

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN:**

**ST. LOUIS COUNTY, MISSOURI  
&  
ST. LOUIS COUNTY POLICE  
ASSOCIATION, FRATERNAL ORDER OF  
POLICE, LODGE 111**

**11/16/2016 Final Draft for Approval**

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## **PREAMBLE**

This Agreement is entered into by St. Louis County, Missouri (“County”), a body corporate and politic and a political subdivision of the State of Missouri, duly organized under a special charter in accordance with the provisions of Article VI, Section 18 of the Constitution of the State of Missouri, with all the powers and duties of counties prescribed by the Constitution and laws of the State of Missouri and the Charter and Ordinances of St. Louis County, Missouri, (hereinafter referred to as the “Employer”), and the St. Louis County Police Association, Fraternal Order of Police, Lodge 111 (“Association”). The purpose of this Agreement is to provide an orderly relationship between the Employer and the Association representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Association to work together to provide and maintain satisfactory terms and conditions of employment. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, upon the approval of the County Executive and the Association; and upon ratification by the St. Louis County Council and the Association; by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 1 – RECOGNITION**

### **Section 1. Unit Description**

The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for matters related to wages, hours, and other terms and conditions of employment of all full-time permanent commissioned personnel of the St. Louis County Police Department (“Department”) holding the rank of Police Officer or Probationary Police Officer and assigned to a Police Officer or Probationary Police Officer position. After successfully completing the initial probationary period as a police officer, no Bargaining Unit Member shall be considered a Probationary Officer for the purposes of this Agreement.

### **Section 2. Definitions**

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used:

1. “Agreement” means this collective bargaining contract\memorandum of understanding between St. Louis County, Missouri and the Association.
2. “Association” means the St. Louis County Police Association, Fraternal Order of Police, Lodge 111, and its officers and representatives authorized to act on its behalf.
3. “Association Representative” means any St. Louis County Police Association executive board officer or designated representative and/or legal counsel.

4. “Bargaining Unit Member” shall mean all full time permanent commissioned officers of the St. Louis County Police Department holding the rank of Police Officer or Probationary Police Officer and assigned to a Police Officer or Probationary Police Officer position; provided however, during the term of their probation, probationary officers will not be able to file grievances or appeals concerning any disciplinary decisions, layoffs, performance related documents, the Department’s decision that a probationary officer has not completed the terms of his probation, or a decision to extend a probationary officers probationary for up to six months . It is further understood that a probationary officer is an at- will employee except to the extent of applicable provisions of this Agreement.
5. “Chief” means the Superintendent of Police of the St. Louis County Police Department or his lawful designee.
6. “Department” means the St. Louis County Police Department.
7. “Employer” means St. Louis County, Missouri, its designees and or successors.
8. “Employee” means only Bargaining Unit Members covered by this Agreement.

## **ARTICLE 2 – NON-DISCRIMINATION**

### **Section 1. Prohibition Against Discrimination**

The Employer and Association agree not to discriminate against any Bargaining Unit Member on the basis of race, sex, creed, religion, color, age, national origin, political opinion, beliefs, or affiliation, mental or physical handicap, sexual orientation, or gender identity, in discipline or in any term or condition of employment, unless such differing treatment is a bona fide occupational qualification based on assignment particulars.

### **Section 2. Association Membership or Activity**

Neither the Employer nor the Association shall interfere with the right of Bargaining Unit Members to become or not become members of the Association, and there shall be no discrimination or retaliation against any such Bargaining Unit Member because of lawful Association membership or non-membership activity or status.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

Except as otherwise expressed in this Agreement, the Association recognizes that the Employer possesses the sole and exclusive right to operate and direct all Bargaining Unit Members, in all aspects, including, but not limited to, all rights and authority granted by law including those rights and powers granted by Missouri law.

Management rights include, but are not limited to, the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

- (a) To maintain executive management and administrative control of the Police Department and its properties and facilities and the staff;
- (b) To plan, direct, control, assign and determine the operations or services to be conducted by Bargaining Unit Members;
- (c) To determine the methods, processes, means, job classifications and number of personnel by which the Police Department operations are to be conducted;
- (d) To select, hire, promote, schedule, train, transfer, assign and evaluate work of Bargaining Unit Members;
- (e) To direct and supervise the entire working force of the Police Department, including the establishment of work standards;
- (f) To demote, suspend, discipline, or discharge Bargaining Unit Members for cause;
- (g) To make, add, delete, alter, and enforce procedures, rules and regulations;
- (h) To introduce new or improved methods, equipment or facilities;
- (i) To contract out for goods and services;
- (j) The right to develop policy regarding selection and training programs for Bargaining Unit Members;
- (k) The right to formulate, change, modify, and enforce departmental rules, regulations and policies;
- (l) The right to determine the safety, health and property protection measures for the Department;
- (m) The placing of services or other work with outside contractors or other agencies or departments of the Employer; and
- (n) The right to take whatever actions necessary to carry out the mission of the Employer in situations of emergency.

All rights not otherwise provided to the Bargaining Unit Members in this Agreement are management rights.

## **Section 1. Other Employment**

### **A. General**

The regulation of secondary employment is necessary to maintain an efficient organization that

is mentally and physically alert. Public order and safety will thereby be better preserved. In addition, such regulation will prevent potential conflicts of interest and loss of public image because of the type of employment engaged in by Bargaining Unit Members.

## B. Definitions

1. Secondary employment shall be defined as any and all employment engaged in by any Department personnel during off-duty hours, holidays, vacation or recreation periods with any employer other than St. Louis County Police Department, including a self-employed business.
2. Conflict of interest means a conflict between a Bargaining Unit Member's personal interest (or the interest of her secondary employer) and the duty of the Bargaining Unit Member to the Police Department and to the public.

