

CITY OF North Kansas City, MISSOURI

AND

**FRATERNAL ORDER OF POLICE
WEST CENTRAL MISSOURI REGIONAL**



LODGE # 50

2016 -2019LABOR AGREEMENT

POLICE OFFICERS BARGAINING UNIT

Table of Contents

Article I. Preamble.....	6
Article II. Recognition	6
Section 2.01 Bargaining Unit.....	6
Section 2.02 Added Classification	6
Section 2.03 Non-Discrimination	6
Article III. Management Rights	7
Section 3.01 Management Rights	7
Section 3.02 Rights & Responsibilities	7
Section 3.03 Operation of Law	8
Article IV. Lodge Rights	8
Section 4.01 Lodge Representatives	8
Section 4.02 Orientation	8
Section 4.03 Bulletin Boards	8
Section 4.04 Use of Internal Mail	8
Section 4.05 Dues Deduction	9
Section 4.06 Lodge Business	9
Section 4.07 Confidentiality.....	9
Section 4.08 Release of Information	9
Section 4.09 Request for Information Fee	9
Section 4.10 Indemnification	10
Article V. Past Practices	10
Section 5.01 Establishment of Past Practices	10
Article VI. Job Descriptions.....	10
Section 6.01 Job Descriptions	10
Article VII. Specialized Duty Assignments	10
Section 7.01 Full – Time Specialized Assignments	10
Section 7.02 Part – Time Specialized Assignments	10
Section 7.03 Vacancy Posting.....	11
Section 7.04 Bid for Special Assignment Vacancy.....	11
Section 7.05 Input and Selection for Specialized Assignments.....	11
Section 7.06 Multiple Positions	12
Personnel who hold part-time specialized assignments may bid for and hold multiple part-time specialized duty assignments, so long as no conflict exists among the positions held.....	12
Article VIII. Hours of Work.....	12
Section 8.01 Hours.....	12
Section 8.02 Shift Bidding Procedure	12
Section 8.03 Shift Transfers and Reassignments	12
Section 8.04 Meal Breaks	12
Section 8.05 Duty Trade.....	12

Article IX. Promotions	13
Section 9.01 Sergeant Promotions	13
Article X. Transitional Duty Assignments	14
Section 10.01 Duty Related Injury.....	14
Section 10.02 Non-Duty Related Medical Condition.....	14
Section 10.03 Acceptance of Transitional Duty	14
Article XI. Wages	14
Section 11.01. Regular Wages	14
Section 11.02. Merit-Based Compensation Program	15
Section 11.03. New Hires	15
Section 11.04. Specialty Incentive	15
Section 11.05. Educational Assistance.....	16
Section 11.06. Shift Differential	16
Section 11.07. Field Training Officers	16
Section 11.08. Acting Sergeant.....	16
Section 11.09. Detective On-Call Pay	16
Section 11.10. K-9 Time	16
Section 11.11. Clothing Allowance	16
Section 11.12. Court Time	17
Section 11.13. Call Back	17
Article XII. Overtime.....	17
Section 12.01 Overtime.....	17
Section 12.02 Call-Out Overtime	17
Section 12.03 Flexible Hours and Schedules	17
Section 12.04 Overtime Calculation	18
Section 12.05 No Duplicative Payment	18
Section 12.06 Overtime Assignment	18
Section 12.07 Duty-Related Phone Calls and Email	18
Section 12.08 Vacation, Holiday and Sick Time	19
Article XIII. Health and Welfare	19
Section 13.01 Health, Dental, Life Insurance Coverage	19
Article XIV. Retirement Benefits.....	19
Section 14.01 Police and Fire Pension	19
Section 14.02 Deferred Compensation Plans	19
Article XV. Holidays.....	20
Section 15.01 Recognized Holidays	20
Section 15.02 Holiday Time	20
Section 15.03 Holiday Schedule	20
ARTICLE XVI. Leaves of Absence	20
Section 16.01. Vacation Leave.....	20
Section 16.02. Sick Leave	21

Section 16.03. Bereavement Leave	23
Section 16.04. Discretionary Leave	23
Section 16.05. Military Leave	24
Section 16.06 Personal Time	25
Section 16.07 Injury Leave	25
Article XVIII. Seniority	27
Section 18.01 Seniority Definition.....	27
Section 18.02 Roster to Be Provided	27
Section 18.03 Loss of Seniority	27
Section 18.04 Rehire.....	28
Article XIX. Probation	28
Section 19.01 Probation	28
Section 19.02 Right to Return to the Bargaining Unit Following Promotion.....	28
Article XX. Reductions in Force	29
Section 20.01 Lay Off.....	29
Section 20.02 Recall List	29
Article XXI. Discipline	29
Section 21.01 Discipline	29
Section 21.02 Types of Discipline	29
Section 21.03 Non-Disciplinary Actions	30
Section 21.04 Copies of Personnel Records	30
Section 21.05 Lodge Representation.....	30
Section 21.06 Review of Internal Affairs or Disciplinary Files.....	31
Section 21.07 Written Reprimands	31
Section 21.08 Suspensions	31
Article XXII. Internal Investigations	31
Section 22.01 Administrative Investigations	31
Section 22.02 Criminal Investigations	32
Section 22.03 Outcome of Administrative Investigation	32
Article XXIII. Grievance Procedure	32
Section 23.01 Filing Grievances.....	32
Section 23.02 Resolution at Earliest Possible Step	33
Section 23.03 Waiver of Additional Process	33
Section 23.04 Filed Within 15 Days	33
Section 23.05 Step One.....	33
Section 23.06 Step Two	33
Section 23.07 Step Three	34
Section 23.08 Suspension and Discharge Grievances Filed At Step Two	34
Section 23.09 Lodge Representation.....	34
Section 23.10 Time Limits	34
Section 23.11 No Interruptions in Service	35

