

Final Draft for Approval 8/9/2016

**City of Arnold, Missouri
Police Department**

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**Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15
Police Officers and Corporals**



**Collective Bargaining Agreement
2016 – 2019**

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Article 1 – Recognition and Lodge Security

Section 1. Recognition

To the extent authorized by law, through this Collective Bargaining Agreement (hereinafter the “Agreement”) the City of Arnold (hereinafter the “City”) and the Police Department of the City of Arnold, MO (hereinafter the “Department”) recognize and acknowledge the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 (hereinafter the “Lodge”) as the exclusive representative for full time, non-probationary, police officers and corporals employed by the Department (hereinafter “Bargaining Unit Members” or “Members”), for the purpose of collective bargaining under Article 1, Section 29 of the Missouri Constitution. No provision of this Agreement shall be applicable to probationary employees, in their initial probationary period, unless specifically designated as such. Once a Member has completed their initial probationary period, the Member will be afforded any and all benefits of this Agreement.

The City and the Department shall not contract with or make any agreement with any individual or group of the Bargaining Unit Members in matters of pay, hours of work, or other terms and conditions of employment unless such has been agreed to in writing in advance by the Lodge.

Section 2. Union Security

The City will not discharge or discriminate against Members of the Lodge because of Membership in the Lodge or because of lawful Lodge activities.

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

Section 3. Officer Election

The Lodge shall have the right to elect officers and designate executive board Members, chapter representatives (stewards), and alternates in accordance with its Constitution and By-Laws. Such persons shall have reasonable on-duty time to assist in the administration of this Agreement and meet and communicate with Lodge Members, provided such representation does not interfere with the operations of the Department.

Article 2 - Lodge Status and Rights

Section 1. Right of Organization

Bargaining Unit Members shall have the right to join, or decline to join, and participate in the Lodge.

Section 2. Right of Representation

Bargaining Unit Members shall have the right to be collectively represented by the Lodge with the City in the determination of their terms and conditions of employment, and in the administration of grievances filed under this Agreement.

Section 3. Dues Deduction

Any Bargaining Unit Member who is not a member of the Lodge shall pay the Lodge a service fee as a contribution toward the administration of this Agreement, subject to the provisions set forth below. The City shall have no involvement in collection of the service fee and no collection actions shall be taken on City premises. The Lodge shall indemnify the City and its employees and agents from and against, and pay for, any and all claims, demands and lawsuits in any way arising out of, based upon, or relating to the deduction of any such service fees to comply with the terms of this Section. In addition, the Lodge shall reimburse the City and such employees and agents for any and all costs and reasonable attorneys' fees incurred to defend and respond to any such claim or lawsuit.

The amount of the monthly service fee shall be based on the cost to finance collective bargaining, contract administration and grievance administration, including all costs germane to such activities (but excluding contributions to support political candidates or lobbying efforts in Missouri or nationally), divided by the number of Bargaining Unit Members, and then divided by twelve (12); but in no case shall the monthly service fee exceed the cost for monthly Lodge dues. The service fee shall be assessed in the then current contract year for all allowable costs accrued in the immediately preceding year. The Lodge shall mail all non-members a notice of the amount of the service fee by July 1 of the then current contract year. The service fee shall be pro-rated for part-time employees, if any, and for new employees based on their hire date.

Any Bargaining Unit Member who is a member of and adheres to established tenets or teachings of a bona fide religion, religious body, or religious sect that has historically held conscientious objections to supporting labor organizations, or who otherwise has a bona fide and good faith religious objection to supporting a labor organization, shall not be required to pay a service fee to the Lodge under this Section; except that in lieu thereof the Bargaining Unit Member shall be required to pay a monthly payment to a not for profit, non-religious, non-labor organization designated by the Lodge in good faith, after consultation with the Bargaining Unit Member. The Bargaining Unit Member shall submit such a claim to the Lodge in writing and provide sufficient written documentation, declarations, and other information to support the claim.

Section 4. Lodge Business

With prior approval of the Chief, Bargaining Unit Members shall be paid at their regular scheduled rate for attending meetings with the City, which occur during their shift.

Section 5. Bulletin Board

The City agrees to furnish space suitable for a Bulletin Board. This bulletin board is for use by the Bargaining Unit Members only.

Section 6. Use of Intra-Departmental Mail and E-Mail System

The Lodge shall be permitted to utilize the intra-departmental mail system and e-mail system for the purpose of providing information to Members pertaining to Lodge business or bargaining unit representation. The Lodge agrees that the use of these systems will be performed off duty and will be reasonable and limited to providing information that is necessary for the normal

conduct of Lodge business or bargaining unit representation. The Lodge also agrees and understands that with respect to the City's e-mail system, there shall be no reasonable expectation of privacy and that all e-mail is subject to monitoring by the City. The Lodge also understands that e-mail may be a public record subject to disclosure in the same manner as other records of the City, pursuant to applicable law. The use of ITI/desk book is excluded from this provision.