## C. Application Procedure

1. Prior to engaging in any secondary employment or business, a Bargaining Unit Member shall complete the Secondary Employment Application Request (F-145).
  - a. A Secondary Employment Application Request (F-145) shall be completed in all cases.
  - b. The information on the Secondary Employment Application Request shall be complete and accurate as rendered by the applicant, and submitted through the applicant's chain of command to the Chief. Each shall review and endorse the application recommending approval or disapproval. When disapproval is noted, reasons for the disapproval shall be indicated. The request shall be forwarded to the Chief as soon as possible.
  - c. The Chief of Police shall have final authority to either approve or deny a request for secondary employment. If a request is denied, a Bargaining Unit Member may submit a memorandum through the chain of command seeking a review by the Chief.
  - d. Upon approval of the Secondary Employment Application Request (F-145), the Bargaining Unit Member will receive a copy of the form that will serve as the authorization to work. Secondary employment may begin prior to signed approval by the Chief; however, such employment must be clearly within the restrictions established in this Article.
  - e. The Secondary Employment Application Request (F-145), when approved by the Chief, will be authorization to work for a period of not more than one (1) calendar year, or until termination of the specific employment that was authorized. All permits shall expire December 31 of each year. Any secondary employment performed after expiration of the permit will be deemed to be without permission. The permit also authorizes only such work as specifically designated on the permit.

## 2. Annual Application Period

- a. As permits to work secondary employment expire on December 31 of each year, renewal of the permit may only be accomplished by submitting an Annual Secondary Employment Application (F-145A).
- b. Bargaining Unit Members should submit the annual applications to their supervisor by December 1 of each year. The information on the request shall be complete and accurate as rendered by the applicant, and submitted through the applicant's chain of command to the Chief. Each shall review and endorse the application recommending approval or disapproval. When disapproval is noted, reasons for the disapproval shall be indicated. If an application contains multiple employers, the specific employer being disapproved will be noted. The request shall be forwarded to the Chief as soon as possible.
- c. The Chief of Police shall have final authority to either approve or deny a request for secondary employment. If an application contains more than one employer and the Chief does not approve all of the employers, the application will be sent back to the Bargaining Unit Member with the reasons for disapproval indicated. The Bargaining Unit Member must complete a new application without the disapproved employer(s) and resubmit it for approval.
- d. If a request for any secondary employment is denied, a Bargaining Unit Member may submit a memorandum through the chain of command seeking a review by the Chief. This request for review will be done separately from any application for other secondary employment.

## D. Departmental Responsibilities

1. A Bargaining Unit Member, while engaged in secondary employment, shall at all times take proper action on any offense or condition of which he has, or acquires, knowledge and which normally would require police attention including arrest and the making of reports.
2. In all cases of secondary employment, the primary duty, obligation, and responsibility of a Bargaining Unit Member is at all times to the Department. Therefore, if a Bargaining Unit Member is required to report to duty during off-duty days or to work overtime, secondary employment will not conflict with those primary duties to the Department.

## E. Requirements of Secondary Employment

1. The following rules and regulations shall govern all Bargaining Unit Members engaged in secondary employment. Violations, thereof, may result in cancellation or revocation of the working permit. Any remedial action taken pursuant to the provisions of this section shall not be considered as disciplinary action and shall not preclude the Chief of Police from taking formal disciplinary action in appropriate cases.

2. The Chief of Police will consider all secondary employment on an individual basis; however, without prior written approval of the Chief, no Bargaining Unit Member shall work:
- a. At any employment or in any location which will tend to bring the Department into disrepute or to reduce his/her efficiency or usefulness as a Department employee;
  - b. In any employment requiring any affiliation, membership or allegiance tending to influence his/her conduct in a manner inconsistent with the proper discharge of duties as a police officer or with loyalty to the Department or in the public interest;
  - c. In police uniform at the performance of tasks other than of a police nature, and then only in or on such premises or places as are approved by the Chief;
  - d. In any business or location where the manufacture, transportation or sale of alcoholic beverages or beer by the drink is the principal business;
  - e. In any employment involving the towing of vehicles, emergency ambulance service (does not include volunteer firefighter/paramedic services) or as a taxi cab driver or for any business or service that has a contract with the St. Louis County Police Department;
  - f. In any employment requiring the service of civil process either full or part time;
  - g. On investigations or other work in which the Bargaining Unit Member may avail himself of access to police information, records, files or correspondence as a private investigator or private detective or in any other capacity where the primary purpose of such employment is to gather information for, or appear as a witness in, a civil or criminal action;
  - h. For any other municipality or state office at a police task;
  - i. For a business or company that is on strike;
  - j. In excess of a total of 72 hours per calendar week, including regular assignment, overtime and secondary employment;  
  
Example: Police Officer Doe has a total of 72 hours he can work during the calendar week and he has already worked 50 hours for the Department. He will then be allowed to work 22 hours at secondary employment during the week;
  - k. As a private watchman or security officer for a private security agency, security firm or security corporation or as an investigator for another government agency; or
  - l. In any secondary employment during duty hours; including the scheduling of other Bargaining Unit Members or employees for secondary employment.



3. Secondary employment is prohibited during medical leave or leave in conjunction with an on-duty injury (including regularly scheduled days off that occur during the leave) until the Bargaining Unit Member has reported back to duty. If a Bargaining Unit Member wants to work secondary employment while on limited duty, a Secondary Employment Application Request (F-145) must accompany the request for a limited duty assignment.
4. All Bargaining Unit Members shall comply with the Federal and State guidelines for reporting of income from secondary employment for income tax purposes.
5. The St. Louis County Government will not reimburse Bargaining Unit Members engaged in those activities related to arrests made during secondary employment, including court appearances, warrant application and report writing where secondary employment consist of performing a police task.
6. Any Bargaining Unit Member working secondary employment shall complete the Bi-Weekly Secondary Employment Report (F-146) listing any hours worked on secondary employment. Bargaining Unit Members having access to the computerized Bi-weekly Secondary Employment forms through the Department's Personnel site shall enter any hours worked electronically.

#### F. Conflict of Interest, Removal from Assignment

1. If, after a Bargaining Unit Member has entered upon a secondary employment, a conflict or imminent conflict arises between the Bargaining Unit Member's police duties and the interest of his secondary employer, the Bargaining Unit Member shall be removed from any case, investigation or other matter involving the secondary employer and another Bargaining Unit Member or Department employee shall immediately be assigned to take the Bargaining Unit Member's place on such case, investigation or other matter.
2. It shall be the duty of all Bargaining Unit Members to report to their supervising officers the fact of such a conflict or imminent conflict of interest. All cases of such actual or imminent conflict of interest shall also be reported forthwith, through channels, to the Chief of Police.