Article XXIV. Arbitration	35
Section 24.01 Appeal to Arbitration.....	35
Section 24.02 Selection of the Arbitrator	36
Section 24.03 Decision of the Arbitrator	36
Section 24.04 Final and Binding	37
Section 24.05 Costs Shared Equally.....	37
Article XXV. Labor Management Committee	37
Section 25.01 Labor/Management Meetings	37
Section 25.02 Labor/Management Committee Purpose.....	37
Section 25.03 Request for Meeting	38
Article XXVI. General Provisions	38
Section 26.01 Uniforms and Equipment.....	38
Section 26.02 Off-Duty Actions	39
Section 26.03 Policies to Be Available	39
Section 26.04 Outside Employment	39
Section 26.05 Release of Personal Information	39
Section 26.06 Uncompensated Work Prohibited.....	39
Section 26.07 Police Cadet Training & Certified New Hire Signing Incentive	40
Article XXVII. Training	40
Section 27.01 Pay for Training	40
Section 27.02 Meal Reimbursement	40
Section 27.03 Travel Time.....	40
Section 27.04 Hours.....	40
Article XXVIII. Complete Agreement.....	41
Section 28.01 Zipper Clause	41
Section 28.02 Complete Agreement.....	41
Section 28.03 Savings	41
Article XXIX. Term of Agreement.....	42
Section 29.01 Effective Date	42

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of North Kansas City, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with the City's Personnel Manual, with any Policies and Procedures or General Orders of the City's Police Department (hereinafter, the "Department,"), or with any other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize that the City's Personnel Manual, and the Department's Policies and other written directives will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent these written materials do not conflict with the provisions of this Agreement, they shall be enforceable.

Article II. Recognition

Section 2.01 Bargaining Unit

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn police officers below the rank of Sergeant.

Section 2.02 Added Classification

In the event any new full-time sworn job classification is added to the Department with a rank below that of Sergeant, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status,

political affiliation, political activity consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

Article III. Management Rights

Section 3.01 Management Rights

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

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, demote, discipline, and discharge employees for just cause;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;
- (h) Assign work to bargaining unit and/or civilian support personnel;
- (i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and
- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Representatives

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed two (2) officers per shift, for a total of eight (8) police officers, who shall serve as official Lodge representatives for that calendar year.

Section 4.02 Orientation

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their FTO process, be given a presentation from the Lodge. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to make its presentation.

Section 4.03 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the roll call room. The bulletin board will be for the exclusive use of the Lodge. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge.

Section 4.04 Use of Internal Mail

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.05 Dues Deduction

The City will continue to follow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to the Lodge or Lodge-affiliated accounts.

Section 4.06 Lodge Business

The City will pay full-time City employees who are on duty and who serve as Lodge representatives for time spent in labor management meetings, grievance meetings, and representing employees during investigatory interviews. All other Lodge business shall be performed on non-working time.

Section 4.07 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative of their same rank on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall, upon written request, provide to the Lodge information and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City may require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

In the event the City estimates that responding to a single information request will require the production of more than 100 pages of information that is not available in electronic format, and/or will require more than two hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 15 cents per page.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Past Practices

Section 5.01 Establishment of Past Practices

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

Article VI. Job Descriptions

Section 6.01 Job Descriptions

The Department shall maintain job descriptions for all positions within the bargaining units.

Article VII. Specialized Duty Assignments

Section 7.01 Full – Time Specialized Assignments

Full-Time specialized duty assignments may include, but shall not be limited to K-9 Officers, Detectives, Traffic Unit Officers and COPPS Unit Officers.

Section 7.02 Part – Time Specialized Assignments

Part-time assignments may include, but shall not be limited to, Special Incident Team (SIT Operators & Negotiators), Field Training Officers, Crash Team Officers, Training Instructors, and Major Case Squad.

Section 7.03 Vacancy Posting

When there is a vacancy in any specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail. The posting shall:

- a) Identify the vacant or new position by name and the rank of the position;
- b) Identify the date on which the applications for the position must be received and to whom the applications should be delivered; and
- c) Provide the entry qualifications for the position.

Section 7.04 Bid for Special Assignment Vacancy

Bargaining unit employees with three (3) years of service or more, shall submit their bid for vacant full-time positions to the Chief or his or her designee within the time prescribed in the bid posting. Once the deadline has passed, if no one with three (3) years of service or more applies for said vacancy, the vacant position will be reposted and open for those with less than three (3) years of service. Once the deadline has passed, the Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications.

All vacant positions shall be subject to an oral board panel consisting of one (1) member of the bargaining unit, selected by the Lodge with approval of the Chief, who holds or has previously held the assignment being filled, and two or more individuals selected by management. The Chief may additionally elect to administer an appropriate test or tests for certain assignments. Each bidder shall receive a copy of their testing scores and/or oral board scores. The Lodge shall receive the complete list of candidate scores upon conclusion of the vacancy bidding process. Employees shall be paid for all time in interviews and tests.

Section 7.05 Input and Selection for Specialized Assignments

The Chief, or his or her designee, shall select the most qualified bidder to fill each assignment. Where overall qualifications are substantially equal, seniority shall be used as the tiebreaker to determine which bidder will be selected. When a candidate is passed over for position as provided herein, the Chief or his or her designee, upon request of the individual candidate, shall meet with the passed over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future special assignment opportunities.

Section 7.06 Multiple Positions

Personnel who hold part-time specialized assignments may bid for and hold multiple part-time specialized duty assignments, so long as no conflict exists among the positions held.

Article VIII. Hours of Work

Section 8.01 Hours

The normal shift duration is eight (8), ten (10) hours or twelve (12) hours depending upon the assignment.

Section 8.02 Shift Bidding Procedure

Members assigned to Patrol will complete a bidding process each October, wherein:

- (a) Officers shall bid for either the day or night shift based upon their seniority.
- (b) Members who fail to bid will be placed on open shift positions.
- (c) New bid assignments will become effective the first full pay period in January following the October bid.

Section 8.03 Shift Transfers and Reassignments

Employees may submit written requests to be transferred to any open Patrol position through their chain of command. Transfers shall be subject to the approval of the Division Commander.

The Chief shall have the authority to re-assign any employee or employees to another shift for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved.

