

Memorandum of Understanding Between
City of O’Fallon, Missouri,
City of O’Fallon, Missouri Police Department
and Eastern Missouri Coalition of Police,
Fraternal Order of Police, Lodge 15

2016 – 2018

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Definitions

Bargaining Unit Members:	All full-time sworn Police Officers, exclusive of Management and Confinement Officers, employed by the Department.
Business Day:	Monday through Friday, excluding holidays.
Chief:	Chief of Police of O’Fallon, Missouri.
City:	O’Fallon, Missouri.
Collective Bargaining:	To meet, confer and discuss with the Lodge or with the City, respectively, in good faith, with the present intention to reach an agreement within the meaning and legal requirements of Article I, Section 29 to the Constitution for the State of Missouri
Critical Incident:	Any incident in which an individual or individuals suffer loss of life or serious bodily injury and in which any Bargaining Unit Member had any direct involvement, including investigation of the incident.
Department:	City of O’Fallon, Missouri Police Department.
Elected Officials:	City of O’Fallon, Missouri Mayor and City Council members.
Employee Reference Handbook:	City of O’Fallon Employee Reference Guide
Employer:	City of O’Fallon, Missouri.
Finance Manual	City of O’Fallon Finance Manual
Lodge:	Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15/O’Fallon Police Officer’s Association
Management:	Chief, Assistant Chief (Major), Commanders (Captains and Lieutenants) and Sergeants (first-line supervisors)
Police Officers:	For the purposes of this Memorandum of Understanding, the term “Police Officers” shall refer to Bargaining Unit Members.
Vacancy of Position:	A vacancy occurs when a Bargaining Unit Member leaves a budgeted position within the Department.
Work Day:	An employee’s regularly scheduled work hours for one (1) day. (This shall be used to determine the appropriate pay due to any employee who uses any leave to which he or she is entitled.)

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the City of O'Fallon, Missouri, a political body, by its duly constituted City Council, hereinafter referred to as the "City" and the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15/O'Fallon Police Officer's Association, hereinafter referred to as the "Lodge". The purpose of this Memorandum of Understanding is to set forth terms and conditions of employment and to promote harmonious, orderly and peaceful labor relations for the mutual interest of the City, the Lodge, and the citizens of O'Fallon, Missouri.

In addition to the Articles set out in this Memorandum of Understanding, which pertain to the City's employees in the bargaining unit only, the employees will continue to be covered under all of the terms, conditions, and benefits as set out in the City of O'Fallon Employee Reference Handbook together with all guidelines, directives or operational policies and procedures of the O'Fallon Police Department, and any amendments of the Employee Reference Handbook or Department directives or operational policies and procedures made thereto, so long as the aforementioned and any amendments do not conflict or contradict with this Memorandum of Understanding.

The City and the Lodge encourage to the fullest degree friendly and cooperative relations between their respective representatives. The parties recognize that the interest of the community and job security of the employees depend on the City's success in establishing and maintaining efficient, expeditious, and economical public services to the community. Accordingly, the City and the Lodge agree as follows:

Article 1 Recognition

Section 1: Bargaining Unit Description. Pursuant to the affirmative designations by the individuals employed by the City in the bargaining unit, the City and the O'Fallon, Missouri Police Department (hereinafter "the Department") recognize and acknowledge the Lodge as the only representatives for all full-time sworn Police Officers (hereinafter "Bargaining Unit Members" or "employees") employed by the Department, for the purposes of Collective Bargaining with the City on matters relative to the working conditions, salary, welfare provisions, and other terms and conditions of employment of mutual concern.

Unless the individuals employed by the City in the bargaining unit affirmatively rescind the prior designation of the Lodge and affirmatively designate a different representative, neither the City nor the Department will meet with any other labor organization purporting to represent Bargaining Unit Members with reference to changes or improvements in terms and conditions of employment of Bargaining Unit Members. The Lodge recognizes, however, that the City may bargain with labor unions which represent other bargaining units within City government and that the results of said bargaining may ultimately affect the terms and conditions of employees of the City, but such bargaining may not result in the loss or reduction of wages, benefits or rights expressly outlined in this Memorandum of Understanding. The Lodge further recognizes that some Bargaining Unit Members may be entitled to petition for certification of a labor union with the Missouri State Board of Mediation pursuant to Chapter 105, RSMO, and that if such a labor

union is so certified to represent any Bargaining Unit Members, the City and Department will be legally required to meet and confer with such union.

Section 2: Supervisors. Nothing contained in this MOU is intended to limit the performance of any sworn officer employed in a supervisory capacity within the City Police Department. Supervisors may continue to perform bargaining unit work, which is incidental to the performance of their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee.

Article 2 Lodge Status and Rights

Section 1. Right of Organization. Individuals employed by the City in the bargaining unit shall have the right to join, or decline to join, and participate in the Lodge. It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Lodge. Neither the City nor the Lodge shall discriminate against, coerce, interfere with or intimidate the right of employees covered by this MOU to become or not become members of the Lodge, and there shall be no discrimination against, coercion, interference with or intimidation of any such employees because of lawful membership or non-membership activity or status.

Section 2. Right of Representation. Individuals employed by the City in the bargaining unit shall have the right to be represented by the Lodge for purposes of Collective Bargaining with the City in the determination of their conditions of employment, and for the purposes of administering this Memorandum of Understanding.