## **Section 2. Civil-Emergency Conditions**

If, in the sole discretion of the Employer, it is determined that civil, community, or public health emergency conditions exist, including but not limited to civil disorders, strikes, tornadic conditions, floods, infectious disease outbreaks, or other similar catastrophes, upon oral notice to an Association representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended. Any suspension of this Agreement shall not limit the protections granted by the terms of this Agreement after return to normal operations. The Employer shall return to normal operations as soon as possible after the civil emergency or public health emergency is declared to be over by the Employer. After the Employer has

returned to normal operations (when the suspension of this Agreement has ended), the grievance procedures of Article 9 of this Agreement may be invoked for matters unrelated to the emergency conditions that occurred during the emergency conditions. Employer conduct that would otherwise violate this agreement but for the emergency condition and the suspension of this Agreement, but that is related to the emergency, does not violate this Agreement and no such matters may be grieved. Any time limitations regarding the filing of, or responding to, any grievance occurring during the Agreement suspension will be extended by the amount of time the Agreement was suspended.

### **Section 3. Sole Authority**

a. Business Function. The Employer has the sole authority to determine its purpose, mission, goals, and the amount of its budget and the allocation of the budget to functions and operations of the Employer. It is understood by the parties to this Agreement that a part of the Employer'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. Because of these changing funding sources, it is understood by the parties that the Employer may be required to eliminate or significantly reduce some or any of its operations, programs, work, and activities requiring the termination of Bargaining Unit Members assigned to the respective areas of concern and funding, subject to the layoff provisions of this Agreement.

b. Financial Exigency. If at any time, at the sole discretion of Employer, it is determined that exigent financial conditions exist, the provisions of this Agreement may be suspended by Employer during the time of the declared financial exigency. For the purposes of this Article, financial exigency will be defined as the declaration by the Employer's Director of Administration and certified by the Employer's outside financial consultant that the Employer's General Fund has a current or projected absence of sufficient funds (appropriated or non-appropriated), and that the budget can only be balanced by extraordinary means. Employer shall make reasonable efforts to return to normal operations as soon as possible after the financial exigency is declared to be over by Employer.

### **Section 4. Past Practice**

The Employer may continue any provisions of the Department's written directive system that are not in conflict with the terms of this Agreement, St. Louis County Charter or Ordinances, or the General Orders of the Department, until such time as the County may elect to change the same. The Employer shall give the Association at least thirty days' advance notification of a proposed change (or in the event of an emergency, notification as soon as possible). At the request of the Association, such request to be made within ten days of the notification, the parties shall first engage in negotiations over such proposed changes not specifically contemplated by this agreement. Continuation of any past practices after the effective date of this Agreement shall not create a binding past practice unless the County and the Association specifically agree to the same in a writing signed by both parties.

### **Section 5. Contracting Out**

Employer reserves the right to contract out any work it deems necessary. The exercise of such right shall not be subject to the grievance procedures set out in this Agreement. This provision shall not cause the layoff or termination of any Bargaining Unit Member.

### **Section 6. Alternatives to Traditional Disciplinary Action**

Upon the consent of the Chief and any Bargaining Unit Member alleged to have violated any term or condition of employment which could subject the Bargaining Unit Member to disciplinary action, including reprimands or suspension, nothing in this Agreement shall prevent alternative means of discipline, including but not limited to successful conflict resolution between the Bargaining Unit Member and a member of the public or educational discipline, including but not limited to mandatory attendance at remedial classes.

## **ARTICLE 4 – DUES DEDUCTION**

### **Section 1. Association Membership**

Membership in the Association shall be open to Bargaining Unit Members in accordance with the Association's Constitution and By-Laws.

### **Section 2. Dues Deduction**

Upon receipt of a written and signed authorization form (attached as Appendix A) from a Bargaining Unit Member, the Employer shall deduct the amount of Association dues and initiation fee, if any, set forth in such form, and shall remit such deductions per pay period to the Association at the following address, so long as not withdrawn in writing by the Bargaining Unit Member:

8816 Manchester Road #410  
St. Louis, MO 63144

Each Bargaining Unit Member shall advise the Employer of any change or cancellation in dues deductions, in writing, at least sixty (60) days prior to its effective date.

### **Section 3. Fair Share**

At the discretion of the Association, any present Bargaining Unit Member who is not a dues paying member of the Association may be required by the Association to pay a fair share of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of dues paying members. All Bargaining Unit Members hired on or after the effective date of this Agreement and who have not made application for membership to the Association may, on or after the thirtieth (30th) day of their hire, also be asked to pay a fair share as defined above. Upon request of Employer, Association shall provide Employer with all information reasonably requested for the purpose of determining whether the fair share amount is appropriate and does not include amounts for inappropriate expenses. The Employer shall in

no way participate in the decision-making process as to whether the Association elects to require Bargaining Unit Members to pay any share amount. The Employer shall, upon request by the Association, with respect to any Bargaining Unit Member on whose behalf the Employer has not received a written authorization for dues deduction as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Association on the Tuesday following the issuance of pay from which the deduction is made, subject only to the following:

(a) The Association has certified to the Employer that the affected Bargaining Unit Member has been delinquent in his obligation for at least thirty (30) days;

(b) The Association has certified to the Employer that the affected Bargaining Unit Member has been notified in writing of the provisions of this Article and that the Bargaining Unit Member has been advised by the Association of his obligations pursuant to this Article and of the manner in which the Association has calculated the fair share fee;

(c) The Association has certified to the Employer that the affected Bargaining Unit Member has been given a reasonable opportunity of no less than thirty (30) days to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Bargaining Unit Member and the Association for the purpose of determining and resolving any objections the Bargaining Unit Member may have to the fair share fee;

(d) Upon objection by the Bargaining Unit Member based on bona-fide religious grounds, the fair share obligation may be paid to The Backstoppers, Inc.; and,

(e) The Bargaining Unit Member has sufficient funds, after all other deductions, remaining in the Bargaining Unit Member's paycheck from which the owed amount may be deducted.

#### **Section 4. Indemnification**

The Association shall defend, indemnify and hold harmless the Employer from any and all liability arising out of any claim or cause of action, whether in law or equity, brought by any Bargaining Unit Member as a result of deductions being taken pursuant to this Article.