Section 8.04 Meal Breaks

The Department shall make a reasonable attempt to allow officers to receive a thirty (30) minute paid meal break for each full shift worked.

Section 8.05 Duty Trade

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval of their immediate

supervisors. Trades must occur within the same pay period. All such trades shall be purely voluntary between the employees involved, and both employees shall be paid for the hours they actually work.

Article IX. Promotions

Section 9.01 Sergeant Promotions

When the Chief determines there is a need to fill one or more Sergeant positions, he or she shall distribute a notice of the opening(s), via email, at least thirty (30) days before the position is to be filled. The email shall specify the number of positions to be filled, and the commencement date for the promotional process. Officers must have a minimum of 5 years of service with the Department as of the date of the written examination to be eligible to test for sergeant.

- (a) The promotional process may consist of a written examination, assessment center, a review of the applicant's personnel file and an interview with the Chief, with the specific elements included in the process and the weighting of each element to be determined by the Chief and published with the promotional announcement. Once published, the elements and weighting of each element to be applied to the process shall not be changed.
- (b) At the conclusion of the promotional process, the Department shall publish the results of the test with the candidates listed in rank order. Each candidate shall receive their individual scores on the respective components, and their cumulative score on the overall process. The Lodge shall also receive the list of all candidates' scores.
- (c) The Chief shall promote off the promotion list in rank order. The Chief may elect to pass over a candidate for promotion based on legitimate departmental or operational reasons. . Should this occur, the Chief shall provide the passed over officer a written notification indicating the reasons why the officer was passed over.
- (d) Each list created during a promotional process shall remain active for two (2) years following the promotion date of the initial successful candidate, or until the list is exhausted, whichever occurs first.

- (e) Candidates shall be allowed to review any positive or negative observations noted during the promotional process that are maintained and provided to the Department.
- (f) Employees shall be paid for time spent in testing or in interviews during the promotional process.

Article X. Transitional Duty Assignments

Section 10.01 Duty Related Injury

When an employee is injured in the line of duty, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified. The City will first attempt to place an injured officer in a position within the police department. If no work is available within the Department, the officer may be placed in a position within the City.

Section 10.02 Non-Duty Related Medical Condition

When an employee is unable to perform his or her regular work assignment due to a non-work related injury or non-communicable illness, the City may offer a transitional duty assignment, to the extent productive work is available. Employees with on-the-job injuries shall have preference over employees with non-work-related injuries for any such assignments.

Section 10.03 Acceptance of Transitional Duty

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

Article XI. Wages

Section 11.01. Regular Wages

Upon ratification and adoption by the City Council of this Agreement, the pay levels for each position in the bargaining unit shall be the levels listed in the pay grid in Appendix 1, attached hereto.

Section 11.02. Merit-Based Compensation Program

Pay raises for all members of the Bargaining Unit during the term of this Labor Agreement shall be determined based on the employee's current performance rating and the pay grid set out in Appendix 1. Those employees receiving a "meets" or "exceeds" expectations overall rating on their performance evaluation for the fiscal year ending September 30 of each year shall receive an increase to the next level of the pay grid. Increases will take effect the pay period that includes January 1 of the next calendar year.

Increases for calendar year 2017 will be based on the evaluations issued in 2016, and the raises will be effective the pay period that includes January 1, 2017. Initial slotting of employees, who receive a "meets or exceeds" expectations rating on their 2016 performance evaluation, shall be in the lowest pay level that results in a pay increase of at least 1.5%. Individual employees will be slotted into the levels reflected in Appendix 2, attached hereto, effective January 1, 2017.

Any employee who is at the top pay level for his or her position, shall not be paid above top level, but shall instead receive a one-time lump sum payout in lieu of a base pay increase. The lump sum shall be determined by multiplying the employee's then-current annual base pay by the cost-of-living adjustment, if any, declared by the Social Security Administration, up to a maximum of 2.75%.

Section 11.03. New Hires

New hires who are P.O.S.T. certified shall ordinarily commence at Level 1 on the pay grid. New hires who are not P.O.S.T. certified shall commence with a pay rate five percent (5%) below Level 1 on the pay grid. Upon certification, new hires will receive an increase to the full Level 1 pay rate.

New hires shall receive a 1.38% pay raise upon successful completion of their probationary period, and shall move to the next pay level above their initial starting pay level upon receiving a "meets" or "exceeds" performance evaluation rating for the fiscal year ending September 30 following the end of their probationary period. This increase will be effective for the pay period that includes January 1 of the next calendar year.

Section 11.04. Specialty Incentive

On December 31 of each year, any member who is then serving as a special incident team member (including negotiators) or a trainer, and who has served in that position for at least six consecutive months, shall receive an incentive payment in the gross amount of \$300 during the next upcoming pay period.

Section 11.05. Educational Assistance

Members, having completed their initial probationary period, may qualify for reimbursement for tuition expenses of both credit and non-credit classes, up to, and including, graduate-level courses from nationally accredited colleges, universities and graduate schools. Section 6.05, Educational Assistance Program, of the City of North Kansas City Personnel Manual, as it may be amended from time-to-time, shall govern the availability and administration of assistance received under this Section.

Section 11.06. Shift Differential

For hours worked between 7:00 p.m. and 7:00 a.m., members will receive an additional seventy-five cents (\$0.75) per hour shift differential premium.

Section 11.07. Field Training Officers

Members serving as FTO's shall receive an additional five percent (5%) of their hourly base pay as a premium for all time spent training new officers.

Section 11.08. Acting Sergeant

Members serving as Acting Sergeants shall receive an additional five percent (5%) of their hourly base pay as a premium for all time spent in this capacity.

Section 11.09. Detective On-Call Pay

For each week of on-call service, Detectives shall receive four (4) hours of paid time off, at their regular hourly rate, which must be taken during the following week. Scheduled time off is subject to supervisory approval.

Section 11.10. K-9 Time

Canine officers shall receive one (1) hour of pay per day for time spent providing care to their canine partner. This hour shall be paid at the officer's straight time rate on days off and shall be taken from the officer's regular work day on working days. It is the intent of the parties that this pay will provide full compensation for all time spent in the care, feeding, and exercising of a City canine, as required under the Fair Labor Standards Act.