Article 3 - Management Rights

- A. Nothing in this Agreement is to be interpreted as constituting a waiver by the City or the Department of any right or responsibility granted by law; therefore, the City and the Department, hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the law and the Constitutions of the State of Missouri and the United States including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the City and Department and their properties and facilities;
 2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal;
 3. To determine overall goals and objectives as well as the policies affecting the police department;
 4. To determine the services, supplies, and equipment necessary to continue operations and to determine the methods and processes of carrying on the work;
 5. To adopt reasonable rules and regulations;
 6. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
 7. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
 8. To direct the working forces, including the right to hire, promote, discipline, transfer, and determine the size of the workforce.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the City or the Department and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the City and/or Department except as limited by the specific terms of this Agreement.
- C. The Lodge will attempt to resolve any issue involving the Department by discussion with the Chief before making any public statement or involving any personnel outside the Department. It is the intent of both parties that recognition of the Lodge will facilitate the resolution of issues that may arise within the Department in a prompt and amicable manner. The Lodge agrees that in the event of any dispute or difference it may have with the Department or any Member of management during the term of this Agreement, the Lodge shall attempt to resolve the matter through the grievance procedure set forth herein.

Article 4 – Clothing and Equipment

Section 1. Personal Uniforms, Equipment, and Duty Gear

The City shall furnish, at its expense, uniforms and equipment required of employees or necessary for the safe and efficient performance of job duties, as detailed in the Department General Orders. Bargaining Unit Members assigned to the Detective Bureau shall be provided a clothing allowance, in the amount of seven hundred fifty dollars (\$750) annually.

Section 2. Replacements

The City shall pay for the replacement of Department issued items if the item is still deemed necessary, when no longer serviceable except due to negligence or abuse.

At the Chief's discretion, the City shall pay for the replacement or repair of personal items or equipment, that enhance the Bargaining Unit Member's abilities to perform their duties, purchased by the Bargaining Unit Member, when they become damaged or destroyed on duty. This provision includes, but is not limited to, professional attire (i.e. suits, sport coats, dress shirts, slacks, dress, skirts, footwear, etc.) that the Bargaining Unit Member is required to maintain due to their assigned position. Bargaining Unit Members shall be required to furnish receipts prior to payment by the City.

Section 3. Uniform Maintenance

The City agrees that Bargaining Unit Members shall be allowed to take their uniforms, or their plain clothes business attire if currently assigned to the detective bureau, to a professional cleaner of the City's choice, for the purpose of cleaning and maintenance. The City will pay for this service.

Article 5 - Hours of Work

For the purposes of this Agreement, a workday shall be the twenty-four hour period beginning at 12:00 Midnight. The normal workday schedule may consist of eight (8) or twelve (12) hour shifts. The regular workweek shall begin at 12:01 am on Saturday ending the following Friday at 12:00 Midnight. The following is the normal scheduled workday for the Bargaining Unit not detached to another agency:

Bureau: 8-hour shift as scheduled by the Chief of Police.

School Resource Officer: 8-hour shift as scheduled by the Chief of Police.

Patrol: 12-hour shift as scheduled by the Chief of Police.

Business Resource Officer: 12-hour shift as scheduled by the Chief of Police.

Any officers detached to another agency will follow their respective schedules.

If at any time, in the sole discretion of the City, it is determined that civil or public health emergency conditions exist, including but not limited to civil disorders, strikes, tornado conditions, floods, infectious disease outbreaks, or other similar catastrophes, the provisions of this Article may be suspended by the City during the time of the declared emergency, provided that wage and monetary fringe benefits shall not be suspended. The City shall make reasonable efforts to return to normal hours of work as soon as possible after the civil emergency or public health emergency is declared to be over by the City.

Article 6 - Work Assignments

Section 1. Shift Preference

All Members assigned to uniform patrol shall be assigned their respective platoon assignments biennially by the Chief of Police. If a shift assignment change is proposed by the Department at a time other than the biennial assignments, Members whose schedules will be affected shall be notified thirty (30) calendar days before the effective date of the change. Members will have the opportunity to discuss any objections with the proposed change with the Chief at least fourteen (14) calendar days prior to the change. Voluntary shift assignment changes may occur at any time provided consent of the affected Member.

If, in the sole discretion of the Chief, a shift assignment change must be made to ensure manpower coverage or employee health, safety, or welfare, the Members affected shall be notified as soon as possible. The Member(s) shall discuss any objections with the Chief prior to the change, but the Chief's decision to change shift assignments for manpower or employee wellbeing shall be final.