## **ARTICLE 5 – NO STRIKE/NO LOCKOUT**

#### **Section 1. No Strike Commitment**

Neither the Association nor any of its officers or agents may call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, unauthorized absence, picketing of the Department over terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Association nor any Bargaining Unit Member shall refuse to cross any picket line.

## **Section 2. Performance of Duty**

It is recognized that Bargaining Unit Members may be required in the line of duty to perform duties growing out of or connected with labor disputes. The Association agrees that no disciplinary action or other action will be taken by the Association against any Bargaining Unit Member by reason of any such action or conduct in the line of duty.

## **Section 3. Resumption of Operations**

In the event of action prohibited by Section 1 above, the Association immediately shall disavow such action and request the Bargaining Unit Members to return to work, cease work slowdown or cease all other actions prohibited by Section 1 and shall use its best efforts to achieve a prompt resumption of normal operations. The Association, including its officials and agents, shall not be liable to Employer for any damages, direct or indirect, upon complying with the requirements of this Section.

## **Section 4. Discipline of Strikers**

Any Bargaining Unit Member who violates the provisions of Section 1 of this Article may be subject to immediate discharge. Any action taken by the Employer against any Bargaining Unit Member who participates in any action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

## **Section 5. No Lockout**

The Employer will not lock out any Bargaining Unit Member covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Association.

# **ARTICLE 6 – ASSOCIATION RIGHTS**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

## **Section 1. Released Time for Association Meetings**

Subject to the need for orderly scheduling and emergencies, the Employer agrees that members of the Association's Executive Board, limited to seven (7) Bargaining Unit Members, shall be permitted reasonable time off within a calendar year, not to exceed sixteen (16) hours per Bargaining Unit Member, without loss of pay, to attend general, board, special meetings of the Association, provided that at least one hundred sixty-eight (168) hours' notice of such meetings shall be given in writing to the Commander of Staff Services, and provided further that the names of such officials and Bargaining Unit Members shall be certified in writing to the Commander of Staff Services. Use of electronic mail (e-mail) satisfies the "in writing" requirement of this section. The certified Bargaining Unit Members shall not modify their

schedule in an effort to be on duty at the time a general, board or special meeting of the Association is scheduled. The Association Executive Board will make every attempt to use the day on the Association's regularly scheduled meeting date.

## **Section 2. Fraternal Order of Police Delegates**

Any Bargaining Unit Member, limited to not more than three Bargaining Unit Members, chosen as a delegate to a Fraternal Order of Police State or National Conference, or to attend training and conferences, will, upon written application approved by the Association and submitted to the Commander of Staff Services with at least fourteen (14) days' notice, be given twenty-four (24) hours off per calendar year without the loss of pay to attend such events. The number of hours under this Section shall be limited to a maximum of twenty-four (24) hours per year, per Bargaining Unit Member. Requests for attendance shall be subject to the approval of the Employer which shall not be unreasonably denied.

## **Section 3. Association Negotiating Team**

No more than two (2) Bargaining Unit Members designated as being on the Association negotiating team who are scheduled to work during the hours in which negotiations will occur, shall, for the purpose of attending scheduled negotiating sessions with the Employer, be excused from their regular duties without loss of pay. This excuse without loss of pay shall be limited to twenty-four (24) hours per total negotiating process, per Agreement, per Bargaining Unit Member negotiating designee. Upon completion of each negotiation session within the total negotiation process, each Bargaining Unit Member shall immediately return to duty assignment as scheduled. If a designated Association negotiating team Bargaining Unit Member is in regular day off status on the day of negotiations, he will not be compensated for attending the session.

## **Section 4. Bargaining Unit Member List**

The Employer will furnish the Association with a current list of all Bargaining Unit Members on a quarterly basis, identifying the Bargaining Unit Member's name, Department Serial Number, and date of appointment.

## **Section 5. Bulletin Boards**

The Employer agrees to furnish bulletin board space in convenient places in work areas to be used by the Association solely for notices to its members, as reasonably requested by the Association. Employer reserves the right to remove any expired materials or any materials that violate any General Orders or Policies. For the purpose of this section, "notices" shall be limited to information regarding Association meetings, rights, benefits, and any other information all of which must be mutually agreed upon by the Commander of Staff Services and the Association.

## **Section 6. Electronic Mail system**

The Employer will permit the President or Vice-President of the Association to use the Department's electronic mail system for the purpose of notifying members of the date, time and location of a general membership meeting, and any other information mutually agreed upon in writing by the Commander of Staff Services and the Association. In the event Bargaining Unit Members send the President or Vice-President of the Association electronic mail not pertaining to the date, time, and location of a general membership meeting and/or any other information mutually agreed upon in writing by the Commander of Staff Services and the Association, the President or Vice-President will inform the Bargaining Unit Member of the correct, non-department, non-Employer email address to send their inquiry.

### **Section 7. Recruit Class Announcement**

The Employer shall allow the Association a period of time not to exceed one (1) hour to address each recruit class relating to information about the Association and this Agreement. This address must occur in the morning prior to the start of Police Academy instruction, or in the afternoon after the completion of Police Academy instruction, and attendance by recruits shall be voluntary. Any recruit or Bargaining Unit Member participating shall not be compensated for attendance at this address.

### **Section 8. Distribution of Agreement**

Within thirty (30) days after this agreement is approved by the St. Louis County Council, and executed by the County Executive and the Association, the Employer shall display the agreement and any benefit plans it incorporates on the St. Louis County Police intranet website which is password protected so that it is accessible to Bargaining Unit Members.

### **Section 9. Leave Not Work-Related**

All leave outlined in this Article is not considered a detachment, is considered time off, and is considered not work-related.

### **Section 10. Voluntary Benefits**

The Association may, at its discretion, provide its members with the opportunity to purchase voluntary supplemental insurance benefits through the Association via payroll deduction. Any Association member desiring to purchase said benefits shall complete a signed authorization form identifying the member and prescribing the amount of the bi-weekly payroll deduction to be withheld for the premium of said benefit and whether or not such funds should be withheld from pre-tax earnings or after-tax earnings. The Employer agrees to withhold the premium from the authorizing employees bi-weekly pay and submit same to the Association within seven (7) days of withholding said funds. The Employer further agrees that it will accommodate at least two signup sessions per plan year at each police precinct and at police headquarters for each year that the Association offers such benefits.