Section 11.11. Clothing Allowance

Detectives shall receive a clothing allowance of four hundred and fifty dollars (\$450) per fiscal year. All purchases must be pre-authorized by the employee's supervisor.

Section 11.12. Court Time

Members who are required to attend court, as a result of the performance of their assigned duties, during non-work hours shall be compensated for a minimum of two (2) hours or actual time worked, whichever is greater, at the member's overtime rate.

Section 11.13. Call Back

Members who are called to work and who report to work during their unscheduled off duty hours will receive two (2) hours' pay or pay for actual time worked, whichever is greater, at their overtime rate. Members who are called in less than two (2) hours immediately prior to the beginning of the shift shall be paid at their overtime rate for all hours actually worked, and shall not be subject to the two (2) hour minimum, provided that the member's shift is not adjusted to avoid paying overtime.

Article XII. Overtime

Section 12.01 Overtime

Employees shall be paid at time and a half of their regular rate of pay for all hours in excess of their normal shift assignment, and for time worked on their regular day off.

Section 12.02 Call-Out Overtime

Employees, who are called out for work outside their regular schedule, shall be paid either two hours for each call-out or actual time worked at the rate of time and a half their regular rate of pay, whichever is greater.

Section 12.03 Flexible Hours and Schedules

(a) Employees on twelve-hour shifts will be scheduled for eighty four (84) hours per two week pay period. Employees will identify in advance a four-hour period during each pay period during which they wish to use four hours of unpaid time off, on a flex time basis (commonly referred to as "pay back" hours). Use of flex time off is on a conditional basis, and employees may be required to remain at work if operational conditions so require. Employees who are unable to use flex hours at their requested time shall make every effort to re-schedule the time off during the pay period. Employees who are unable to use the time off during the pay period shall be paid for any unused flex hours at their overtime rate.

(b) Employees who work overtime shall have the option to voluntarily take time off from their regularly scheduled hours during the same pay period, to offset such overtime hours worked, with the approval of their immediate supervisor. However, officers will not be required to take time off during the pay period to avoid the payment of overtime.

Section 12.04 Overtime Calculation

Premium pay will be included in determining each employee's regular hourly rate for overtime calculation purposes, consistent with the Fair Labor Standards Act.

Section 12.05 No Duplicative Payment

There shall be no duplicative payment or pyramiding of overtime for the same hours worked. "Overtime" as used herein does not include other types of premium pay such as shift differential.

Section 12.06 Overtime Assignment

Voluntary overtime shall be offered on a first-come, first-serve basis department-wide. Involuntary overtime shall be assigned to the least senior employee in the opposite days off group with the same work hours. Any employee who has been forced in within the prior seven days shall be passed over, unless all other employees in their days off group with the same work hours have been forced in as well.

The above shall not apply to special events or emergencies, wherein all employees will be subject to mandatory call out. Nothing herein shall prevent any employee from accepting available overtime on a voluntary basis.

Section 12.07 Duty-Related Phone Calls and Email

Employees who receive one or more phone calls from any Department supervisor (Sergeant, Major, or Chief), or their designee, while off-duty on any given day, which call(s) last longer than seven (7) minutes, and which concern job-related issues, shall be compensated at the overtime rate for the actual time spent on the call.

Employees shall not access work email while off duty, unless specifically instructed to do so by a Department supervisor. Employees who spend more than seven (7) minutes on work-related email on any given day while off duty shall report their time and shall be compensated at the overtime rate for actual time spent.

Section 12.08 Vacation, Holiday and Sick Time

All paid time off shall count as hours worked when determining overtime eligibility. (TA)

Article XIII. Health and Welfare

Section 13.01 Health, Dental, Life Insurance Coverage

- (a) The City shall provide Health, Dental, and Life Insurance plans. Employees covered under this Agreement shall be eligible for coverage under these plans on the same terms as apply for all other City employees.
- (b) All regular full-time employees will be provided long term disability insurance effective on the first day of the month following thirty (30) days of employment. The City will pay the cost on all eligible employees.
- (c) City Compensation Committee. The Union shall have a representative selected by the Union on the Committee. The Union's selected representative must be a full-time City employee.

Article XIV. Retirement Benefits

Section 14.01 Police and Fire Pension

In matters of retirement, duty related disability retirement, and non-duty related disability retirement, Chapter 2.64 of the City of North Kansas City Municipal Code shall be the controlling document.

Section 14.02 Deferred Compensation Plans

The City will maintain enrollment in the 457 Deferred Compensation Plan. The City shall make matching contributions up to three percent (3%) of the employees' salary, to be deposited in the 457 Deferred Compensation Plan.

The City will also maintain a Section 125 flexible benefits spending plan, and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

Article XV. Holidays

Section 15.01 Recognized Holidays

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, and any other holiday designated by the City.

Section 15.02 Holiday Time

On January 1st of each year, employees shall be given seventy-two (72) hours of holiday time to use throughout the year. Holiday time may be taken at any time throughout the year subject to approval by the officer's immediate supervisor. Any holiday time not used during the calendar year shall be forfeited.

Employees hired during the calendar year shall receive holiday hours for those holidays which have not yet occurred during the then-current calendar year, at the rate of eight (8) hours per remaining holiday.

At separation of service, employees who have taken holiday time in excess of eight times the number of holidays that have actually occurred will reimburse the City for hours advanced to them, via deduction from their final paycheck.

Section 15.03 Holiday Schedule

Employees who work eight (8) hour shifts shall observe holidays on the same days as administrative staff employees.

