to adopt bylaws, rules, regulations, and policies for the administration of the Trust, and for the conduct of the affairs of the Board of Trustees. Any bylaws, rules, regulations and policies of the Board of Trustees shall be consistent with the written provisions of the Trust Agreement and shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits under the Plan.

ARTICLE IV DUTIES OF BOARD OF TRUSTEES

4.1 **Duties.** It shall be the duty of the Board of Trustees:

- (a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Board of Trustees. The Board of Trustees shall not be responsible for the calculation or collection of any contribution required to be paid by the Member to the Trust under the Plan but shall be responsible only for property actually received by it pursuant to this Agreement.

- (b) **Management of Funds.** To hold, invest, reinvest, manage, and administer (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the benefit of Participants and their Beneficiaries in accordance with the terms of this Agreement.
- (c) **Payments.** To direct payments under the Plan; provided, however, that the Board of Trustees may rely upon the directions received from the Administrator, and the Administrator hereby indemnifies the Board of Trustees from any loss, claim, damage or liability, including legal expenses, that may arise in connection with the Board of Trustees acting upon such direction.
- (d) **Appointment of Administrator.** To appoint such person, committee or entity as the Board of Trustees shall determine to serve as Administrator of the Plan, and to contract with the Administrator for provision of its services. The Board of Trustees shall have the power to terminate the appointment of the Administrator upon written notice with or without cause.
- (e) **Appointment of Committees.** To appoint or delegate as necessary such persons, committees or entities as the Board of Trustees shall determine in its sole discretion to make and advise decisions under the Plan and Trust; provided, however, that the Board of Trustees may withhold to itself all authority and decision making to itself without delegation.

ARTICLE V INVESTMENT OF TRUST ASSETS

5.1 **General Investment Power/Investment Funds.**

- (a) **Authority of Trustees.** Except as provided in Sections 5.2 and 5.3, the Board of Trustees shall have all authority and responsibility for the management, disposition and investment of the Trust Fund, and the Board of Trustees may consider the advice and directions of investment advisors if so appointed. The Board shall not issue any directions that are in violation of terms of the Plan or this Agreement, or the law governing investment of public funds as stated in the Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.
- (b) **Investment Funds.** The Trust may be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Trustees. The Board of Trustees shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the advice and input of the Administrator, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers if so utilized.

- (c) **Funding Policy.** The Board of Trustees shall have responsibility for selecting or establishing and carrying out a funding policy and method, consistent with the objectives of the Plan. The Board of Trustees shall be responsible for the proper diversification of the Trust Fund, for the prudence of any investment of Trust assets consistent with State law, for compliance with statutory limitations on the amount of investment in securities, and for assuring that any such investments meet the requirements of State law.

5.2 **Investment Managers.**

- (a) **Appointment.** The Board may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds. Each such Investment Manager shall be either (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state. The Board of Trustees shall obtain from any Investment Manager so appointed by it a written statement acknowledging (i) that such Investment Manager is or on the effective date of its appointment will become a fiduciary with respect to the Trust assets under its management; (ii) certifying that such Investment Manager has the power to manage, acquire or dispose of Trust assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (iii) certifying that it is either an investment adviser, a bank or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.
- (b) **Contractual Arrangement.** The Board shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Trustees deem appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).
- (c) **Board of Trustees's Duties.** With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Board of Trustees shall at their discretion follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets.

- (d) **Failure to Direct.** In the event that an appointed Investment Manager shall fail to provide direction the Board of Trustees with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Board of Trustees shall invest such cash only when appropriate, and in suitable fashion, to the best interest of the Trust.
- (e) **Termination of Appointment.** The Board shall have the power to terminate the appointment of an Investment Manager upon written notice with or without cause. Upon the termination of the appointment of an Investment Manager, the Trustees may (i) seek a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust assets, or (iii) invest the assets of such Investment Fund as the Trustees deem appropriate in accordance with the existing funding policy.