## **ARTICLE 7 – INVESTIGATIVE RIGHTS**

### **Section 1. Investigative Procedures**

All investigations, disciplinary actions and all other proceedings initiated prior to the effective date of the Agreement, including but not limited to all pending matters, shall continue to be governed by the rules and procedures stated in the St. Louis County Police Department's Conduct and Discipline Manual that was in effect prior to this Agreement.

A Bargaining Unit Member shall have the right, upon reasonable notice to the Bureau of Professional Standards (BPS), to view his BPS history and to take notes during the viewing, but cannot leave with any documents.

A Bargaining Unit Member shall have the right to request Association representation during all formal BPS investigatory interviews. Prior to a formal BPS investigatory interview, the Bargaining Unit Member shall be presented with the BPS complaint and the "Employee Interview Notification Form," attached and incorporated herein as Attachment 1. If the Bargaining Unit Member makes a request for an Association Representative to be present, the Employer may either: (1) stop questioning until the representative arrives, or (2) begin questioning after two (2) hours from the receipt by the Bargaining Unit Member of either the written summary of the complaint or the actual complaint, regardless of whether the Association Representative is present.

During a formal BPS investigatory interview, Employer must present the Bargaining Unit Member, and the Association Representative, if present, the BPS complaint. The Association Representative may speak privately for up to thirty (30) minutes with the Bargaining Unit Member prior to the interview.

During the questioning, the Bargaining Unit Member may ask for clarification of a question. During the interview, the Association Representative shall not advise the Bargaining Unit Member how to answer a question or direct the Bargaining Unit Member not to answer a question. The Bargaining Unit Member must answer all questions asked fully and honestly. During the interview, the Association Representative can only object to intimidating tactics by the interviewer. The objection must be a speaking objection, recorded for the record at the time of the objection, and must be limited to identifying who is making the objection and the specific interviewing tactics that is thought to be objectionable. The interviewer may then make a statement for the record in response to the objection. Despite any objections, the Bargaining Unit Member must answer the interviewer's questions. The Association Representative may speak to attempt to calm the Bargaining Unit Member. Prior to the conclusion of the formal BPS interview, the Bargaining Unit Member and the Association Representative may each make any additional responses related to the allegations against the Bargaining Unit Member. The interviewer may also make concluding remarks.

For purposes of this Article, Association Representative shall be any designated Bargaining Unit Member or legal counsel whose name shall appear on an approved list. The list shall contain no more than ten names at any one time. The list of approved Association Representatives will be provided to the Employer and updated as necessary, but no more than monthly. Designated Association Representatives who are Bargaining Unit Members shall be excused from their regular duties to serve as an Associated Representative under this Article for



up to four (4) hours per week per Association Representative without loss of pay. The four (4) hours authorized per week in this Section shall be a combined four (4) hours with the hours authorized in Article 9. If the Association Representative is scheduled off from work when serving as the Association Representative, he shall not receive any pay, he shall not accrue or use any compensatory time and he shall be deemed to be acting in the sole capacity and benefit of the Association, not the Employer. An employee may not change or alter his regularly assigned schedule in order to serve as an Associated Representative without loss of pay. In lieu of an Association Representative, a Bargaining Unit Member may choose to have a supervisor accompany said Member at a proceeding described under this Article.

### **Section 2. Officer Involved Shooting Investigations**

The parties agree that the Employer shall establish, within a reasonable period of time following the ratification of this agreement, an Officer Involved Shooting (OIS) Policy that provides for procedures related to on and off-duty incidents wherein a Bargaining Unit Member discharges his or her firearm while acting in the course and scope of employment. The Employer agrees to provide the Association with a draft OIS Policy. If the Association fails to concur with the proposed policy, the Parties agree to meet and confer for the purpose of reaching agreement on a policy.

### **Section 3. Release of Officers' Names in OIS Incidents**

The Employer agrees that it shall not release the name(s) of Bargaining Unit Members who are involved in an OIS incident unless the employee is criminally charged or an order is issued by a court of competent jurisdiction compelling the release of the officer's name or as otherwise required by law. When a court order is issued in such a matter, the Employer agrees to make every reasonable effort to notify the Association of such order so that the Association may intervene with the courts on behalf of the Bargaining Unit Member if it so desires.

## **ARTICLE 8 – PERSONNEL FILES**

Bargaining Unit Members may review their personnel file and training file records maintained by the Employer and the St. Louis County and Municipal Police Academy, to ensure that the files and records are up-to-date and reflect the Bargaining Unit Member's current rank, job, pay status and training received. A review form provided by the Employer shall be completed by the Bargaining Unit Member and provided to the Employer immediately after the review of such records.

## **ARTICLE 9 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 1. Dispute Resolution and Grievance Procedure for Violations of this Agreement**

#### **A. Definition of a Contract Grievance**

A contract grievance is defined as an alleged violation of this Agreement by the Employer or the Association, regarding the application of a provision of this Agreement. Grievances may be initiated by the Employer, the Association, or a Bargaining Unit

Member; provided however, the Association shall make the decision whether a grievance initiated by a Bargaining Unit Member will be pursued through steps of the procedure, mediation and arbitration.

All references to grievances and grievants in this section shall be deemed to be references to contract grievances and contract grievants. This Contract Grievance procedure is not meant to replace or supplement the separate and distinct Department Grievance procedure established under General Order 07-25 for the purpose of addressing disputes by individual employees aggrieved by the application or interpretation of a Department rule, regulation, policy or order.