Section 3. Dues Deductions. The City agrees to deduct dues from the wages of Lodge Members who voluntarily provide the City with a written authorization, which will stay in effect until the Lodge Member gives written notification to both the Lodge and the City, thirty (30) days in advance of the termination of paid dues. The City will be afforded thirty (30) days lead time from the date of a written notice from the Lodge of any dues increase before it is obligated to deduct said dues increase. The Lodge agrees to submit for each member a check-off form, which recites the provisions of this paragraph.

Section 4. Dues Authorization Revocation. With respect to any employee on whose behalf the City receives written deduction authorization for dues deduction, the City shall make such deductions from the wages of the employee until the earlier to occur of the following: (a) the employee rescinds or revokes any prior written deduction authorization; (b) the Lodge ceases to be the designated bargaining representative of the Bargaining Unit; (c) state, federal or other governing statutory or decisional law would bar the City from doing so; (d) upon the institution by or against the Lodge of any insolvency, receivership or bankruptcy proceedings or (e) any other proceedings for the settlement of debts or upon either the Lodge making an assignment for the benefit of creditors, or dissolution or ceasing to do business.

Section 5. Indemnification. All City obligations under the foregoing Sections to this Article are expressly conditioned on the Lodge agreeing to indemnify and holding harmless the City, together with its agents, employees, representatives and any elected or appointed officials, against any and all claims, demands, suits, court costs and expenses, including reasonable

attorney fees, or other forms of liability, which shall arise out of or by reason of any actions taken by the City, pursuant to the provisions of this Article, relating to the withholding of dues. In the event that any claim shall be asserted or filed against the City within the scope of this Indemnification, the Lodge shall, at City's option, either provide legal defense acceptable to the City or timely pay (within 15 days of City providing demand and each summary invoice(s) of costs and fees incurred) the City's costs and legal fees incurred to provide its own defense in response to such asserted or filed claims.

Section 6. Bulletin Board Space. The City shall allow the Lodge use in the break room of a separate bulletin board of a size up to three feet by four feet to post materials conforming with City and Department policies, including meeting notices and a copy of this agreement.

Section 7. Posting and Supplying Agreement. One copy of this agreement and any future agreement shall be supplied electronically to each current Bargaining Unit Member and each new Bargaining Unit Member by the City within thirty (30) days from the passage by the City Council or within thirty (30) days of admittance into the bargaining unit, at no cost to the employee, and be posted on the City's intranet.

Section 8. Lodge Activity. There shall be no discrimination, interference, restraint, or coercion by the City against any employee for his/her participation, position, or membership in the Lodge, specifically for those members that are representing the Lodge in any negotiations, grievances, or actions against the City when acting with the authority of the Lodge Executive Board on behalf of the rights of the employees.

Section 9. No Strikes/Job Actions. The Lodge and the employees represented by the Lodge shall not engage in, nor encourage any engagement in, either directly or indirectly, any strike, work stoppage, job actions, slowdowns, group illnesses, or withdrawal of services that would affect Police calls for service within the City. If any employee violates the provision or spirit of intent of this Section, said employee shall be subject to termination.

Notwithstanding the foregoing, employees represented by the Lodge shall be permitted to engage in informational picketing only while off-duty and shall not wear any City issued or dedicated uniform or authorized clothing. Provided further, it shall be understood that any informational picketing shall not interfere with any operations or activities of the City, including the Police Department.

It is understood that nothing in this Memorandum of Understanding shall be construed as limiting Lodge rights to support other labor organizations so long as it would not interfere with normal police operations. While on duty, all Police Officers must remain neutral in any labor/employer incidents to which they are responding.

During the term of this Memorandum of Understanding, the City agrees not to engage in a lockout of any Bargaining Unit Member so long as they are abiding by this Memorandum.

Article 3 Management Rights

Section 1. Reservation of Elected Responsibilities. The O'Fallon Mayor and City Council are responsible, by law, for the operation, maintenance and care of the assets and facilities of the City and are responsible for the health, safety and welfare of the residents of the City. Notwithstanding any part of this Memorandum of Understanding, the O'Fallon Mayor and City Council members, either in concert or through their duly appointed representatives, retain the right, commensurate with their responsibility to make such decisions as may be necessary to assure that personnel procedures, guidelines and policies accomplish the tasks required of the O'Fallon City Council by law.

Section 2: Annual Budget. Subject to the terms of this Memorandum of Understanding, the City has the sole authority to determine the Police Department's purpose, mission, goals, and the amount of its annual budget and the allocation of the budget to functions and operations of the Department. It is understood by the parties to this MOU that a part of the City's operations, programs, work, and activities are funded by grants and other sources of non-renewable, non-continuing, non-tax supported income, as well as annual appropriations from available resources.

Section 3: Management Rights. The City, through the Chief of Police, and in accordance with the State law and the City's Charter and Code, possesses the sole right to operate and manage the Department. Nothing contained in this Memorandum of Understanding herein shall affect the internal control authority of the Chief of Police. Except as specifically amended, changed or modified by this MOU, the City and the Chief possess and retain these rights, which include, but are not limited to, the following:

- A. Determine the mission of the Department;
- B. Direct the working forces, including delegation of responsibilities;
- C. Hire, assign, promote, transfer, or lay off Bargaining Unit Members;
- D. Determine the methods, means, number of job classifications, job duties, equipment, and supplies needed to carry out the mission of the Department;
- E. Discipline, suspend, demote, discharge or take any other disciplinary action;
- F. Develop new and change existing methods, procedures, policies, practices, orders, or facilities for the conduct of the police department;
- G. Establish minimum staffing levels and set shift hours and work schedules;
- H. Schedule and assign work to employees and establish the number of employees assigned to each shift of operations;
- I. Set performance standards and individual goals for Police Officers, as well as

work time accountability standards for performance related purposes;

- J. Set standards and establish procedures for secondary employment;
- K. Determine and select the equipment to be used in the City's operations and, from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations;
- L. Contract out for goods or services;
- M. Investigate complaints;
- N. Make and enforce reasonable work rules and regulations and enforce penalties for any such violations;
- O. Take whatever other actions may, in its judgment, be necessary to carry out the mission of the Department.