5.3 **Manner and Effect of Directions.**

- (a) **Delegation of Authority to Custodian.** The Custodian is delegated the authority and responsibility for receiving and carrying out the directions of the Board of Trustees, the Administrator, any Investment Manager or their designees. With respect to any assets held by a party other than Board of Trustees, the Board of Trustees is authorized and directed to delegate to the Custodian the authority and responsibility for receiving and carrying out the directions of the any Investment Manager or their designees. The Board of Trustees is authorized and directed to enter into such agreements with another Custodian as are deemed necessary or appropriate to affect such delegation.

- 5.4 **Authorization of Designee(s).** The Administrator and the Custodian may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the appropriate committee shall furnish the Board of Trustees with written documentation of the appointment and a specimen signature of each designee. The Board of Trustees shall be entitled to rely upon such documentation until the Board of Trustees is otherwise notified in writing.

ARTICLE VI POWERS OF BOARD OF TRUSTEES

- 6.1 **General Authority.** In accordance with the stated intent of the Pool, directions of the Members, and advice of any Investment Managers as provided in Article V, the Board of Trustees shall have the power to manage the Pool, and receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, to be held in trust, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter provided.

- 6.2 **Specific Powers.** In the management of the Pool and Trust, the Board of Trustees shall have the following powers in addition to the powers customarily vested in Trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon due consideration and advice to the extent applicable of any duly appointed advisors and/or Investment Managers:
- (a) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 6.3) and to retain the same in trust.
 - (b) **Disposition of Property.** To sell, exchange, transfer or otherwise dispose of any property at any time held by it.
 - (c) **Retention of Cash.** To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust.
 - (d) **Exercise of Owner's Rights.** The Members acknowledge and agree that the Board of Trustees shall have the right or power to vote proxies appurtenant to securities that it holds. The Members acknowledge and agree that the Board of Trustees shall have the power to make any review of, or consider the propriety of, holding or selling any assets held in the Trust Fund in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets.
 - (e) **Registration of Investments.** To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Board of Trustees shall at all times show that all such investments are part of the Trust.
 - (f) **Borrowing.** To the extent permitted by State law, to borrow or raise money for the purposes of the Trust in such amounts, and upon such terms and conditions, as appropriate in the best interest of the Trust; and, for any sum so borrowed, to issue its promissory note as Board of Trustees and to secure the repayment thereof by pledging all or any part of the Trust Fund to the extent permitted by State law; and no person lending money to the Board of Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.

- (g) **Purchase of Contracts.** To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any insurance, re-insurance, excess or stop loss insurance or annuity contract that the Board of Trustees determines to purchase or that is necessary or appropriate to carrying out the purposes of the Plan. The Board of Trustees shall endeavor to obtain stop loss insurance to provide coverage for payment of benefits under the Plan above specified per claim and aggregate limits, provided such stop loss coverage can be obtained at a reasonable cost as determined by the Board of Trustees.
- (h) **Execution of Instruments.** To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted.
- (i) **Settlement of Claims and Debts.** To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings.
- (j) **Establish Rules and Policies.** To establish, to the extent consistent with this Agreement and the Plan, rules and policies necessary or appropriate to the administration of the Trust or the carrying out of the powers herein granted.
- (k) **Trustee Insurance.** To purchase on behalf of the Board of Trustees, Trustees' errors and omissions insurance or similar coverage in such amounts as are recommended by a licensed insurance broker for benefit plans and a Trust of similar size and purpose.
- (l) **Risk Management.** To establish reasonable risk management policies and procedures.
- (m) **Delegation.** To delegate in writing fiduciary responsibilities or ministerial powers and duties to such officers, agents, representatives and independent contractors as determined desirable, provide such delegation does not conflict with the provisions of this Agreement or the Plan.
- (n) **Employment of Agents, Advisers and Counsel.** To employ suitable agents, actuaries, auditors, accountants, investment advisers, brokers, consultants and counsel, and to pay their reasonable expenses and compensation.
- (o) **Appointment of Custodian.** The Board of Trustees shall designate a custodian to hold Trust assets. The Board of Trustees may change the custodian upon an affirmative vote of a majority of seated Trustees.