## B. Representation

Contract Grievances may, at the discretion of the Association, be processed by the Association on behalf of a Bargaining Unit Member or on behalf of a group of Bargaining Unit Members (“grievant” or “grievants”) if the alleged violation relates to a change in policy without the opportunity for negotiation, safety or a matter that substantially affects the entire Bargaining Unit or a significant portion of the Bargaining Unit Members. For all other alleged violations, an affected Bargaining Unit Member must be a signatory to the contract grievance. The grievant or grievants to the contract grievance will be represented by a duly authorized Association Representative who will present the grievance on their behalf. If the Association chooses not to pursue any contract grievance, then the alleged violation is waived and no further action may be taken in regard to the issue by the initiating Bargaining Unit Member or the Association. Contract grievances must be filed within ten (10) days of when the grievant, the Association or any Association Representative knew or reasonably should have known of the alleged violation. Contract grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group. Bargaining Unit Members may serve as the Association Representative for up to four (4) hours per week without loss of pay. The four (4) hours authorized per week in this Section shall be aggregated with the hours authorized in Article 7 and elsewhere in this Article. If the assisting Bargaining Unit Member is scheduled off from work when serving as the assisting Bargaining Unit Member, he shall not receive any pay, he shall not accrue or use any compensatory time and he shall be deemed to be acting in the sole capacity and benefit of the Association, not the Employer. An employee may not change or alter his regularly assigned schedule in order to serve as an assisting Bargaining Unit Member without loss of pay. –

## C. Subject Matter

Unrelated issues shall not be addressed in the same grievance. A contract grievance shall contain a written statement of the grievance, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the Association Representative and/or the affected Bargaining Unit Member as required in this Section or the Employer in the event of an Employer-initiated grievance, and the date. Either party may request of the other that parallel contract grievances of a similar

nature be consolidated at any time but no party is bound to consolidate any grievances.

#### D. Withdrawal and Advancement of Contract Grievances

Contract grievances may be withdrawn at any step of the grievance procedure, prior to resolution at that step, without precedent.

Any grievance that is not filed within the time limits set forth in this Article and/or advanced within the time limits set forth in this Article will be considered to be abandoned and waived. Any grievance not advanced within the designated time limits will be treated as resolved based on the last response.

Any deadlines provided within this Article may be stayed by agreement of both parties for any purpose including immediate informal dispute resolution prior to or during the grievance process. If or when one side chooses to end the stay or to disengage in informal dispute resolution, the stay will be lifted and any deadlines will resume from that date forward in accordance with this Article.

#### E. Grievance Processing

1. No Bargaining Unit Member or Association Representative shall leave his work assignment to investigate, file or process contract grievances without first securing permission of his supervisor. In the event of a contract grievance, the grievant shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment unreasonably endangers his safety outside the normal scope of his employment and risks associated with being a police officer or violates local, state, or federal laws. Any refusal to perform assigned work tasks and duties shall subject the refusing employee to disciplinary action. Grievances shall not be investigated by an Association Representative during his working hours unless mutually agreed to by the Employer and the Association.
2. An Employer-initiated grievance shall be provided to the Association in writing.

#### F. Grievance Meetings

A maximum of two (2) employees (the signatory grievant and Association Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later, unless the employee reasonably believes that the assignment unreasonably endangers his safety outside the normal scope of his employment and risks associated with being a police officer or violates local, state, or federal laws. Any other refusal to perform assigned work tasks and duties shall subject the refusing employee to disciplinary action.

## G. Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. The Association Representative shall submit a written contract grievance on a form mutually agreed to as set forth in Appendix C and present it to the Department's designated representative for handling contract grievances no later than ten (10) calendar days after any Bargaining Unit Member or Association Representative knows or should have known of an alleged violation. Within ten (10) calendar days after the contract grievance has been submitted, the Chief of Police or his designee shall meet with the grievant and the Association Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief or his designee shall respond in writing to the Association Representative within ten (10) calendar days following the meeting. The Employer may initiate a grievance at Step 1 and the Association shall respond within ten (10) days. If the Employer is not satisfied with the Association response, the Employer may proceed to Step 2.

Step 2. If the contract grievance is not satisfactorily resolved at Step 1, either party may request of the other that the dispute be submitted for Mediation. Such dispute may only be submitted for Mediation by mutual agreement of the parties. Such Mediation shall be voluntary and either party is free to decline invitation to Mediation or to reject any and all settlements proposed by the Mediator. In cases where the parties mutually agree to Mediation, the parties shall jointly submit a written request to the Federal Mediation and Conciliation Service ("FMCS") requesting the services of a mediator for contract grievance mediation. The parties shall each bear half the costs of the mediation. The contract grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance. Proceedings before the mediator shall be informal and the mediator will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Association and the Employer from entering into any settlement that would not set a precedent for other grievances. Statements made by parties to the mediator or to one another during Mediation shall not be admissible in any other forum.

Step 3. If the dispute is not settled at Step 2, either party may demand that a grievance be submitted to arbitration within ten (10) calendar days after the mediation is completed, or, if the mediation was not agreed to, then within ten (10) calendar days after the Chief of Police submits the final proposed settlement to the Association. Within fifteen (15) calendar days after the matter has been submitted to arbitration, a representative of the Employer and the Association shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within five (5) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject

one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Association. A coin toss shall be used to determine the first strike. The winner of the coin toss shall decide whether to strike first or second. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Association. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Association representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the Police Headquarters Building, provided that the arbitrator consents to that location, or in St. Louis County unless otherwise agreed to by all parties and the arbitrator.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

Within a reasonable time after arbitration is demanded and no later than 30 days before the scheduled arbitration, the Employer or Association each shall make disclosures to the other party the types of information required to be disclosed pursuant to Rule 26a(1)(A) of the Federal Rules of Civil Procedure. The Association or the Employer shall have the right to request the arbitrator require the presence of witnesses. The Association or the Employer shall have the right to request that the Arbitrator issue a subpoena for documents if required by law. Each party shall bear the expense of its witnesses.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and Association. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing.

## **Section 2. Authority of the Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall only have the authority to fashion a make-whole remedy, to determine if the Agreement has been violated, and/or to order compliance with the Agreement. The arbitrator shall have no authority to change any term or condition of employment that is not a part of this Agreement. The decision of the Arbitrator shall be final and binding if the decision is within the Arbitrator's authority as set forth in this Agreement.

# **ARTICLE 10 – SENIORITY**

## **Section 1. Definition of Seniority**

As used herein, the term “seniority” shall be defined as the date of hire for the Bargaining Unit Member. A former Bargaining Unit Member seeking to be rehired who completed the probation period may be considered for reinstatement by the Chief. These Bargaining Unit Members will use their new date of hire for determining seniority but may, in the Chief's

discretion, identify their total length of service with the Department for promotional opportunities.