Shift assignments may be changed temporarily by order of the Chief, if it is determined that civil or public health, exigent, emergency conditions exist, including but not limited to civil disorders, strikes, tornado conditions, floods, infectious disease outbreaks, or other similar catastrophes, provided that wage and monetary fringe benefits shall not be suspended. The City shall make reasonable efforts to return to normal shift assignments as soon as possible after the civil emergency or public health emergency is declared to be over by the City.

Section 2. Modified Duty Assignments

Temporary limited duty assignments, when available, are for officers and other eligible personnel in the Department who, because of injury, illness or disability, are temporarily unable to perform their regular assignments, but are capable of performing alternate duty assignments. Use of temporary limited duty can provide Members with an opportunity to remain productive while convalescing and provides a work option for Members who may otherwise risk the health and safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of the Arnold Police Department that eligible personnel are given a reasonable opportunity to work in temporary limited duty assignments consistent with the needs of and in the sole discretion of the Department.

Definitions:

Eligible Personnel - Any full time sworn Members of this Department who are suffering from a medically certified illness, injury or disability requiring treatment of a licensed health care provider and who, because of this, is temporarily unable to perform their regular duty assignment, but who is capable of performing alternate assignments.

General Provisions:

- A. Temporary limited duty positions are limited in number and variety. Therefore, Members injured or otherwise disabled in the line of duty shall be given preference in the assignment to limited duty.

- B. Assignments may be changed at any time, if deemed in the best interest of the Member or the Department.
- C. This policy in no way affects the privileges of Members under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state laws.
- D. Assignment to temporary limited duty shall not affect a Member's seniority, pay classification, pay increases, promotions, or retirement benefits.
- E. No specific position in this Department shall be established for use as a temporary limited duty assignment, nor shall any existing position be designated or utilized exclusively for Members on temporary limited duty.
- F. Depending upon the nature and extent of the disability, an officer on temporary limited duty may be prohibited or restricted from wearing Department uniforms, carrying a service weapon or otherwise limited in employing police powers as determined by the Chief of Police or his designee.

Temporary Limited Duty Assignments

Temporary limited duty assignments may be drawn from a variety of technical and administrative areas. These include but are not limited to:

- A. Administrative functions (e.g. report review, special projects)
- B. Clerical functions (e.g. filing, compiling statistics)
- C. Desk assignments (e.g. records, property, dispatch, investigations)
- D. Report taking (e.g. telephone and walk-in reports)

Decisions on temporary limited duty shall be based upon the availability of an appropriate assignment given the applicant's knowledge, skill and abilities, and the physical limitations imposed on the Member.

Every effort shall be made to assign officers to positions consistent with their rank and pay classifications. However, where appropriate, personnel may be assigned to positions designated for personnel of lower rank or pay classification.

Officers working these assignments shall:

- A. Answer to the supervisor of the unit or division to which they are assigned with regard to work responsibilities and performance.
- B. Retain the pay classification and related benefits of the position held prior to being on temporary limited duty.

Requests for Temporary Limited Duty

- A. A Member who is temporarily disabled for purposes of this provision may submit a written Memorandum via the chain of command to the Chief of Police requesting to be placed in a temporary limited duty assignment.
- B. The Memorandum must be accompanied by a physician's statement to support the requested reassignment, and must be signed either by the treating physician or other licensed health care provider. The statement must include an assessment of the general nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgment by the health care provider of familiarity with the limited duty assignment and the fact that the Member can assume the duties involved.

The above information will be evaluated to determine if the Member would be able to perform a temporary limited duty assignment. If the Chief of Police or his designee determines that the Department cannot accommodate the Member's temporary medical restriction(s), the Member will be required to utilize leave in a paid status, or request a leave of absence without pay. Such time in a paid status shall consist of sick leave, vacation or other accumulated leave benefits.

Assignment to Temporary Limited Duty

- A. Upon approval of limited duty status by the Chief of Police, the Member's supervisor shall coordinate the Member's placement into a limited duty position.
- B. While assigned to temporary limited duty, the Member shall keep his/her supervisor updated on their condition by submitting periodic statements from his/her physician as may be required by the Department.
- C. Temporary limited duty assignments may be authorized for up to twelve (12) calendar weeks. Limited duty assignments for more than twelve (12) calendar weeks must be reevaluated and approved by the Chief of Police. The status of the Member will be determined through applicable ordinances, worker's compensation rules, and the ability of the Member to perform the essential job functions as listed in their job description and if limited duty positions are available.

Return to Full Duty

In order to return to full duty, the Member must present a written physician's statement to the Chief of Police. A copy of the statement will be placed in the Member's personnel file. The physician's statement shall indicate that the Member is able to return to full duty based upon the essential job functions as listed in their job description. The Chief may request a supplemental examination by a physician of the City's choosing prior to returning the Member to full duty. The returning Member will be reassigned to their previously held job assignment.