- (p) **Statutory Provisions.** To exercise powers and carry out obligations provided for in the Revised Statutes of the State of Missouri, in matters relating to the administration of the Plan and Trust, upon such terms and conditions as it may deem in the best interest of the Trust.
- (q) **Power to do any Necessary Act.** To do all acts which it may deem necessary or proper and to exercise any and all powers under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

6.3 **Authorized Investments.**

- (a) **General Definition.** “Authorized investment” as used in this Article VI shall mean and be limited to those investments that are defined as permissible for investment of public funds in Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.
- (b) **Responsibility for Compliance.** The responsibility for determining whether any investment of Trust assets complies with the terms of this Agreement and applicable law shall lie solely with the Board of Trustees.

ARTICLE VII CONTRIBUTIONS TO THE TRUST FUND

7.1 **Member Contributions.** Subject to the limitations of this Agreement, each Member shall pay or cause to be paid contributions to the Trust at such times and in the amounts determined by the Board of Trustees as are necessary to ensure funding of the Trust is sufficient, that operation of the Trust is not hazardous to the public or Participants or which the Board of Trustees otherwise deems beneficial to protect the financial condition of the Trust. The Board of Trustees shall establish Member contributions consistent with this Agreement, the Plan and any guidelines consistent with this Agreement and the Plan as established by the Board of Trustees from time-to-time. The Trustees may, in their discretion, assess special or additional member contributions for any fiscal year if, in the discretion of the Trustees, it is in the best and necessary fiscal interests of the Trust and Pool.

7.2. **Contributions on Annual Basis; Rate Structure.** The contribution rate structure for Member contributions shall provide for contributions to be made on an annual basis. Contributions shall be sufficient to fund the projected benefits and applicable expenses for the Participants receiving benefits under the Plan.

7.3 **Failure to Make Contributions.**

- (a) If any Member fails to make its Member contribution to the Trust within thirty (30) business days after the date on which they are due, such contributions shall bear interest from the date due at the rate of return for the current Prime rate set on the

date when such contribution was first due plus one percent (1%), compounded monthly.

- (b) The Board of Trustees has the right, upon an affirmative vote of a majority of seated Trustees, with any Trustees from a Member in default excluded from the vote, should the delinquent Member not cure the delinquency within thirty (30) calendar days after the Administrator provides written notice to the Member of its delinquency, to terminate:
 - (1) such Member's participation in the Plan and Pool at the end of an additional thirty (30) calendar day notice period or the end of the Plan year of the Member's delinquency, if earlier, if such delinquency is not cured, and
 - (2) upon such termination, no claims submitted by Participants of the delinquent Member for benefits subsequent to the date of the termination, shall be paid by the Trust.
- (c) The Board of Trustees also has the right, upon an affirmative vote of a majority of seated Trustees, with any Trustees from the Member in default excluded from the vote, to notify the Participants of such delinquent Member that such Member's participation in the Plan and Pool has been or will be terminated.
- (d) Nothing herein, however, shall relieve the delinquent Member of its responsibility for benefits payable to its Participants.

7.4 **No Multi Year Debt Obligation of Public Funds.** This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. All financial obligations of a Member under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. The total of a Member's contributions for any Fiscal Year, including special or additional contributions, shall not exceed one and one half (1 ½) times the annual contribution billed for such Fiscal Year unless additional funds for payment thereof have been appropriated by the Member.

7.5 **Reports.** The Board of Trustees shall provide reports needed for purposes of administration of this Agreement and the Plan.

ARTICLE VIII PARTICIPATION, WITHDRAWAL AND OBLIGATIONS OF MEMBERS

8.1 **Participation in Trust by Members.** The initial participating Members in the Trust are as set forth on Exhibit A. Additional Members may participate in the Trust subject to the approval of the Board of Trustees, which participation shall be effective as of the beginning of the next Fiscal Year or such other date as determined by the Board of Trustees. Participation in the Trust is limited to those employers who are governmental entities as defined in RSMO 610.010 (4), participating for the purposes defined by RSMO 537.620 and of RSMO 320.400, and a Member