## **Section 2. Seniority List**

The Employer and Association have agreed upon the initial seniority list setting forth the present seniority dates pursuant to the immediately preceding Section entitled “Definition of Seniority”, and such list is attached hereto as Appendix B and made a part of this Agreement. The immediately preceding Section entitled “Definition of Seniority” shall govern all seniority disputes.

## **Section 3. Conflicts in Vacation or Personal Days**

Bargaining Unit Members shall select the periods of their annual vacation as follows: All leave selections shall be based upon seniority with the Department, with the senior Bargaining Unit Member in the work element selecting vacation weeks first. Bargaining Unit Members who have been reinstated shall determine their leave selections by their last reinstatement date. Ties among Bargaining Unit Members with the same date of seniority will be decided by DSN.

## **Section 4. Return of Former Bargaining Unit Members**

A Bargaining Unit Member’s last reinstatement date of employment will be used to determine their seniority.

# **ARTICLE 11 – REDUCTIONS IN FORCE**

## **Section 1. Reductions**

In the event of the necessity of a reduction in the number of Bargaining Unit Members, Bargaining Unit Members shall be laid off by inverse Department seniority, as defined in this Agreement.

The Board of Police Commissioners of the St. Louis County Police Department may make an exception to the order of layoff by inverse order of seniority by approving a request from the Chief for layoff of one Bargaining Unit Member to retain the service of another Bargaining Unit Member who would immediately meet the needs of the department. This request must include the specific job duties which will be performed and the reasons the Bargaining Unit Member recommended for retention should be retained and the other Bargaining Unit Member laid off. Prior to the rendering of a final decision, the President of the Association shall be informed of the decision, and shall have an opportunity to respond in writing within three (3) calendar days of being informed.

## **Section 2. Recalls**

Recalls to active employment shall be in reverse order of the reduction, unless a recall of a particular Bargaining Unit Member is necessitated as a result of the immediate needs of the

department and is approved by the Board of Police Commissioners of the St. Louis County Police Department. The Department shall notify a Bargaining Unit Member of a recall by a notice mailed to his address and email on file with the Department. A copy shall also be emailed to the Association. The Bargaining Unit Member shall have fourteen (14) days from the date of the sending of the notice to report for duty. In the event of business necessity, this fourteen (14) day provision may be reduced or eliminated. It is the responsibility of Bargaining Unit Members eligible for recall to notify the Bureau of Staff Services of their current individual addresses and email addresses. Bargaining Unit Member's recall rights shall terminate one (1) year after the effective date of his layoff or the expiration of his POST certification date, whichever is less. Prior to the recall of a particular Bargaining Unit Member deemed necessary as a result of the immediate needs of the Employer, the President of the Association shall be informed of the recall, and shall have an opportunity to respond in writing within three (3) calendar days of being informed. In the event of business necessity, this three day provision shall not be required.

### **Section 3. Hiring After Lay Offs**

The Department shall not hire any new police officers until all eligible laid off Bargaining Unit Members have been offered the opportunity to return to active employment.

### **Section 4. Legal Compliance**

The parties agree to comply with the foregoing procedure for addressing layoffs or reductions in force unless compliance with Federal, State, County and/or local law requires otherwise.

## **ARTICLE 12 – LEAVE POLICY**

The "Leave Without Pay", "Military Leave", "Family Medical Leave Act", "Exigency Leave", and "Military Caregiver Leave" Programs shall all be determined based on an 8-hour work schedule unless otherwise noted.

### **I. Paid Time Off (PTO)**

Bargaining Unit Members hired or reinstated on or after January 1, 2002 will be provided with PTO and short-term disability insurance, in lieu of traditional benefits described in this Article.

#### **A. Accrual**

1. PTO is provided for use as a paid absence from scheduled duties. This paid time off is used for scheduled leave (vacation or sick) and unscheduled leave (sick). Use of PTO leave is subject to the guidelines described in this order for any leave with pay.
2. Eligible Bargaining Unit Members will accrue PTO each pay period throughout the year as follows:
  - a. Full-time Bargaining Unit Members with the Department less than an entire year

shall earn 6.640 hours of PTO each pay period.

- b. Full-time Bargaining Unit Members shall earn 7.704 hours of PTO each pay period in the years following their first full year of employment with the Department.
- c. Full-time Bargaining Unit Members shall earn 9.240 hours of PTO each pay period in the years following their 10th full year of employment with the Department.
- d. Full-time Bargaining Unit Members shall earn 10.776 hours of PTO each pay period in the years following their 20th full year of employment with the Department.
- e. Full-time Bargaining Unit Members shall earn 12.312 hours of PTO each pay period in the years following their 25th full year of employment with the Department.

#### B. Application For Paid Time Off

1. The unique duties associated with police service and the need to provide 24-hour staffing requires that all PTO not used for medical leave or scheduled in weekly blocks during the Vacation Leave Selection Period may only be taken under the following guidelines:
  - a. The Bargaining Unit Member must request and obtain advance approval from his/her immediate supervisor for each single PTO day/hour requested. Approval shall not be unreasonably withheld.
  - b. PTO leave may be used in increments of tenths of an hour (six minutes), similar to compensatory time allotments.
  - c. Single PTO days/hours will not appear on the vacation selection list.
2. If the PTO leave is for health reasons (e.g. sickness, medical), it shall be submitted on the Overtime/Leave Request Form classifying the leave of absence as "sick leave".
3. If a medical situation arises and the accrued PTO leave balance is insufficient to cover the absence, the Bargaining Unit Member may request to apply unused compensatory time and holiday leave to the total medical leave. If additional time is required, the Bargaining Unit Member may request leave without pay (see Section XI.) and may apply for short-term disability coverage. Bargaining Unit Members receiving short-term disability benefits are not eligible to earn additional PTO time.

#### C. Deferment of Paid Time Off

Bargaining Unit Members may defer their PTO leave annually. The following list is illustrative of years of service and maximum hours of PTO that may be deferred. All hours accumulated in excess of the maximum hours limit will be deleted following the last day of



the pay period that includes December 31<sup>st</sup>.