The foregoing is intended by way of illustration and not in limitation of any customary or usual function of management or governance, all of which are expressly retained by the City. Except as otherwise specifically provided in this Memorandum of Understanding, the City has the sole and exclusive right to exercise all the rights and functions of management and nothing in this MOU shall be construed to restrict, limit or impair the rights, powers and the authority of the City, as granted under the laws of the State of Missouri, the Home Rule Charter of the City of O'Fallon and its ordinances. The City retains all powers, rights and privileges not restricted by this MOU and further reserves the right to take whatever action is necessary to carry out the mission of the City during periods of civil or community emergencies such as civil disorders, strikes, tornadoes, floods, infectious disease outbreaks or other similar catastrophes.

Article 4 Probationary Employees

New commissioned Police Officers shall be considered probationary Police Officers for not less than the first twelve (12) months of active on-duty service, unless the shorter probationary period applies under the City's personnel policies and procedures as outlined in the Employee Reference Handbook. Upon successful completion of the probationary period, that Officer's seniority date will be measured from his or her date of hire as an O'Fallon Police Officer as provided in Article 5.

Article 5 Seniority

Section 1. General. Seniority shall be based on continuous length of service as a Police Officer since the employee's most recent date of hire without a break or interruption, provided that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or budgetary layoff for ninety (90) calendar days or less, shall not constitute a break or interruption of service within the meaning of this Article. Seniority will

commence from the date a Bargaining Unit Member is hired as a Police Officer by the City. When two or more Bargaining Unit Members are hired on the same date, their seniority standing shall be determined in the order of their ranking on the report of competitive examination list from which their eligibility for appointment was determined; if the classification in question did not require a competitive examination, then seniority will be determined by a lottery established by the City.

Section 2. Roster. A roster of Bargaining Unit Members arranged in order of seniority and a roster of employees arranged in order of total service with the Department shall be maintained by the Department and made available for examination by Bargaining Unit Members. The rosters shall be revised and updated at the end of each year and a copy of the same shall be transmitted to the lodge.

Section 3. Termination of Seniority. Seniority shall terminate when an employee resigns, retires, is discharged, when an employee's position is eliminated, when layoff status has ended and employee fails to report back to duty, and when an employee is absent for three (3) regularly scheduled working days without personally notifying the City unless a true emergency exists.

Article 6 Hours of Work

Section 1. General. The regular workweek shall begin at 12:01 a.m. on Saturday and end on the following Friday at midnight. The City will agree to pay all Bargaining Unit Members every two (2) weeks.

The standard work day for sworn Police Officers, excluding detectives, public information officers, school resource officers, special assignments, and traffic section, shall be twelve (12) hours of work per day, and one hundred seventy one (171) hours per twenty eight day work period, unless modified by the City and the Chief.

Notwithstanding the above or any other provision of this MOU, during the term of this Memorandum of Understanding absent any emergency or exigent circumstances, if the City intends to amend, change, modify or revise the work day, work period, or work schedule for any Bargaining Unit Members, the City shall notify the Lodge of any proposed change in writing at least thirty (30) calendar days prior to the effective date of the future change and the City shall engage in the process of collective bargaining with the Lodge over the change. However, this shall not be construed to prevent the City from taking whatever action is necessary in order to accomplish its mission.

Notice to and conferring with the Lodge shall not be required regarding any change in work schedules in response to a bona fide emergency such as civil disorders, strikes, tornados, floods, infectious disease outbreaks, or other similar catastrophes. The Chief shall make reasonable efforts to return to normal operations as soon as possible after the emergency is declared to be over by the City.

Section 2. Holidays. The following days will be observed as legal holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day

Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

Bargaining Unit Members will be paid holiday pay in accordance with the City's policies and procedures that are in effect upon the effective date of this Agreement.

Notwithstanding the above, during the term of this Memorandum of Understanding absent any emergency or exigent circumstances, if the City intends to amend, change, modify or revise the holidays and/or holiday pay for any Bargaining Unit Members, the City shall notify the Lodge of any proposed change in writing at least thirty (30) calendar days prior to the effective date of the future change and the City shall engage in the process of collective bargaining with the Lodge over the change. However, this shall not be construed to prevent the City from taking whatever action is necessary in order to accomplish its mission.

In addition to the above holidays, Bargaining Unit Members shall receive one (1) personal holiday per calendar year. Each personal holiday shall be compensated at the Bargaining Unit Member's rate of pay for their assigned shift hours, not to exceed twelve (12) hours.