may participate in the Trust for such purposes. The Board of Trustees reserves the right to require a new participating Member at the time of joining the Trust to contribute to the reserves of the Trust or to make such other appropriate financial contribution as determined by the Board of Trustees. The Board of Trustees may reject requested participation by any additional Member for any reason. To participate in the Trust, a Member must properly adopt and enter into this Trust Agreement and associated bylaws, which shall be evidenced by providing to the Board of Trustees (i) a certified copy of the resolution or ordinance of the governing body of the Member approving and entering into and agreeing to be subject to, this Agreement and associated bylaws, and (ii) a signed counterpart original of this Agreement duly executed by presiding officer of the governing body or other authorized officer of the Member. An electronic copy of a signed original shall suffice. In addition, the Board of Trustees may in its discretion allow for execution of required documents via digital signature.

8.2 **Withdrawal by Member.** A Member may withdraw from participation in the entire Trust on the following terms and conditions:

- (a) Except as provided in this section, any Member which intends to withdraw from participation in the Trust must give at least ninety (90) days advance written notice to the Board of Trustees. Upon a Member's withdrawal from the Trust, any Trustees who are employees of such Member shall no longer serve as Trustees.
- (b) Upon withdrawal, the Member shall be deemed to have withdrawn from participation in the entire Trust. Upon the effective date of withdrawal, the Member's Participants shall cease to participate in the Plan, provided, that if required by law, a Participant's benefits may be extended pursuant to, if and to the extent applicable, the terms and provisions of the Plan, including those Participants who have filed a claim for or are receiving benefits under the terms of the Plan prior to the effective date of the Member's withdrawal, in which case benefits shall continue subject to the withdrawing Member's payment of required contributions.
- (c) Upon withdrawal, the Board of Trustees also has the right to notify the Participants of such withdrawing Member that such Member's participation in the Plan and Trust has ceased or will cease.
- (d) In the event of a Member's withdrawal pursuant to this section, such withdrawing Member shall have no right to any of the assets, income or reserves of the Trust at any time, nor shall such Member have any right to a refund or rebate of any of its contributions to the Trust.

8.3 **Successors and Assigns.** Upon approval of the Board of Trustees, a participating Member may transfer or assign its participation in the Trust to any successor in interest, whether by merger, consolidation, reorganization, restructuring, transfer of employees, or dissolution, creation or consolidation of Member entities or governing boards or otherwise.

8.4 **Powers of Members.** In addition to powers herein vested in the Members, the Members shall have the power to:

- (a) Amend the Agreement by a two-thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
- (b) Terminate the Plan and disburse its assets by a two-thirds (2/3) vote of all Members, pursuant to such notice and in keeping with such procedure as shall be established by the Board of Trustees. In the case of such a vote, termination of the Plan shall be pursuant to provisions of Article X.

8.5 **Meetings of the Members.** Meetings of the Members shall be held as follows:

- (a) Members shall meet at least once annually at a time and place to be set by the Board of Trustees, with notice provided to each Member at least thirty (30) days in advance electronically.
- (b) Special meetings of the Members may be called by the Board of Trustees upon its own motion and shall be called by the Board of Trustees upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- (c) The chair of the Board of Trustees shall preside at the meetings; the vice chair shall preside in the absence of the chair; and the secretary/treasurer shall preside in the absence of both the chair and vice-chair.
- (d) Thirty percent (30%) percent of the Members shall constitute a quorum to conduct business at a member meeting.
- (e) Except for action to terminate the Plan, proxy voting shall be allowed, pursuant to such procedures as the Board of Trustees may determine. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.

8.6 **Member Obligations.** In addition to the other provisions, hereof, each Member shall have the obligation to:

- (a) Pay all contributions or other payments to the Trust at such times and in such amounts as shall be established by the Board of Trustees. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board of Trustees and uniformly applied.
- (b) Designate in writing a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an employee of the Member, and may be changed from time to time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.