ARTICLE XVI. Leaves of Absence

Section 16.01. Vacation Leave

(a) Sworn officers shall begin to accrue vacation leave from the date of employment, in accordance with the following:

Service Requirement	Pay period Accrual Rate	Annual Accrual Rate	Max. Accumulation as of December 12/31
Up to 5 yrs	3.70 hours	96 hours	144 hours
5 to 9 yrs	4.62 hours	120 hours	180 hours
10 to 14 yrs	5.54 hours	144 hours	216 hours
15 to 19 yrs	6.15 hours	160 hours	240 hours

20 to 24 yrs	7.08 hours	184 hours	276 hours
25 yrs or more	7.69 hours	200 hours	300 hours

- (b) On or before March 1 of each calendar year, employees shall be permitted to bid for one block of up to seven (7) consecutive days' vacation time during that same year, in accordance with their seniority. Additional vacation time shall be scheduled with the employee's immediate supervisor. If two or more employees request a vacation day at the same time on a certain date and all the requests cannot be granted, the most senior employee shall be allowed to take the vacation day, but a more senior employee shall not be permitted to bump a more junior employee who has previously scheduled vacation time.
- (c) Upon separation of employment for any reason, any earned but unused vacation time will be paid out, subject to the following rules. The maximum vacation payout allowed will be one and one-half times the employee's annual benefit. Vacation time will be paid at the employee's then-current hourly rate. Employees who are serving in their initial probationary period, are not eligible for a vacation payout upon separation from employment.
- (d) Employees on leave of absence without pay for more than ten working days shall not accrue vacation (leave without pay includes leaves where weekly benefits or pay is made by an insurance carrier or because the pay is required by law, such as worker's compensation).
- (e) Employees suspended without pay shall not accrue vacation during the period of suspension if in excess of ten working days.

Section 16.02. Sick Leave

- (a) Employees unable to work because of illness shall be granted leave with pay for approved absences up to the number of hours they have accumulated. Sick days shall accrue from the employees' hire date at a rate of 3.7 hours per pay period, with the following exceptions:
 1. Employees on leave of absence without pay for more than ten working days shall not accrue sick leave days (leave without pay includes leaves where weekly benefits or pay is made by an insurance carrier or because the pay is required by law, such as worker's compensation).

2. Employees suspended without pay shall not accrue sick leave during the period of suspension if in excess of ten working days.

3. Employees who have reached the cap for sick leave of one thousand forty hours (1040) hours will cease to accrue additional sick leave. Accruals will restart if the sick leave balance falls below 1040 hours.

- (b) When an employee's scheduled holiday or vacation day occurs during a period of illness, the employee will be allowed to take sick leave in lieu of the scheduled holiday or vacation day at another time. In order to be eligible to substitute sick pay, the employee must provide a note from a health care provider certifying that he or she was suffering from an illness on the date in question.
- (c) An employee who uses sick leave for two or more consecutive shifts may be required to provide the Department with medical verification upon their return to work. In cases where there is suspicion of abuse, the Chief may investigate a reported illness or accident to verify the absence and may require documentation.
- (d) Employees granted sick leave should contact their immediate supervisor regularly during a period of illness or injury as designated in the departmental standard operating procedures or as otherwise directed by their supervisor. Employees on paid sick leave are expected to respond within a reasonable period of time to phone calls, voice mail, email, or text messages received from supervisory personnel.
- (e) Sick leave shall have no monetary value upon separation of employment, except that an employee who has at least one year of service will be eligible for a partial payout (at the employee's current rate of pay). The maximum partial payout will be capped at the lesser of one-half of accrued leave or four hundred (400) total hours paid, for those employees who separate from City service due to work related death, retirement from City service, involuntary dismissal due to job elimination, or voluntary resignation from City service after giving the required two-week advance written notice.
- (f) Employees who are involuntarily discharged (other than job elimination), resign in lieu of being discharged, voluntarily resign without giving the required two weeks advance written notice, or those who are deemed by the City to have voluntarily abandoned their jobs will not be eligible for the sick leave payout. The City Administrator may make exceptions in his or her sole discretion in the case of

involuntary performance based dismissals and in other extraordinary circumstances.

- (g) Employees may take accumulated sick leave to attend to their ill spouses, dependent children (as defined by the I.R.S.), and parents. If an employee has special circumstances that would justify the use of leave to care for a person who is the effective equivalent of any of the above-listed family members, the employee may submit a written request to use sick leave to the City Administrator, explaining the nature of the relationship between the employee and the person who is ill or injured, and the City Administrator will then make the determination whether the request for paid leave falls within the effective equivalent of the definition above.
- (h) Regular employees who are on sick leave status, whether paid or unpaid, may not engage in any activity that would be inconsistent with the employee's reported health status, or that would place the employee in violation of medical or work restrictions.
- (i) When an employee's scheduled holiday or regular day off occurs during a period of illness and the employee is on paid leave, the scheduled holiday or day off shall be taken, and the absence will not be charged to the employee's sick leave balance.

Section 16.03. Bereavement Leave

- (a) In the event of a death in an employee's immediate family as defined in Section 2.01.01 of the Personnel Manual, all regular full-time employees may be granted bereavement leave with pay up to three (3) working days as approved by the Chief.
- (b) All bereavement leave requests will be made and approved by the employee's immediate supervisor. The employee may be permitted to use accumulated vacation in addition to bereavement leave.

Section 16.04. Discretionary Leave

- (a) An employee who is not eligible for FMLA leave, has exhausted his/her FMLA leave, desires leave for a non-FMLA reason, is eligible for leave as a reasonable accommodation under the disability discrimination laws, or is not eligible for any other type of leave may apply for a discretionary leave of absence. Such leaves are within the reasonable discretion of the City Administrator and will be granted

only if the City Administrator believes the employee's time away from the job would be in the best interest of both the employee and the City.