Section 3. Sick Leave. Sick leave may be accumulated at the rate of ninety six (96) hours per year with an accumulation total of four hundred eighty (480) hours. Pursuant to the Employee Reference Handbook, sick leave may be used for the following:

- Illness of Bargaining Unit Member
- Illness of immediate family member of Bargaining Unit Member
- Health care provider appointment of Bargaining Unit Member or immediate family member

Bargaining Unit Members will notify the on-duty supervisor at least two hours prior to the beginning of their work shift that they wish to use sick leave, unless for good reason such notice cannot be given.

In accordance with the City's Employee Reference Handbook, the Department may in its discretion require any Bargaining Unit Member to furnish to his or her supervisor a medical form from a duly licensed physician, dentist or health care provider. This medical form must state the nature of the illness or injury and the length of time the Bargaining Unit Member will be off work due to the illness or injury, if predictable.

Any Bargaining Unit Member who was hired before January 1, 2014, and who has accumulated 480 hours of sick leave, shall thereafter be paid for all unused sick leave accumulated beyond the 480 hours maximum in a calendar year. Any bargaining unit employee

hired on or after January 1, 2014, is not eligible to receive such payment. Subject to the same authorization, payment shall be at a rate of up to .75 (3/4ths) hour regular pay for each one (1) hour of unused sick leave, such payment to be made annually no later than the first full pay period of January of the following year.

Notwithstanding the above, during the term of this Memorandum of Understanding absent any emergency or exigent circumstances, if the City intends to amend, change, modify or revise the payments for unused sick leave for any Bargaining Unit Members, the City shall notify the Lodge of any proposed change in writing at least thirty (30) calendar days prior to the effective date of the future change and the City shall engage in the process of collective bargaining with the Lodge over the change. However, this shall not be construed to prevent the City from taking whatever action is necessary in order to accomplish its mission.

Section 4. Retirement. Upon normal retirement from City employment, as defined by LAGERS at the time of retirement, a Bargaining Unit Member who was hired by the City prior to January 1, 2014, and has either completed five (5) years of continuous City employment (if hired before October 15, 2009) or twenty (20) years of continuous City employment (if hired on or after October 15, 2009 and before January 1, 2014), is entitled to payment of accrued but unused sick leave payout, as described in the Employee Reference Handbook. Any bargaining unit employee hired on or after January 1, 2014, is not eligible to receive such payment. Provided the employee has satisfied the eligibility criteria above at the time of normal retirement, the sick leave payout shall be paid out consistent with the employee's regular hourly rate of pay in effect at the time of retirement for each hour of accrued, but unused sick leave.

Notwithstanding the above, during the term of this Memorandum of Understanding absent any emergency or exigent circumstances, if the City intends to amend, change, modify or revise the retiree sick leave payout for any Bargaining Unit Members, the City shall notify the Lodge of any proposed change in writing at least thirty (30) calendar days prior to the effective date of the future change and the City shall engage in the process of collective bargaining with the Lodge over the change. However, this shall not be construed to prevent the City from taking whatever action is necessary in order to accomplish its mission.

Article 7 Work Assignments

Section 1. Departmental Transfers. Bargaining Unit Members may be transferred by their Division Commander to another shift, division, or specialized unit. The Bargaining Unit Member shall be notified in writing that the employee is being transferred and why the transfer is taking place at least one week prior to such transfer being made, unless the transfer is being done on an emergency basis. The Bargaining Unit Member shall be afforded an opportunity to consult with the Chief prior to any transfer. Any transfer initiated by the Division Commander or designate shall not result in a loss of pay or benefits by the affected employee.

Article 8 Job Classification/Grade

The City shall have full discretion to establish, modify, abolish, or redefine job classifications/grades. The City shall also set and define job descriptions and job requirements

for each Bargaining Unit position covered by this Memorandum. The Lodge shall be notified, in writing, of any changes in these job descriptions or requirements, and afforded an opportunity to consult with the Chief or designee regarding any changes. Provided the City provides such notice to the Lodge, nothing contained in this Agreement requires the City to either delay the effective date of any proposed change or otherwise obtain agreement of the Lodge to the proposed change. Any change in a Bargaining Unit Member's job classification/grade, but not position, shall not result in a loss of pay or benefits for the affected employee.

Article 9 Promotions

The Police Department will utilize a competitive merit-based process to make promotions for the rank of Sergeant. The Department will maintain a directive detailing the requirements for promotional eligibility as well as the elements of the promotional process. Details will also include the scoring components of the process.

Article 10 Internal Investigation Procedures

The Department will have a directive that governs the administration of Internal Affairs Investigations. The directive will set out the procedures for investigations, including but not limited to: the prompt notification of Bargaining Unit Members under investigation and continual notifications where appropriate during the investigation; the right of Bargaining Unit Members to representation during interviews; and timelines for the completion of investigations and when the City Administrator is to be informed/involved.

If future changes are made to the current directive, as outlined in the Police Directive 21.1, effective November 17, 2014, the Department will provide written notice to the Bargaining Unit a minimum of thirty (30) days prior to the new directive going into effect and the Lodge shall be given an opportunity to meet and discuss such contemplated directive with the City. Provided the City timely provides such notice to the Lodge, and following a request by the Lodge, the City meets and discusses the proposed revisions with the Lodge during the notice period, nothing contained in this Agreement requires the City to either delay the effective date of any proposed changes to the directive or otherwise obtain agreement of the Lodge to the proposed changes to the directive.

Nothing in this Article is intended to inhibit or reduce the Department's right and need to conduct internal investigations or discipline officers found to be in violation of federal, state, county or local law or any Department or City directives, policies, or rules, where appropriate.