- (c) Allow the Board of Trustees and Administrator and their agents reasonable access to records of the Member as required for the administration of Plan and Trust.
- (d) Cooperate fully with the Board of Trustees and Administrator and their agents in matters relating to the administration of the Plan and Trust and the administration and coordination of benefits under the Plan.
- (e) Allow the Board of Trustees to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of benefits furnished through the Plan.
- (f) Comply with the benefits administration, claims handling and related policies established by the Board of Trustees.

ARTICLE IX ADMINISTRATION

9.1 Accounting.

- (a) **Books and Records.** The Administrator generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Administrator and the Board of Trustees. The Trust shall account for contributions made for any benefits as may be offered by the Pool pursuant to RSMO 320.400, but separate audits or financial statements are not required. All books and records relating thereto shall be open to inspection and audit at all reasonable times by any person or persons designated by the Administrator or the Members. The Board of Trustees shall promptly provide copies of such books or records to any persons designated by the Administrator.
- (b) **Accounting.** Following the close of each Plan year of the Plan, or more frequently as the Board of Trustees and the Administrator may agree, the Board of Trustees, with the assistance of the Administrator, shall cause to be prepared a written statement setting forth all investments, receipts, disbursements and other transactions effected during such year or during the period beginning as of the close of the last preceding year. Except as may be required by statute or by regulations published by State or federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by a majority of the Members, no person shall have the right to demand or to be entitled to any further or different accounting by the Board of Trustees.
- (c) **Release.** Except with regard to claims of breach of fiduciary duty, upon the expiration of 90 days from the date of presentation to the Members of such annual

or other statement, the Board of Trustees shall forever be released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which, within such 90-day period, a Member whose interest is affected by such act or transaction shall file with the Board of Trustees its written disapproval. In the event such a disapproval is filed, and unless the matter is compromised by agreement of the Board of Trustees, the Board of Trustees shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication. The applicable statutes of limitation shall be available to the Board of Trustees in the event of a claim of breach of fiduciary duty.

- (d) **Valuations.** The Board of Trustees shall designate a party to be responsible for valuations of assets of the Trust for which prices are not readily available on a nationally recognized securities exchange.
- (e) **Reliance on Administrator.** The Board of Trustees shall be entitled to rely on the Administrator and any Custodian, other than Board of Trustees, for the maintenance and provision of all records specified in this Section.

- 9.2 **Expenses.** The expenses incurred by the Board of Trustees in the performance of its duties hereunder, including fees for legal and other services rendered and all other proper charges and disbursements of the Board of Trustees, including taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Fund, shall be paid by the Board of Trustees from the Trust Fund, and the same shall constitute a charge upon the Trust Fund. To the extent the Member pays any expenses that are properly payable from the Trust Fund, the Board of Trustees shall reimburse the Member that has made payment from the Trust Fund if requested to do so by the Member.

ARTICLE X AMENDMENT OF TRUST; TERMINATION OF PLAN

10.1 **Amendment of Trust.**

- (a) **Right to Amend.** The Members may amend this Agreement at any time or from time to time by the affirmative vote of two-thirds (2/3) of all Members, and any such amendment by its terms may be retroactive. An amendment shall require compliance with the terms of Section 8.4(a). An adopted amendment shall become effective upon the date specified in the ballot approved by the Members, without necessity of further written consent or signatures by the Members. Upon adoption of any amendment, the Board of Trustees shall cause a current copy of this Agreement to be sent to each Member.

- (b) **Exclusive Benefit.** Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any assets of the Trust Fund, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants or Beneficiaries.
- 10.2 **Termination of Plan.** The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Board of Trustees and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Board of Trustees has not received instructions to the contrary, the Board of Trustees shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Board of Trustees shall not be required to make any distribution until the Board of Trustees is reasonably satisfied that adequate provision has been made for the payment of all taxes, if any, which may be due and owing by the Plan and the Trust; and provided, further, that in no event shall any distribution be made by the Board of Trustees until the Board of Trustees is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.
- 10.3 **Final Accounting.** At such time as the Trust is terminated, the Board of Trustees shall render a final accounting of the affairs of the Trust to each participating Member, and thereafter there shall be no claim or action against the Board of Trustees or any Trustee, and they shall have no further responsibilities or duties and shall be discharged.