Article 7 - Discipline

Section 1. Time Constraints

Absent unusual circumstances, discipline imposed as a result of other than an Internal Affairs Investigation or Shooting Team Investigation, shall be imposed within six (6) months after the incident giving rise to the discipline occurs or becomes known to a command staff officer or it shall be considered dropped. If unusual circumstances arise the Lodge shall be notified in writing immediately.

Section 2. Just Cause

Members shall be disciplined or discharged only for just cause. Discipline for just cause shall include, but not be limited to specific violations of City ordinances, Personnel Policies and Procedures, Departmental Rules and Regulations, General or Special Orders, and State and Federal Law.

Section 3. Suspensions and Administrative Leave

A suspension will be based on hours worked, and only implemented upon just cause. Administrative leave will be paid leave.

Section 4. Progressive Discipline System

Following is the standard progressive discipline system to be followed by the Department. Every disciplinary action shall be evaluated on its own merit and the level of discipline will be based on the severity of the infraction. Under no circumstances will there be discipline initiated without the aforementioned just cause, and the notification procedure in Article 8 of this Agreement must be followed.

- A. Verbal Admonishment/ Counseling Form: formal verbal reprimand by the supervisor or other administrative personnel

A notification that a reprimand was given shall be placed in the Member's personnel file. The Member may provide a rebuttal within seven (7) days to be attached to the notation in the personnel file. A verbal reprimand disciplinary action shall be considered void after twelve (12) months and invalid to progress to the next step for a subsequent like offense.

- B. Written Reprimand: formal written reprimand by the supervisor/Department head

All written reprimands will be signed by the Member in acknowledgment of receipt and placed in the Member's personnel file. The Member will be given a copy of the document. The Member may provide a rebuttal within seven (7) days to be attached to the written reprimand and placed in the Member's personnel file.

- C. Suspension without Pay: the ordered absence from duty without pay for a specific period.

A signed letter of just cause will be given to the Member as soon as possible, but in no case later than the beginning of the regular workday on which the suspension is scheduled to begin, stating the reason for the suspension and its duration. A copy shall be made part of the Member's personnel file. A Member suspended without pay may choose to use previously accrued vacation or holiday time to cover the duration of the suspension.

- D. Involuntary Demotion: reassignment from Member's current position to one of a lower starting pay and lower responsibility level.

This may occur when the Member has demonstrated an inability to perform the job duties and carry the responsibilities required of his/her position. A letter of cause will be given to the Member stating the reason for the demotion and the effective date. The letter of cause will be made a part of the Member's personnel file.

- E. Dismissal: involuntary release of a Member from City service.

Dismissal will be reserved for only extreme situations.

Section 5.

Any and all appeals, for the purpose of Bargaining Unit Members, will be handled as outlined in Article 9 of this Agreement.

Article 8 - Internal Investigation Procedures

The Chief of Police or his designee may initiate and conduct investigations of a Bargaining Unit Member. Any investigation shall be conducted as provided in the Department General Orders, as those General Orders are written on the date this Agreement is executed.

Article 9 - Grievance Procedure

Section 1. Procedure

With the exception of grievances regarding the terms of this Agreement, the grievance procedure shall be conducted as provided in the Department General Orders, as those General Orders are written on the date this Agreement is executed.

Section 2. Lodge Grievances

The Lodge may initiate any grievance involving the prospective interpretation or application of this Agreement directly to the Chief of Police. The Lodge or the Chief may request a meeting to discuss the grievance. The Chief will provide the Lodge with a written response to the grievance within ten (10) days of the meeting or within ten (10) days of the submission of the grievance if no meeting was held. If the Lodge is dissatisfied with the determination of Chief of Police, the City agrees to proceed to mediation with the Lodge regarding the grievance unless both the City and the Lodge believe that mediation is inappropriate. Both the City and the Lodge would split the costs of mediation, and the choice of mediator must be mutually agreeable upon. If the grievance is not adequately resolved by the parties in mediation, the City agrees to expedite the determination

of the issue through the filing of a joint action for declaratory judgment in the Circuit Court of Jefferson County. Each party shall bear its own cost of litigation regarding any joint action and the City is not obligated to initiate any such action.

Article 10 - Legal Representation

Section 1. Civil Action

The City agrees to provide, at its expense, legal counsel to Bargaining Unit Members in connection with any civil action brought against them arising out of the performance of their duties, to the extent such action is covered by the City's insurance provider.

Section 2. Grievances

Neither the City nor the Lodge shall be required to provide Bargaining Unit Members with an attorney when Bargaining Unit Members are charged with an alleged violation of the Agreement or for any grievances filed by Bargaining Unit Members against the City alleging a violation of this Agreement or any other terms and conditions of employment.

Article 11 - Leave

Section 1. General

Bargaining Unit Members shall receive vacation leave credit based upon length of a Member's continuous service, including initial probationary period. Continuous service shall not be disrupted by suspension, military leave, or any other non-permanent absence. Temporary employees are not eligible for vacation leave.