Article 11 Discipline

Bargaining Unit Members, excluding probationary Bargaining Unit Members, shall only be disciplined or discharged in accordance with the City of O'Fallon Employee Reference Handbook and any amendments made thereto, together with all guidelines, directives or operational policies and procedures of the O'Fallon Police Department, and any amendments made thereto. Discipline or discharge shall include, but not be limited to, violation of City

Charter, Municipal Code, Personnel Policies and Procedures, Department Rules and Regulations, Directives and Federal, State or Local Law.

Article 12 Vacations

Section 1. General. All Bargaining Unit Members shall receive vacation leave credit for time actually worked, including the initial probationary period. Vacation accrual shall be granted to all Bargaining Unit Members entitled to leave benefits in accordance with the City of O'Fallon's Employee Reference Handbook.

Section 2. Schedule of Vacation Accrual. Full-time Bargaining Unit Members accrue annual vacation leave credit in accordance with the following schedule:

Less than forty eight (48) months service	6.67 hours/month
Forty Nine (49) to one hundred sixty eight (168) months service	10 Hours/month
Over one hundred sixty eight (168) months service	13.33 Hours/month

Notwithstanding the above, during the term of this Memorandum of Understanding absent any emergency or exigent circumstances, if the City intends to amend, change, modify or revise the vacation accrual schedule for any Bargaining Unit Members, the City shall notify the Lodge of any proposed change in writing at least thirty (30) calendar days prior to the effective date of the future change and the City shall engage in the process of collective bargaining with the Lodge over the change. However, this shall not be construed to prevent the City from taking whatever action is necessary in order to accomplish its mission.

Section 3. Accumulation of Vacation Leave.

- A. Bargaining Unit Members may maintain vacation leave credit in an amount equal to their annual credit.
- B. Bargaining Unit Members will be allowed to use vacation leave prior to any other leave with the exception of disciplinary suspensions without pay.

Article 13 Retirement

Section 1. Retirement Pension. The City shall continue to properly fund the retirement plan currently provided to City employees. Any changes to the City's current retirement pension plan must provide equal or better Missouri LAGERS benefits to employees.

Section 2. Retirement Plan. The City shall maintain a 401(a) plan, and if an eligible employee elects to contribute to this plan, the City shall match the bargaining unit member's own contributions up to a maximum of two and one-half percent (2.5%) of the employee's annual compensation. Notwithstanding the foregoing, in the event there is any conflict between any terms of this MOU and the 401(a) plan, the latter shall govern the rights and obligations of the City and the bargaining unit employee as it relates to the administration of the 401(a) plan.

Section 3. Retirement Badge. Any officer who elects to retire from employment with the City and accepts retirement under LAGERS, will be issued, upon request, a retirement badge by the City, provided further that the employee was in good standing with the Department and was not the subject of any open and pending internal affairs investigation by the City at the time of retirement.

Article 14 Compensation

Section 1. Pay Plan. Effective with the payroll period commencing on June 25, 2016, the City shall implement the revised pay plan as adopted by the City Council on April 28, 2016 (Ordinance 6215). A copy of Ordinance 6215 is included in the Appendix to this Agreement. To the extent any Bargaining Unit Member has already received their performance evaluation and step increase prior to June 25, 2016, the officer will be placed on the new pay plan as prescribed in Section 2. To the extent any Bargaining Unit Member will not receive their performance evaluation and step increase until after June 25, 2016, their current rate of pay will remain the same until they receive their performance evaluation and step increase, at which time they will be placed as prescribed in Section 2. In the event the current rate of pay for any such employee is below step 1 of the new pay plan, that employee's rate of pay will be increased to step 1, effective June 25, 2016, and will remain at step 1 until they receive a satisfactory performance evaluation, at which time they will fully transition onto the plan as prescribed in Section 2.

Section 2. Step Conversions. In light of the fact that the new pay plan has only 12 steps, Bargaining Unit Members shall be converted from the old pay plan to the new pay plan as follows:

<u>Condrey Pay Plan</u>	<u>New Pay Plan</u>
Step 2	Step 2
Steps 3 and 4	Step 3
Steps 5 and 6	Step 4
Steps 7, 8 and 9	Step 5
Steps 10 and 11	Step 6
Step 12	Step 7
Step 13	Step 8
Steps 14 and 15	Step 9
Step 16	Step 10

Section 3. Salaries. The parties agree to meet no later than September 30, annually, regarding salaries for the next year with respect to pay scale increases and cost of living adjustments.

Section 4. Out of Class Pay. Any Bargaining Unit Members who work out of class for over thirty (30) days shall receive either the minimum rate of pay for such work or their regular rate of pay plus five percent (5%), whichever is higher, retroactive to the date the Bargaining Unit Member was originally assigned to perform such work.

Section 5. Differential Pay. Employees assigned to regularly work the evening shift shall receive an additional fifty cents (\$.50) per hour to their normal rate of pay for each hour actually worked during the second shift. Differential pay is only paid to employees scheduled to work the second shift by their direct supervisor or another superior officer. Employees that are called back to work during the second shift shall not receive differential pay for time worked during the second shift but will be entitled to receive premium pay as provided in Article 15 based on their normal rate of pay. Other employees who switch or trade off to work a differential shift are not entitled to differential pay. The City is not responsible for paying differential compensation regarding the switching/trading off of shifts.