- (b) If discretionary leave is granted, it will be on such terms and conditions as the City Administrator approves. Factors that may be taken into account in determining whether to grant the leave request are the employee's length of service, length of the expected absence, the employee's overall attendance record (including any prior leaves taken), employee's performance record, employee's disciplinary record, purpose of the leave, the ease or difficulty in finding a replacement to perform the employee's job while the employee is on leave, and other factors as the City Administrator determines should be taken into account.
- (c) Terms and conditions of the leave may include the length of the leave, whether the duration of the leave will be granted in full or in increments, whether the employee must report in periodically while on leave, whether documentation of the purpose of the leave will be required, whether the employee's job will be held open for him/her, whether the leave will be paid or unpaid, whether documentation upon return to work will be required, whether any return to work "fitness for duty" evaluation will be required, whether a release to work will be required (if the leave is due to the employee's medical condition), and such other terms and conditions that the City Administrator may wish to include.
- (d) If a discretionary leave is granted, there is generally no guarantee that the employee will be reinstated to the same or a different job upon expiration of the leave. However, and as a general rule, employees who have unused paid time off (i.e. sick leave, vacation, personal days) and who are granted a discretionary leave will normally be granted reinstatement rights during that portion of discretionary leave that is paid. While on discretionary leave, the employee is prohibited from working elsewhere. If an employee fails to return to work upon expiration of the leave, the City Administrator may separate the employee from employment.
- (e) The City Administrator has the authority to grant unpaid discretionary leave.

Section 16.05. Military Leave

- (a) Military leave is provided for employees who provide military service with the Armed Services within the standards established by the Uniformed Services Employment and Reemployment Act (USERRA) and the laws of the State of Missouri.

- (b) An employee who is a member of the National Guard or any of the reserve components of the Armed Forces of the United States may, upon application, be granted a leave of absence to the extent required by law. If the National Guard is called to duty by order of the Governor or Adjutant General, all State of Missouri laws and regulations will apply.
- (c) Employees must present an order or statement from the appropriate military commander prior to the commencement of their term of active duty unless it is impractical due to the immediate needs of the service. In such cases, documentation must be provided as early as possible after entry on active duty.

Section 16.06 Personal Time

Employees shall be provided with sixteen (16) additional paid leave hours per year to be used with the approval of their immediate supervisor. Any new employee hired prior to July 1 shall receive sixteen hours of personal time, to be taken during the remainder of the calendar year. Any new employee hired from July 1 through September 30 shall receive eight hours of personal time, to be taken during the remainder of the calendar year. Employees hired after September 30 shall not receive personal time until the start of the next upcoming calendar year. Personal leave time not taken during the calendar year will not be paid out, and cannot be carried forward to the next calendar year.

Section 16.07 Injury Leave

- (a) **Workers Compensation-** An employee who becomes injured while performing approved, job-related services for the City may be entitled to workers' compensation pursuant to applicable State law.
- (b) **Reporting and Medical Procedure** - Regardless of the nature or severity, employees shall immediately report all injuries sustained on the job to their immediate supervisor. First aid shall be provided and, if appropriate, the injured employee shall be taken to the City's designated medical provider or, in the case of an emergency situation, to the nearest medical facility. Any employee who seeks medical treatment without pre-approval or without a City-approved referral will be responsible for payment of all associated costs.
- (c) **Disability Schedule** - State Workers Compensation law will be used to determine what qualifies for an on-the-job or work-related injury or illness. Weekly benefits

and medical benefits will be paid in accordance with State of Missouri Workers Compensation Laws.

- (d) **Injury Leave** – Employees shall be eligible for one hundred and eighty (180) calendar days of leave for injury sustained in the line of duty as provided in subparagraph (e). At the end of one hundred and eighty (180) calendar days, if the employee claims that he/she is unable to return to work (with or without restrictions), the employee may be required to undergo an examination to determine the extent of the injury or illness, whether there are temporary or permanent restrictions, and whether the employee will be able to return to work in the identifiable future. A three-member Physical Board of Review shall conduct the examination as follows: one physician selected by the City; one physician selected by the employee; and a third physician agreed to by both the City and the employee. Should the finding be that the employee is unable to return to work, the employee may be entitled to those benefits provided by the Police and Fire Pension.

- (e) **Pay during Injury Leave**—To the extent that state workers compensation benefits are not payable for any required waiting period, the City will pay an employee his/her normal compensation during such waiting period. In addition, during the time the employee is on workers compensation status, the City will continue to pay the employee his/her normal pay, which will include all amounts equal to the amount to which the employee is entitled as weekly benefits under workers compensation law and a supplemental amount to bring the total amount paid up to 100% of the employee's base pay; however, the employee will be required to relinquish to the City any and all workers compensation monies. Employees on workers compensation status are subject to periodic review by the City Administrator.

- (f) **Outside Work** – Employees, who are on workers' compensation status, may not perform work in any outside and/or self-employment capacity while in that status during the hours within which they would have otherwise been working for the City, without the express advance written approval of the City Administrator, nor may they perform work inconsistent with their medical restrictions at any time.

- (g) **Return to Work** – Any full-time employee with temporary work restrictions will be considered for a light or modified duty assignment in any position within the City for which the employee is qualified. For the purposes of this provision, a temporary restriction is any work restriction the relevant health care provider anticipates will last six months or less. Employees with work-related and non-

work-related injuries will be considered for light or modified duty assignments, but employees with work-related injuries shall have preference for all such assignments. Employees who are offered light or modified duty assignments that are consistent with their medical restrictions must accept such assignments, or they will become ineligible for all types of paid leave, to the maximum extent permitted by law.

Employees shall not be permitted to return to law enforcement positions until they present a document from the City-designated health care provider (in case of work-related injury), or from their personal health care provider (in the case of non-work injury) stating that the employee is fit and able to perform all of the essential functions of the job. This document shall be made a permanent part of the employee's medical records.

Article XVIII. Seniority

Section 18.01 Seniority Definition

Seniority for police officers shall be determined based upon cumulative time spent as a police officer, including time spent in the assignment of detective. If a sergeant is demoted, all time spent as a sergeant shall count as cumulative time as a police officer when determining the officer's seniority.

Section 18.02 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job assignment, date of initial hire within the Department, and date of assignment to current position.

Section 18.03 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary quit or retirement;
- (b) Discharge for just cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;

- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call/no-show for two (2) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,
- (f) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 18.04 Rehire

Former bargaining unit employees who are rehired within six (6) consecutive months from their date of separation shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Rehired employees will be required to serve the appropriate probationary period.

Reinstated employees who separated from Departmental service in good standing and return to the same position they occupied upon leaving the Department shall return at the same rate of pay they were receiving at the time of their departure, if re-employment occurs within six (6) consecutive months from the date of separation. Reinstated or rehired employees who return after an absence of more than one month will become eligible for employee benefits on the same schedule as applies for new hires.