Section 2. Schedule of Vacation Accrual

Full time Bargaining Unit Members accrue annual paid vacation leave credit in accordance with the following schedule:

- Upon employment: eighty (80) hours
- 5 years of continuous service: one hundred twenty (120) hours
- 15 years of continuous service: one hundred sixty (160) hours

In January of every year, up to eighty (80) hours of accrued vacation time may be sold back to the City at the Member's current rate of pay provided the Member has used at least forty (40) hours of vacation time in the preceding calendar year. This is strictly voluntary.

Section 3. Accumulation of Vacation Leave

For Bargaining Unit Members working a twelve (12) hour shift, eight (8) hours of vacation will serve as a full day off of twelve (12) hours.

Section 4. Vacation Scheduling

- A. Vacations will be scheduled utilizing the chain of command to notify the Chief or his/her designee of the vacation schedule desired. The Chief shall schedule vacations so as not to unduly interfere with the operations of the Department and will not unreasonably deny vacation requests.
- B. When there is a conflict between requests, and the approval of both requests would unduly interfere with the operation of the Department, seniority (or time in grade for detective bureau Members) shall prevail. Vacations shall be scheduled in accordance with the policy and procedures manual. Requests for vacation with less than seventy-two hours (72) hours' notice may be approved by the Chief or his designee, permitting there are no exigent circumstance and sufficient manpower exists. This approval shall not be unreasonably withheld.
- C. No Member will be required to change his/her scheduled vacation or accumulated holiday due to a senior employee transferring to the shift. The employee being transferred will retain all remaining vacation time as previously selected on their original shift.
- D. Vacation may be used as soon as it is accrued.

Section 5. Training Days

To keep in compliance with the Fair Labor Standards Act, the City agrees that Members assigned to the Patrol Division (12 hour shifts) shall accrue additional vacation at a rate of three and one-third (3 1/3) hours per month. Accordingly, Members will accrue forty (40) hours of vacation per calendar year in addition to the vacation accrual schedule outlined in Article 11, Section 2. The additional hours shall be scheduled in accordance with Article 11, Section 4. In the event a Member is transferred to another division or assigned to a shift other than twelve (12) hour shifts, the Member shall keep all previously accrued vacation and accrue any additional vacation as outlined in Article 11, Section 2.

Section 6. Compensatory Time

- A. All Members will be able to accumulate up to seventy-two (72) hours of compensatory time.
- B. Requests to use compensatory time with less than seventy-two hours (72) hours' notice may be approved by the Chief or his designee, permitting there are no exigent circumstance and sufficient manpower exists. This approval shall not be unreasonably withheld.

Section 7. Personal Time

- A. Bargaining Unit Members shall receive eight (8) hours of personal time that shall be used during the calendar year. As with vacation time, eight (8) hours of personal time shall constitute a full day off. Personal time is accrued in January and is not pro-rated for newly hired Members.

- B. Personal time shall be scheduled in accordance with the policy and procedures manual. Requests to use personal time with less than seventy-two hours (72) hours' notice may be approved by the Chief or his designee, permitting there are no exigent circumstance and sufficient manpower exists. This approval shall not be unreasonably withheld.
- C. After a Member reaches their ten (10) year service anniversary they will accrue an additional thirty-two (32) hours of personal time, for a total of forty (40) hours, that shall be used during the calendar year. This additional personal time is accrued in January and is not pro-rated upon reaching the ten (10) year service anniversary date.

Section 8. Holiday Time

- A. The following days are designated as legal holidays by the City Council. A Member may supplement his/her days off using accrued vacation, compensatory time, or other holiday hours subject to the scheduling of time off as provided by Article 11.
 - Martin Luther King Day
 - President's Day
 - Good Friday ½ day
 - Truman's Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve ½ day
 - Christmas Day
 - New Year's Eve ½ day
 - New Year's Day
- B. Each Member required to work on one of the aforementioned holidays, shall be compensated an additional four (4) or eight (8) hours of holiday pay, whichever is appropriate. Any Member assigned to the Detective Bureau, may be allowed to take the holiday off in-lieu of the additional four (4) or eight (8) hours holiday pay, whichever is appropriate.
- C. Each Member whose regularly scheduled day off is a holiday shall be compensated on his/her regularly scheduled day off with eight (8) hours of pay.
- D. If the City adds any holidays for its other employees, either on a continuing basis or for a special event, the added holiday shall be deemed to be a holiday under this Agreement.
- E. Members separated from employment for any reason including death shall be paid their current regular rate for all holiday hours that have been earned, but not used.