Section 6. Safety Meetings. Each bargaining unit member that attends all required safety meetings and has no chargeable safety accidents is entitled to a day off of the bargaining unit member's normal shift up to twelve (12) hours.

Article 15 Overtime Payment

Bargaining Unit Members will be paid overtime pay in accordance with the City's policies and procedures for all City employees as outlined in the Employee Reference Handbook and Finance Manual.

Any Bargaining Unit Member who is called back to duty outside of their regular scheduled work day will receive a minimum of one and a half (1.5) hours pay at the Bargaining Unit Member's appropriate rate of pay, or receive pay in the amount of one-and-one-half (1 1/2) times the time worked, whichever is greater. This includes being called in during on-call status and court time but excludes shift continuation either at the beginning or end of the shift and is called within eight (8) hours from the end of the employee's shift. Bargaining Unit Members may accumulate compensatory time credit up to a maximum of forty (40) hours. After accumulating forty (40) hours of compensatory time credits, pay will be compensated monetarily.

Absent any emergency or exigent circumstances, the City agrees that it will not require any Bargaining Unit Member to utilize accrued compensatory time provided the employee has not accrued more than forty (40) hours. In the event an employee has a bona fide emergency need, the employee may request the City Administrator for payment of accrued but unused compensatory time, which approval shall be reasonably provided.

Refusal on the part of a Bargaining Unit Member to report for mandatory overtime duty may constitute grounds for disciplinary action, unless said refusal is due to illness and documentation is provided. If a member who has been personally contacted and assigned mandatory overtime refuses to report for duty, the member shall be subject to appropriate disciplinary action.

Notwithstanding the above, during the term of this Memorandum of Understanding absent any emergency or exigent circumstances, if the City intends to amend, change, modify or revise the payment of overtime for any Bargaining Unit Members, the City shall notify the

Lodge of any proposed change in writing at least thirty (30) calendar days prior to the effective date of the future change and the City shall engage in the process of collective bargaining with the Lodge over the change. However, this shall not be construed to prevent the City from taking whatever action is necessary in order to accomplish its mission.

Article 16 Legal Representation

As approved through the City's insurance agency, the City agrees to provide, at its expense, legal counsel chosen by the City to all Bargaining Unit Members in connection with any civil action brought against them arising out of the performance of their duties.

Article 17 Equipment

Section 1. Furnished Equipment. The City shall furnish all Bargaining Unit Members with all required equipment and apparel as so established by the Department, up to the annual uniform allowance designated by the City.

Section 2. Replacements. The City shall pay for the replacement of all Department issued equipment, when no longer serviceable.

The City also agrees that, within the limits of its past practice, it shall pay for the replacement or repair of clothes/uniforms/eye glasses, purchased by the Bargaining Unit Member, when they become damaged or destroyed on duty when the employee is working within the course and scope of their employment, up to a maximum of \$500.00 per item. The City shall not replace or repair any item(s) found to be damaged by officer negligence. The Bargaining Unit Member shall be required to relinquish the property and furnish receipts prior to payment by the City. In the event the City pays for the replacement or repair of any such property, and the employee is separately reimbursed for such costs through any other source, including but not limited to any insurance coverage payments or court-ordered reimbursements, the employee shall re-pay the City for such prior payments.

Article 18 Insurance

Section 1. Life Insurance.

A. Eligibility. All regular full-time Bargaining Unit Members shall be enrolled in the City's group life insurance program as outlined in the Employee Reference Guide.

B. Additional Life Insurance. Bargaining Unit Members shall be given the opportunity to purchase additional life insurance through payroll deduction at competitively bid rates.

Section 2. Health Insurance.

A. General. The City offers a choice of health insurance plans for regular full-time Bargaining Unit Members on a cost-sharing basis as determined annually.

B. Coverage and Cost. The class of coverage selected shall determine the cost share. Payment for health insurance shall be authorized through payroll deductions.

C. Disability. Bargaining Unit Members applying for disability income may remain on the City's group health plan at the City's group rate until the eligibility for these programs is determined, for so long as the Bargaining Unit Member remains a City employee.

Section 3. Dependent Coverage. The City agrees to offer the health insurance plan to spouses and dependent children of Bargaining Unit Members killed in the line of duty as specified by COBRA.

Section 4. Retired Bargaining Unit Member Coverage.

(A) The City agrees to offer its health insurance plan to any bargaining unit member who elects to retire in good standing from the City and accepts retirement under LAGERS at the time of retirement. Provided further, any bargaining unit employee hired prior to October 15, 2009, must have completed at least five (5) years of continuous service immediately prior to retirement in order to be eligible for retiree coverage. Any bargaining unit employee hired on or after October 15, 2009, must have completed at least twenty (20) years of continuous service immediately prior to retirement in order to be eligible for retiree coverage.

(B) An otherwise eligible bargaining unit member is not eligible for retiree coverage in the event of a retirement where such member was under a disciplinary investigation for matters which would warrant termination, if sustained, and which rise to the level of "gross misconduct" as defined by COBRA, 29 U.S.C. § 1163(2), in that such alleged conduct by the bargaining unit member involves intentional, wanton, willful, substantial disregard for or deliberate indifference to the City's interests.

(C) In the event a retired employee subsequently accepts new employment following retirement under LAGERS, either at the time of retirement from the City, or at any time thereafter, and is subsequently employed and eligible to participate in or receive health insurance through the subsequent employer, the retired employee is no longer eligible for retiree health insurance coverage through the City. If the coverage provided through the subsequent employer of the retired employee subsequently ceases, for whatever reason, the retired employee is ineligible for, and will not be allowed to, re-enter or re-enroll in the City's health insurance plan in the future.