ARTICLE XI MISCELLANEOUS

- 11.1 **Nonalienation of Benefits.** Neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of a Participant, or Beneficiary or to any legal process by any creditor of such Participant, or Beneficiary; and neither a Participant nor any Beneficiary shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.
- 11.2 **Benefit.** Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the benefit of Participants and Beneficiaries or the payment of expenses as herein provided.
- 11.3 **Effect of Plan.** The Board of Trustees is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Board

of Trustees any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan, and the terms of this Agreement shall control over any inconsistent terms of the Plan not contrary to State law.

11.4 **Dispute Resolution.**

- (a) Disputes arising in relation to benefits under the Plan shall be resolved in accordance with the procedures established in the Plan.
- (b) The parties to this Agreement (each, a “party”) are mutually committed to collaborative problem solving for resolving issues that may arise among or between them concerning this Agreement. In the event of a dispute, the complaining party may notify the other party of the dispute in writing and each party to the dispute will each appoint a representative to negotiate in good faith to resolve the dispute. These negotiations between representatives of the parties shall continue until the earliest of: (a) the time the dispute has been resolved; (b) the designated representatives have concluded that continued negotiation does not appear likely to resolve the dispute; or (c) sixty (60) days from the date of written notice of the dispute. If the dispute is not resolved through direct negotiations, the parties may, with the consent of all parties, attempt to settle any dispute arising out of or related to this Agreement through mediation. Unless otherwise agreed by the parties, mediation shall proceed as follows: The parties may agree on a mediator. If they are unable to agree on a mediator within sixty (60) days of the agreement to mediate, the parties shall contact an agreed upon dispute resolution organization or service and shall use its selection process to select a mediator. Each party shall bear its own costs of the mediation and the parties shall share the costs of the mediator. The mediation shall be scheduled within ninety (90) days of the agreement to mediate. If the direct negotiation process is unsuccessful and the parties do not consent to mediation or the agreed-upon mediation process does not successfully resolve the dispute within ninety (90) days of the agreement to mediate, the parties shall be entitled to pursue any other remedy allowed by law or this Agreement. However, no party shall pursue such a remedy without first exhausting the direct negotiation process.

11.5 **Entire Agreement.** This Agreement, Trust Agreement, and all exhibits and amendments attached hereto, together with Bylaws and Articles of Incorporation, constitutes the entire understanding and agreement between the parties with regard to the subject matter hereof, shall serve as an intergovernmental agreement between the members, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

11.6 **Approval of the Members.** The Members shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Board of Trustees.

- 11.7 **Liability for Predecessor or Successor.** No successor Trustee hereunder in any way shall be liable or responsible for any actions or omissions of any prior Trustee in the administration of the Trust or the Trust Fund prior to the date such successor Trustee assumes its obligations hereunder, nor shall any prior Trustee in any way be liable or responsible for any actions or omissions of any successor Trustee.
- 11.8 **Liability for Acts of Others.** No Trustee shall be liable for the acts or omissions of a Member, the Custodian, the Administrator, or any Investment Manager except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.
- 11.9 **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Trust, the Board of Trustees, the individual Trustees, or the Members, of governmental immunity or of the sovereign immunity of the State of Missouri or its instrumentalities or any provision of the Constitution of the State of Missouri, the Revised Statutes of the State of Missouri, including but not limited to RSMO Chapter 537.
- 11.10 **Controlling Law.** This Agreement shall be construed according to the laws of the State of Missouri.
- 11.11 **Effective Date.** This Agreement shall be effective on and after October 1, 2021. Any amendment to this Agreement shall become effective upon the date specified in the ballot approved by the Members to adopt such amendment.
- 11.12 **Execution in Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Member has taken appropriate legislative action approving this Agreement, and caused this Agreement to be signed by its duly authorized officers or representatives as of the day set forth its signature.

EXHIBIT A

MEMBER

Entity: _____

Sign: _____

Print: _____

Title: _____

Attest:

Sign: _____

Print: _____

Title: _____

Date of Member Adoption of Agreement:

Date: _____