Section 9. Bereavement Leave

Any Member wishing to use bereavement leave should contact his or her supervisor immediately. All Members covered by this Agreement will be permitted to use funeral leave for a maximum of three (3) shifts following the death of the Member's Spouse, Child, Step-Child, Parent, Step-Parent, Brother, Sister, Step-Brother, Step-Sister, Grandparent, Grandchild, Mother-in-law, Father-in-law,

Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Aunt, Uncle, Niece, Nephew, or Non-married significant other. All Members covered by this Agreement will be permitted to use any accrued leave time for a maximum of two (2) weeks immediately following the death of the Member's spouse, child, or step child. The Chief or his designee may approve any additional bereavement leave not covered by this Section as requested by the Member.

Section 10. Sick Leave

- A. Members incurring non-duty related sickness, illness, or disability shall be entitled to sick leave with full pay. Sick leave is accumulated by Members at the rate of eight (8) hours for each calendar month, or portion thereof, from the original hire date of the employee.
- B. Bargaining Unit Members will notify the on-duty supervisor at least one (1) hour prior to the beginning of their work shift that they wish to use the sick leave, unless for good reason such notice cannot be given. The Department, or the Chief, may require any Bargaining Unit Member with three (3) or more consecutive sick days to furnish to their supervisor a medical form from a duly signed physician, dentist, or health care provider stating the general nature of the illness or injury and the approximate length of time the Member will be off work due to the illness or serious injury.
- C. "Gifting" Sick Leave: A Member may choose to "gift" sick leave to a fellow employee of the City in the event that the employee has reason for an extended leave due to illness or disability and that employee has exhausted all available time off. With the approval of the Chief, a Member may give a portion of their accumulated Sick leave, not to exceed four hundred (400) hours, to any person employed by the City. If any Member decides to exercise this option, the Member must submit a document stating their intention to "gift sick leave" to the Chief of Police, in writing.
- D. Effective with the ratification of this Agreement, Members will not be eligible for the existing sick leave buy back program.

Section 11. Workers Compensation / injury leave

All Members are entitled to injury leave in the event of a job related injury that renders the Member incapable of performing his/her normal duties. Injury leave will terminate when the Member's physician releases said Member for return to duty or on the date that Member's physician declares him/her permanently disabled.

Section 12. Military Leave

- A. Any Member that is activated for Military orders (temporary or long term activations) will be guaranteed re-employment with the Department and the Department will abide by federal law and all other applicable regulations as it relates to employment rights.

- B. Any Member that is currently under contract with the United States Military Reserve or National Guard, and required to attend monthly “drill weekends,” shall be granted paid leave for that purpose not to exceed fifteen (15) days per year. The Member must provide documentation of participation in scheduled drills to receive this compensation.
- C. Any Member activated for military service, for a period that exceeds ten (10) calendar days, and whose pay and allotment from the military is less than that of their pay earned from the City, shall be compensated for the difference. Any Member wishing to use this benefit must provide a copy of the pay and allotment statement from D.F.A.S. (Defense Finance and Accounting Service), which must be accompanied by a copy of the orders.

Section 13. Jury Leave and Court Appearance

City employees should serve jury duty whenever called upon to do so. Upon receipt of an order to report for jury duty, the Member will show the order to his/her immediate supervisor. If the Member is required to serve on jury duty during his/her regularly scheduled work day or immediately before or after his/her regularly scheduled work day, he/she shall be granted such time off from work and shall receive his/her regular pay for hours he/she would have worked during his/her regular work day. Any other remuneration received by the Member for serving as a juror shall remain the property of the employee.

Article 12 – Benefits

Section 1. Health and Welfare Benefits Coverage

The City agrees to pay one-hundred percent (100%) of the health insurance premium for full-time Members (working at least thirty-two (32) hours per week), and seventy-five percent (75%) of the monthly premium for their spouse and their dependents. The Bargaining Unit Members acknowledge that insurance rates will fluctuate. However, the City agrees that the employees' share of the health insurance premium cost will not increase more than \$600 during any fiscal year unless the City experiences a decrease in general sales tax revenue. Specifically, if the general sales tax revenue shown in the most recent CAFR is lower than the general sales tax revenue shown in the CAFR preceding it then the \$600 cap will be waived for the upcoming fiscal year. In addition, a Bargaining Unit Member, of the Lodge’s choosing, shall be included in insurance planning meetings held by the City. Plan details are available from the Finance Department.

A voluntary preventive dental and vision insurance are available for Members and their families. Monthly fees are deducted directly from a Member’s paycheck. To participate in the program, Members must enroll within two (2) weeks from the date of hire or during the annual enrollment period.

The City shall continue to provide life insurance coverage and long term disability coverage for Members as currently in effect on the effective date of this Agreement.