(D) If an eligible retired employee's spouse is employed at the time the employee elects retirement with the City of O'Fallon and is eligible to add the retired employee as a covered dependent under the health benefits provided to the employee's spouse from their employer, the retired employee is not eligible for City retiree health insurance at the time of retirement. If the coverage provided through the spouse's employment subsequently ceases, the employee may then elect retiree health benefits from the City, provided such election is made within thirty (30) days of the qualifying event associated with the spouse losing health insurance coverage. In the event an eligible retired employee elects to accept retiree health insurance

coverage either at the time of retirement from their City employment, or within thirty (30) days after their spouse loses qualifying coverage, and thereafter terminates their retiree health insurance coverage received from the City, for whatever reason, the retired employee is ineligible for, and will not be allowed to, re-enter or re-enroll in the City's health insurance plan in the future.

(E) Any eligible bargaining unit employee who elects to accept retiree health insurance coverage shall be solely responsible to pay the premium for such coverage based on the then applicable annual retired employee premium. The insurance plan(s) will be the same as those offered to a regular full-time bargaining unit member until such time as the retiree qualifies for Medicare. Notwithstanding the foregoing, in the event there is any conflict between any terms of this MOU and the City health insurance plan, the latter shall govern the rights and obligations of the City and the bargaining unit employee as it relates to retiree health insurance benefits under the City health insurance plan.

(F) Notwithstanding the above, during the term of this Memorandum of Understanding absent any emergency or exigent circumstances, if the City intends to amend, change, modify or revise the retiree health insurance coverage for any Bargaining Unit Members, the City shall notify the Lodge of any proposed change in writing at least thirty (30) calendar days prior to the effective date of the future change and the City shall engage in the process of collective bargaining with the Lodge over the change. However, this shall not be construed to prevent the City from taking whatever action is necessary in order to accomplish its mission.

Article 19 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 Commissioned Officers within the City geographic limits on their time off from duty, which action would have been taken by an Officer on duty, if present or available, provided that an emergency exists which would constitute a felony violation or any situation causing imminent fear of death or serious injury shall be considered police action, and the Bargaining Unit Member shall have all the rights and benefits concerning such action as if they were on duty. In the event any employee takes such action in such circumstances, the employee shall promptly and immediately notify the supervisory staff of the Department that is on duty of such service.

Section 2. Off-Duty Employment. All Bargaining Unit Members will be allowed to work approved secondary or off-duty employment as outlined in the Police Directive 9.8 as revised on July 8, 2013.

Section 3. Contagious Diseases. The City agrees to provide for inoculation or immunization shots for a Bargaining Unit Member's family when such becomes necessary, as determined by the City's doctor, as a result of the Bargaining Unit Member's exposure to disease in the line of duty. The City shall also provide for all inoculations or immunization shots for Bargaining Unit Members who request it for Hepatitis B and which are approved by the City's

doctor. The City will further provide testing for all diseases requested by the employee to assure that the previously approved immunizations were effective.

Section 4. Employees' Rights. During on duty, regular City Business hours; Bargaining Unit Members may schedule a review of their employee personnel file as maintained in the Human Resources office.

Article 20 Entire Memorandum of Understanding

The rights and responsibilities covered in this Memorandum of Understanding are in addition to the personnel policies and procedures outlined in either the Employee Reference Handbook or the Department Directives. If a conflict exists between this Memorandum of Understanding and either the Charter for the City or the Municipal Code of the City, the Charter or the Municipal Code will prevail. If a conflict exists between this Memorandum of Understanding and either the Employee Reference Handbook or the Department Directives, this Memorandum of Understanding will prevail.

Nothing contained in this Memorandum of Understanding shall limit the ability of the City to amend, change, modify, or revise the terms of this MOU in response to a bona fide emergency such as civil disorders, strikes, tornados, floods, infectious disease outbreaks, or other similar catastrophes as declared by the state or federal government. The City shall make reasonable efforts to return to normal operations as soon as possible after the emergency is declared to be over by the respective governmental body.

The parties further acknowledge that, during the meetings which resulted in the Memorandum of Understanding, 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 meeting and conferring, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum of Understanding.

Therefore, the Chief, the City and the Lodge, for the term and duration of this Memorandum of Understanding, each agree that the other shall not be obligated to meet and confer collectively (but may if mutually agreeable) with respect to any subject or matter referred to or covered in this Memorandum of Understanding unless specifically provided herewithin.

Waiver of any breach of this Memorandum of Understanding by either party shall not constitute a waiver of any further breach of this Memorandum of Understanding.

Article 21 Savings Clause

Should any term or provision of this Memorandum of Understanding 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 Memorandum of Understanding will continue in full force and effect.

If any article or section of this Memorandum of Understanding shall be held invalid by operation of law or by any tribunal, the remainder of the Memorandum of Understanding shall not be affected thereby. The parties shall then enter into immediate discussion for the purpose of arriving at a mutually satisfactory replacement for such article or section. Nothing herein shall detract from the Chief or the City's right to terminate this Memorandum of Understanding in accordance with state law.