Article XIX. Probation

Section 19.01 Probation

New employees shall be hired on a trial basis. Probation for new employees shall run for a period of twelve (12) months from the date of hire if the officer is previously certified or twelve (12) months from the date of graduation from the Police Academy if not previously certified. During probation, employees shall be subject to discharge at the discretion of management, and such discharge shall not be grievable under the terms of this Agreement. Probation may be extended by the Chief for up to an additional six (6) months.

Section 19.02 Right to Return to the Bargaining Unit Following Promotion

During the first six months following the promotion of any employee out of the bargaining unit, the employee may be returned, or may elect to return to the bargaining unit if they are unsuccessful in the promoted position. Employees shall return to the unit

at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority. The Chief may assign employees returning to the unit under this Section to any open position. The right to return to the bargaining unit shall not be available to any promoted employee who is discharged from the promoted position for just cause.

Article XX. Reductions in Force

Section 20.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 20.02 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XXI. Discipline

Section 21.01 Discipline

Discipline or discharge of bargaining unit represented employees will be for just cause and the City will generally practice a system of progressive discipline.

Section 21.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action issued in any given situation will depend on the overall circumstances being addressed, and it shall not be necessary for discipline to start at any particular level. Factors to be considered in determining the level of discipline issued include, but are not limited to consideration of the employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance.

- (a) Written Reprimand
- (b) Suspension

(c) Discharge

Section 21.03 Non-Disciplinary Actions

Informal discussions or verbal counselings between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. No record of informal counseling discussions shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives. Employees shall not be entitled to Lodge representation during informal counseling sessions.

Section 21.04 Copies of Personnel Records

The City will provide the employee and the Union with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Each employee shall have the right to examine the City's personnel files on that employee, upon scheduling an appointment with the Human Resources Manager. Employees shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Pre-hire psychological profiles and polygraph or CVSA examination results shall be excluded from coverage under this Section.

Section 21.05 Lodge Representation

Employees shall be entitled to Lodge representation from within their bargaining unit, upon request, during any interview the employee reasonably believes will result in discipline or during any meeting in which the employee will receive disciplinary action. If the employee requests such representation, the meeting shall not proceed until a Lodge representative is present. The employee must select a representative from the official list of Lodge representatives for their bargaining unit, who is not involved in the matter at hand, and who is available to attend the meeting within a reasonable period of time, which will typically mean that the representative must be selected from among on-duty employees. Lodge representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request, so long as the Lodge representative's conduct does not unduly disrupt or interfere with the conduct of the meeting.

Section 21.06 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation that results in the assessment of discipline, counsel for the Lodge shall be allowed to review any and all documentation and other evidence obtained during the investigation upon request, for the purpose of meeting the Union's duty of fair representation to the involved member. The Department shall have the right to redact any information from the internal affairs files necessary to protect confidential witnesses. Counsel for the Lodge shall be given a private space and a reasonable amount of time to review the file. Counsel shall not be allowed to make copies or duplicate any of the documentation or evidence contained in the file, but will be allowed to take notes regarding the contents of the file. Counsel shall only communicate regarding the contents of the file with the individual member(s) involved and with Lodge leadership to the extent necessary for assisting the Lodge to meet its duty of representation to the involved member(s). In communicating with the involved members and Lodge leadership, counsel shall be responsible for maintaining witness confidentiality.

Section 21.07 Written Reprimands

Written reprimands shall remain active in employees' personnel files for three years from the date they are issued, and during that period of time, written reprimands may be used for subsequent progressive discipline. After three years, written reprimands will no longer be used for subsequent progressive discipline, but a record of it may be maintained by the City.

Section 21.08 Suspensions

Suspension shall remain active in the employee's personnel file indefinitely, and may be used for subsequent progressive discipline, provided that the weight to be given to prior suspensions shall be subject to the just cause analysis.

Article XXII. Internal Investigations

Section 22.01 Administrative Investigations

Whenever management is conducting an administrative investigation regarding a complaint from a citizen or a report from a member of the Department, management shall:

- (a) Notify the bargaining unit member, prior to any interview. The notification shall specify the nature of the complaint, and any specific allegations against the employee.
- (b) Offer the employee the opportunity to speak with a Lodge representative prior to the interview and have him or her present during any interview of the employee, in accordance with this Agreement.
- (c) Record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.
- (d) Provide a Garrity warning to all employees who are ordered to provide statements.
- (e) Complete the investigation within a reasonable period of time.

Section 22.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall determine whether to refer the matter for criminal investigation. During the pendency of any criminal investigation, management may suspend the administrative investigation and may elect either to place the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered independently from the criminal investigation.

Section 22.03 Outcome of Administrative Investigation

Once an administrative investigation is complete, management shall inform the employee of the outcome of the investigation.

Article XXIII. Grievance Procedure

Section 23.01 Filing Grievances

A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). The Lodge, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept or process grievances filed by individual bargaining unit members. Individual bargaining unit

members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 23.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 23.03 Waiver of Additional Process

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 23.04 Filed Within 15 Days

All grievances must be brought to the attention of management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 23.05 Step One

Grievances at the first step shall be filed with the appropriate Major. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Major shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving a grievance, the Major shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 23.06 Step Two

If the matter is not satisfactorily resolved at Step One, the Lodge may appeal the grievance to the Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Major issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Major fails to issue a timely decision. The written Step Two appeal to the Chief must contain a

concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

The Chief shall either issue a written decision within ten (10) calendar days, or at his or her option, may schedule a grievance meeting to discuss the matter with the grievant and a Lodge representative, at a mutually convenient time. In the event the Chief schedules such a meeting, the written decision shall be due no more than ten (10) calendar days after the grievance meeting takes place.

Section 23.07 Step Three

If the matter is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to the City Administrator or the City Administrator's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two or the grievance meeting was held, whichever is later, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired. The City Administrator or his or her designee shall review the grievance and issue a decision on it within ten (10) calendar days of its receipt.