Section 2. Pension

A pension plan has been established for the Bargaining Unit Members and other members of the Department. The City also agrees to make an annual pension statement available to the Bargaining Unit Members. This statement should include, but is not limited to, the pension's current assets and future outlook, in accordance with Missouri State Statute. In addition, a Bargaining Unit Member, of the Lodge's choosing, shall be included in all pension review meetings held by the City. The City also agrees to furnish the Bargaining Unit Members with an annual pension statement, to include but is not limited to, the pension's current assets and future outlook, in accordance with Missouri State Statute.

Section 3. Voluntary Deferred Compensation

Bargaining Unit Members are eligible for a benefit program that offers an opportunity to save money for retirement and reduce current tax liability. The voluntary pre-tax savings plan allows employees to set aside a share of their compensation before it is subject to federal or state income tax. The contributions are automatically deducted from a Member's paycheck. The Member self-directs the investment of his or her deferred compensation funds. Members can enroll in the Deferred Compensation Plan at any time.

Section 4. Vaccinations and Boosters

If requested by the Member, the City will provide vaccinations and booster doses for Hepatitis (A and B) and Influenza. At the sole discretion of the Chief of Police, the City and/or the Department will provide vaccinations and booster doses for any other communicable diseases and blood borne pathogens in compliance with Missouri Department of Health and OSHA regulations, as necessary.

At the sole discretion of the Chief of Police, the City agrees to provide inoculation or immunization shots for a Bargaining Unit Member's family when such becomes necessary as a result of the Bargaining Unit Member's exposure to contagious diseases while in the line of duty.

Section 5. Slain Officer/Dependent Coverage

The City agrees to make six (6) months of COBRA payments on behalf of any Member who dies while still employed by the City so long as no other insurance is available to the family/dependent at the time of death. In order to receive this COBRA payment, the Member must have family or dependent insurance coverage in place and have completed all initial probationary periods at the time of death.

Article 13 – Training

The City and the Lodge agree that to have a professional police department, there are certain training requirements that must be met. The Department shall establish a training regimen to ensure a professional police department.

Article 14 – Compensation

Section 1. Salary Ranges

Compensation and salary ranges shall be set by the City Council from time to time. Employees

will receive a six percent (6%) cost of living pay increase every fiscal year unless the City experiences a decrease in general sales tax revenue. Specifically, if the general sales tax revenue shown in the most recent CAFR is lower than the general sales tax revenue shown in the CAFR preceding it then the requirement for a six percent (6%) cost of living pay increase will be waived for the upcoming fiscal year. Members will continue to receive Step increases from Step 1 to Step 9. The percentage increase from each Step to the next will remain the same as the current pay plan.

Section 2. Promotions

Promotional pay modifications shall be implemented pursuant to the City's Policy Manual, as that document exists on the date of the execution of this Agreement. Employees who are promoted to a higher grade on the City's pay scale will be placed in the same step in their new grade as they occupied in their previous grade before the promotion.

Section 3. Longevity Pay

Members will not be eligible for any type of longevity pay, including the existing program.

Article 15 – Overtime Payment

Section 1. Hours

All Bargaining Unit Members who work in excess of their regularly scheduled hours, or who work other than their regularly scheduled shift shall be compensated at the Member's option at one and one half (1.5) times their hourly rate of pay, or receive compensatory time at one and one half (1.5) times the hours worked. With exception of court time, employees on administrative leave shall not be eligible for overtime. Overtime shall be paid in fifteen (15) minute increments. Overtime shall be approved by a supervisor prior to hours worked, unless exigent circumstances exist.

Section 2. On-Call

The City may from time to time, designate certain Bargaining Unit Members for "on-call" duty, such that Members are subject to work at times designated outside their regular work hours. Those Members subject to on-call work would be subject to a rotating list of the order in which to be called, but would not be required to respond or report to work. Should a Member respond and report to work, the Member would receive compensation for two (2) hours or for actual hours worked, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate of pay, or receive compensatory time, at the Members option, at a rate of one and one half (1.5) times their hourly rate.

Section 3. Call Back Overtime

Members who are called back for unscheduled duty with less than twenty-four (24) hours' notice will receive pay for two (2) hours or for actual hours worked, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate of pay, or receive compensatory time, at the Members option, at a rate of one and one half (1.5) times their hourly rate. Members shall remain at work for a minimum of two (2) hours and perform work as assigned. Hours worked which coincide with a Member's regularly scheduled tour of duty shall not apply to this provision.

Section 4. Court Time

Members who are required to appear in court, on behalf of the City or in relation to their employment with the City, on their time off, shall receive one and one half (1.5) times their hourly rate of pay for a minimum of two (2) hours or for the number of hours the Member is actually required to be in court, whichever is greater.