Article 22 Duration

This Memorandum of Understanding shall become effective upon its execution, and shall terminate on the close of business on December 31, 2018. Either party desiring to engage in collective bargaining in order to enter into a new Memorandum of Understanding shall give notice of the same on or before July 1, 2018, and shall agree to meet initially on or before August 1, 2018. Failure to do so shall result in this Memorandum being automatically renewed for a period of one (1) year. In the event notice of reopening is served, this Memorandum shall continue in full force and effect until either a new Memorandum is signed by the parties or March 31, 2019 (or March 31 following any annual renewal), whichever event occurs first.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING ON THE DATE WRITTEN BELOW.

City of O'Fallon, Missouri a City of St. Charles County, Missouri

By: _____ Date: _____

Attest:

_____, City Clerk

Approved As To Form:

_____, City Attorney

City of O'Fallon, Missouri Police Department

By: _____, Chief Date: _____

Fraternal Order of Police, Lodge 15/ O'Fallon Police Officer's Association

By: _____, President, Date: _____
Fraternal Order of Police, Lodge 15

By: _____, President, Date: _____
O'Fallon Police Officer's Association

BILL NO. **6730**

ORDINANCE NO. **6215**

Sponsored by: Mayor Hennessy, Council members Lucas, Hinman,
Mack, Herweck, Battelle, Haman, Howell, Schwentker,
Pheney and Cook

AN ORDINANCE AMENDING THE 2016 BUDGET FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016, FOR THE CITY OF O'FALLON, MISSOURI, AND PROVIDING FOR THE APPROVAL OF EXPENDITURES MADE PURSUANT TO SAID BUDGET.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, STATE OF MISSOURI, AS FOLLOWS:

Section One: The amendments to the current budget, detailed in Exhibit "A", are hereby approved as modifications to the budget for the City of O'Fallon beginning January 1, 2016 and ending December 31, 2016.

Section Two: The amended revenues and expenditures provided in the form of budgets marked Exhibit "A" are hereby approved subject to the provisions of the laws of the State of Missouri and of the City of O'Fallon, and such expenditures are authorized provided compliance with all applicable State Laws and City Ordinances first occurs.

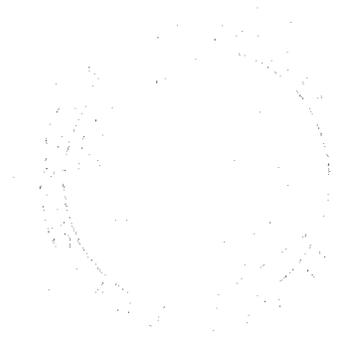
Section Three: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI THIS 28 DAY OF APRIL, 2016.

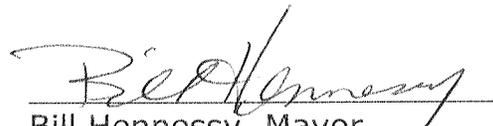

Presiding Officer

Attest:

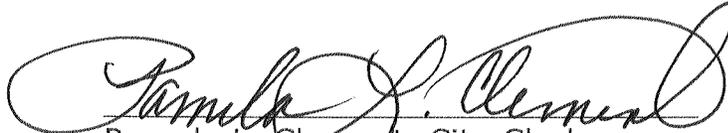

Pamela L. Clement, City Clerk



APPROVED BY THE MAYOR ON THIS 28 DAY OF APRIL, 2016.


Bill Hennessy, Mayor

Attest:


Pamela L. Clement, City Clerk



Approved as to Form:


Kevin M. O'Keefe, City Attorney

**City of O'Fallon
Proposed Wage Plan - FY 2016**

Grade	1	2	3	4	5	6	7	8	9	10	11	12	
P1	\$51,750.40	\$53,372.80	\$55,078.40	\$56,825.60	\$58,635.20	\$60,507.20	\$62,420.80	\$64,417.60	\$66,456.00	\$68,577.60	\$70,761.60	\$73,008.00	Officer
P2	\$62,046.40	\$64,022.40	\$66,060.80	\$68,161.60	\$70,324.80	\$72,571.20	\$74,880.00	\$77,251.20	\$79,705.60	\$82,243.20	\$84,864.00	\$87,547.20	SGT
P3	\$69,409.60	\$71,614.40	\$73,881.60	\$76,232.00	\$78,665.60	\$81,161.60	\$83,740.80	\$86,403.20	\$89,148.80	\$91,977.60	\$94,910.40	\$97,926.40	LT
P4	\$78,000.00	\$80,475.20	\$83,033.60	\$85,675.20	\$88,400.00	\$91,208.00	\$94,120.00	\$97,115.20	\$100,193.60	\$103,376.00	\$106,662.40	\$110,073.60	CPT
P5	\$86,673.60	\$89,419.20	\$92,268.80	\$95,201.60	\$98,238.40	\$101,358.40	\$104,582.40	\$107,910.40	\$111,342.40	\$114,878.40	\$118,539.20	\$122,304.00	Major
P6	\$97,406.40	\$100,505.60	\$103,708.80	\$106,995.20	\$110,406.40	\$113,900.80	\$117,540.80	\$121,264.00	\$125,132.80	\$129,105.60	\$133,203.20	\$137,446.40	Chief

Revisions from proposed scale Exhibit B include:

- Major's scale - step 1 becomes = \$86,673.60
- Major's top salary becomes = \$122,304.00 (separation between ranks top scale)
- Chief Scale slides step 1 becomes 2, new step 1 = \$97,406.40
- Chief's top salary becomes = \$137,446.40