Section 23.08 Suspension and Discharge Grievances Filed At Step Two

In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 23.09 Lodge Representation

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not be present during the grievance process.

Section 23.10 Time Limits

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days. Any grievance filed or appealed after time limits have expired shall be considered null and void, and no further action shall be taken with respect to that grievance.

Section 23.11 No Interruptions in Service

During the term of this Agreement, neither the Lodge, its officers, employees, agents, members or representatives, nor any employee covered by this Agreement, will authorize, instigate, aid, condone, participate in or engage in any strike, work stoppage, sickout, slowdown, boycott, picket line, or any other interruption or interference with the work of the North Kansas City Police Department, including any sympathy strike.

In the event of the unauthorized activity proscribed above, the Lodge shall immediately take affirmative action to cause each and every employee covered by this Agreement to return to work and shall, among any and all other necessary or appropriate steps intended to cause each such employee to return to work, immediately:

- A. Notify the employees in person, by telephone, and/or by mail that such strike or other interruption of continuous service is unauthorized; and
- B. Promptly order its members to return to work.

The City shall have the right to proceed directly to court for a temporary restraining order, injunction, and any and all other legal and/or equitable relief for any alleged breach of this Article. The City shall not be required to first exhaust the grievance and arbitration provisions of this Agreement before proceeding directly to court when seeking to enforce the provisions of this Section 23.11.

The parties recognize the right of the City to take disciplinary action, including discharge, against any employee covered under this Agreement who participates in any activity in violation of this Section, whether such action is taken against all participants or only against selected participants. The parties recognize that the Union's designated representatives have an affirmative duty to prevent and cause the cessation of any activity which violates this Section.

Article XXIV. Arbitration

Section 24.01 Appeal to Arbitration

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Three, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Human Resources Manager within ten (10) calendar days after receiving the Step Three decision, or within fourteen (14) calendar days if the City Administrator or his or her designee fails to issue a Step Three decision.

Matters appealed to arbitration shall not be addressed in any other forum, such as before the City's Police and Fire Personnel Board or in any court of law. The grievance and arbitration provisions established herein shall be the sole avenue available for addressing any alleged violation of the terms of this Labor Agreement, including but not limited to determining whether the City had just cause for any discharge or discipline.

Section 24.02 Selection of the Arbitrator

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 24.03 Decision of the Arbitrator

The decision of the Arbitrator shall be subject to the following conditions:

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) In the resolution of the dispute, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.
- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 24.04 Final and Binding

The decision of the Arbitrator shall be final and binding on all parties as to all matters that were properly before the Arbitrator.

Section 24.05 Costs Shared Equally

The costs of the Arbitrator shall be shared equally by the City and the Lodge. Each party shall otherwise bear its own costs.

Article XXV. Labor Management Committee

Section 25.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of three (3) representatives from Department management and three (3) representatives from the bargaining unit. When appropriate, either of the parties may call for joint meetings of the Police Officer and Sergeant committees.

The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of quarterly meetings.

Section 25.02 Labor/Management Committee Purpose

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. The purpose of regular meetings shall include but is not limited to:

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.
- (c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices.

- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.
- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

Section 25.03 Request for Meeting

A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

Article XXVI. General Provisions

Section 26.01 Uniforms and Equipment

The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in Department policy.

- (a) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order.
- (b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.
- (c) Officer may choose to wear long or short sleeve shirts at their discretion.
- (d) The Department shall establish a Uniform Committee. The Committee shall be composed of two (2) individuals appointed by the Chief, and one sergeant and one officer appointed by the FOP. Members of the Committee shall review any proposed changes to the uniform and provide recommendations to the Chief.

Section 26.02 Off-Duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could 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, obligations, and benefits concerning such action as if they were on active duty, to the maximum extent allowed under the City's workers' compensation policy.

Section 26.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 26.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval.

Section 26.05 Release of Personal Information

The City shall not release an employee's personal information, including name, date of birth, address, phone number, or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or as required by law.

Section 26.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Section 26.07 Police Cadet Training & Certified New Hire Signing Incentive

The City shall continue to have the right to enter into individual contracts with non-sworn employees, under which the City agrees to pay the training expenses related to Police Officer Candidates becoming Missouri POST certified Police Officers, and the individual employees agree to repay their training costs, on a pro-rata basis, if they do not remain employed by the City for at least thirty-six months after becoming certified.

The City shall also continue to have the right to enter into individual contracts with applicants who are Missouri POST certified Police Officers, providing a signing incentive if they are hired, and requiring them to repay the signing incentive, on a pro-rata basis, if they do not remain employed by the City for at least thirty-six months after becoming hired.

Article XXVII. Training

Section 27.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All costs associated with the training shall be paid by the Department.

Section 27.02 Meal Reimbursement

The City shall pay for covered meals when the employee is attending training which requires an overnight stay, consistent with the City's travel policy.

Section 27.03 Travel Time

Travel time to attend training shall be paid to the extent and in the manner required under the FLSA.

Section 27.04 Hours

Employees covered under this Agreement, who are attending external training, shall not be required to return to work, if there are fewer than four hours remaining in the shift, except in case of staffing shortage. Employees who elect not to return to work shall be paid for time spent in training, and may elect to use accrued personal or vacation time to cover the remainder of their regularly scheduled hours, if they so desire.

Article XXVIII. Complete Agreement

Section 28.01 Zipper Clause

The parties acknowledge that during negotiations which 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXV.

Section 28.02 Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties. Individual agreements concerning training costs or signing incentives shall remain in effect.

Section 28.03 Savings

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 enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Article XXIX. Term of Agreement

Section 29.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through December 31, 2019. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

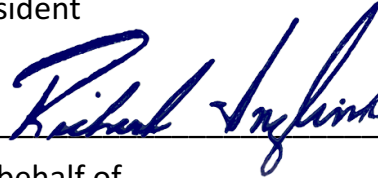
Eric Berlin
City Administrator



On behalf of
The City of North Kansas City

Date

Rick Inglima
President



On behalf of
FOP West Central Missouri Lodge No. 50

Date