Article 16 – No Strike/No Lockout

Section 1. No Strike Commitment

Neither the Lodge nor any of its officer or agents may call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slow down, unauthorized absence, picketing of the Department or City or the concerted interference with the full, faithful and proper performance of the duties of employment with the City over terms and conditions of this Agreement. Neither the Lodge nor any officer of the Lodge shall refuse to cross any picket line, by whoever established. This section does not apply to informational picketing, handbilling and other forms of protected speech designated to communicate with the public about issues of concern to the Lodge. Such picketing or handbilling as set forth herein shall be subject to the following conditions: 1) no picketing or handbilling on Department property; 2) no person shall represent him/herself as speaking as a member of or on behalf of the Department; 3) persons engaging in such activities shall be off-duty; and 4) persons engaging in such activities shall not be in police uniform of any sort.

Section 2. Performance of Duty

It is recognized that employees covered by this Agreement may be required, in the line of duty, to perform duties growing out of, or connected with, labor disputes, which may arise within the corporate limits of the City. The Lodge agrees that no disciplinary action or other action will be taken by the Lodge against any employee covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3. Resumption of Operations

In the event of actions prohibited in Section 1 of this Article, the Lodge shall immediately disavow such action and request that employees return to work, cease work slowdowns or cease all other actions prohibited in Section 1 and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officers, officials, agents and employees, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4. Discipline of Strikers

Any officer or employee who violates the provisions of Section 1 of this Article shall be subject to immediate termination. Any action taken by the Department or the City against any officer who participates in action prohibited by Section 1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure provided

by the Department or the City, except as to whether the officer or employee, in fact, participated in a prohibited action.

Section 5. No Lockout

Neither the Department nor the City shall lock out any officer or employee covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Lodge.

Article 17 – Miscellaneous Provisions

Section 1. Off-Duty Responsibility

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to duty twenty-four (24) hours per day. Any action taken by a commissioned officer on his/her time off, which would have been taken by an officer on duty, if present or available, shall be considered police action, and Bargaining Unit Members shall have all the rights and benefits concerning such action as if they were on active duty.

Section 2. General Orders

The Department will make accessible to each Bargaining Unit Member a notebook in print or electronic media that contains the City Policies, Procedures, General or Special Orders of the Department, and this Agreement. Bargaining Unit Members will further receive training in each and every item for which they will be expected to abide.

Section 3. Application of Merit Rules

The merit rules established by statute or ordinance, and which may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. Nothing in this Agreement is intended to supersede the statutes of the State of Missouri. The statutes of the State of Missouri shall control even if a specific provision of this Agreement is directly contrary.

Section 4. Body Cameras

Body camera procedures shall be conducted as provided in the Department General Orders, as those General Orders are written on the date this Agreement is executed.

Section 5. Gym/Work-out Time

Any Member assigned to a twelve (12) hour shift, may elect to utilize the City's gym or a gym of his/her choosing within the City limits for the period of one hour during his/her shift provided manpower and supervisory capacity is sufficient. The Member cannot utilize the hour of gym time for the first hour or last two (2) hours of a shift.

Section 6. Lay-offs

The City shall maintain the staffing standards for the Bargaining Unit currently in place unless

exigent financial circumstances exist. In the case of exigent financial circumstances requiring a layoff or reduction in force, Members shall be laid off by order of reverse seniority within the Department (newest employees laid off first). Members laid off shall be placed on a recall list good for one (1) year and shall be recalled from that list in the reverse layoff order.

Article 18 – Entire Agreement

This work Agreement will be considered as an addendum to the City’s Policy Manual and the Department General Orders. If a conflict exists between this Agreement and the Policy Manual or General Orders, this Agreement will prevail. However if there is no conflict the Policy Manual or the General Orders will prevail. Benefits and rights designed to be provided to all City employees, as part of the Policy Manual or otherwise, that are not specifically addressed in this Agreement shall also be conferred upon and/or apply to Bargaining Unit Members. The parties further acknowledge that during the meetings that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement. Waiver or any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

Article 19 – Saving Clause

Should any term or provision of this Agreement be in conflict with any State or Federal Statute or other applicable law or regulation binding on the City, such law or regulation shall prevail. In such event however, the remaining terms and provisions of this Agreement will continue in full force and effect.

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall then enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 20 – Duration

This Agreement shall become effective upon its execution, and shall terminate on the close of business three (3) years from the date the Agreement is signed by the City and the Lodge. Either party desiring to negotiate any modifications to this Agreement shall give notice of the same at least ninety (90) days prior to the expiration date. Failure to do so shall result in this Agreement being automatically renewed for a period of one (1) year. In the event notice of reopening is served, this Agreement shall continue in full force and effect until the parties sign a new Agreement. If negotiations for a successor Agreement conclude without the parties agreeing upon a successor Agreement, this Agreement shall terminate.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE DATE WRITTEN BELOW.

_____ City of Arnold	_____ Date	_____ Printed Name
_____ Arnold Police Department	_____ Date	_____ Printed Name
_____ Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15	_____ Date	_____ Printed Name