<u>Years of Service</u>	<u>Maximum Deferred PTO Allowed</u>
< 5 Years	240 Hours
5 < 10 Years	304 Hours
10 < 20 Years	360 Hours
20 < 30 Years	416 Hours
30 + Years	480 Hours

#### D. Conversion of PTO Plan

1. Bargaining Unit Members hired prior to January 1, 2002 may have chosen to convert to the PTO Plan in 2002. This voluntary change in benefits status is not reversible.
2. All sick leave accumulated before the conversion will remain part of the Bargaining Unit Member's balance. No additional sick leave, vacation leave, personal holidays, or sick leave incentive may be earned and the Bargaining Unit Member may not participate in the Catastrophic Leave Program once converted.
3. A converted PTO Bargaining Unit Member requesting medical leave must indicate in the "Reason/Comments" section of the Overtime/Leave Request Form whether to use previous accumulated traditional sick leave or PTO. If the preference is not indicated, it will automatically be deducted from PTO if sufficient accumulated time is available. This selection will not be changed after the 14-day Duty Roster has been submitted.

#### E. Retirement or Separation

1. Any Bargaining Unit Member with more than one (1) year of continuous service who is discharged or separated from the service of the Department for any reason shall be paid for any unused and accrued PTO. Final compensation for PTO is the combined amount of deferred PTO hours and the number of current year PTO hours still unused. Compensation may not exceed 720 hours unless otherwise approved by the Chief of Police or the Board of Police Commissioners.
2. Bargaining Unit Members hired on or after January 1, 2002 will not have their PTO reimbursement credited toward retirement.
3. All Bargaining Unit Members will receive reimbursement for accumulated compensatory time and holiday leave upon separation. The accumulated reimbursed holiday leave shall not exceed 24 hours.

## **II. Traditional Benefits**

Bargaining Unit Members hired prior to January 1, 2002 who remain in continuous service have the following leave benefits, unless they voluntarily converted to the PTO Plan as described in Section II.D.

### **A. Sick Leave Accrual**

1. Sick leave with pay shall be earned from the commencement of employment, retroactive to January 1, 1974.
2. Sick leave shall accrue during any leave of absence with pay.
3. Sick leave will be accumulated at the rate of four (4) hours per pay period for full-time Bargaining Unit Members.
4. In the event the accumulation of sick leave is insufficient for a medical leave, the Bargaining Unit Member may request to apply unused compensatory time, holiday leave and vacation leave to the total medical leave. If additional time is required, the Bargaining Unit Member may request leave without pay (see Section XI.).

### **B. Sick Leave Incentive**

Traditional full-time Bargaining Unit Members using eight or less hours of sick leave during the first six months of a year will have the option of receiving eight hours additional pay or eight hours compensatory time. This incentive will continue

### **C. Catastrophic Leave Program**

A Catastrophic Leave Program was initiated to help traditional St. Louis County employees with a catastrophic illness or injury to draw on paid leave donated by fellow employees after their accrued leave time is exhausted. Bargaining Unit Members in the traditional leave plan interested in donating time to the Catastrophic Leave Program, or utilizing additional sick leave under this program can do so by contacting the personnel services unit.

### **D. Personal Holiday**

A traditional full-time Bargaining Unit Member who has completed six (6) months of service is eligible to receive one personal holiday (eight hours) with pay each year. Bargaining Unit Members may schedule a personal holiday subsequent to the approval of their immediate supervisor. Bargaining Unit Members will not be paid for a personal holiday upon termination or resignation.

### **E. Vacation Pay**

1. Accrual of Vacation Time
  - a. Vacation time is accrued on a yearly basis (January 1 through December 31). Vacation time earned during one year will be taken during the next year unless the Chief of Police authorizes a Bargaining Unit Member to use vacation time

earned during the current year.

b. Vacation allowances for Bargaining Unit Members hired prior to January 1, 2002 not participating in the PTO program are:

- 1) Full-time Bargaining Unit Members shall annually receive 120 hours of vacation in the years following their first full year of employment with the Department.
- 2) Full-time Bargaining Unit Members shall annually receive 160 hours of vacation in the years following their 10th full year of employment with the Department.
- 3) Full-time Bargaining Unit Members shall annually receive 200 hours of vacation time in the years following their 20th year of employment with the Department.
- 4) Full-time Bargaining Unit Members shall annually receive 240 hours of vacation in the years following their 25th full year of employment with the Department.

2. Deferment of Vacation Time

Any Bargaining Unit Member who is unable to take all vacation leave during a given year may defer their remaining vacation leave. The following list is illustrative of years of service and maximum hours of vacation leave which may be deferred. All hours accumulated in excess of the maximum hours limit will be deleted following the last day of the pay period that includes December 31<sup>st</sup>.

<u>Years of Service</u>	<u>Maximum Deferred Vacation Allowed</u>
< 10 Years	360 Hours
10 + Years	480 Hours

3. Application for Vacation Time

All vacation leave not chosen as weekly blocks in the Vacation leave Selection Period may only be taken under the following guidelines:

- a. The single vacation days/hours will not appear on the vacation selection list.
- b. The Bargaining Unit Member must request and obtain advance approval from his/her immediate supervisor for each single vacation day/hour requested. Approval shall not be unreasonably withheld.
- c. Vacation leave may be used in increments of tenths of an hour (six minutes), similar to compensatory time allotments.

F. Retirement and Separation

1. Any Bargaining Unit Member with more than one (1) year of continuous service who is discharged or separated from the service of the Department for any reason shall be paid for any unused and accrued vacation. Final compensation for vacation is the combined amount of deferred vacation hours; the number of current year vacation hours still unused; plus any vacation hours accrued for the following year. Compensation may not exceed 720 hours unless otherwise approved by the Chief of Police or the Board of Police Commissioners.
2. All Bargaining Unit Members will receive reimbursement for accumulated compensatory time and holiday leave upon separation. The accumulated reimbursed holiday leave shall not exceed 24 hours.
3. No Bargaining Unit Member shall be reimbursed for accrued sick leave at the time of the Bargaining Unit Member's termination of County employment, except that Bargaining Unit Members hired prior to January 1, 2002 retiring under provisions of the County retirement plan shall have one-half of their total sick leave accumulation paid in cash upon retirement. Service disability retirement is not included under this provision.
  - a. All requests for either cash payment or paid leave immediately prior to retirement must be in writing through the chain of command to the Chief.
  - b. The procedures outlined in Section VI. of this Article shall not apply to a Bargaining Unit Member on paid leave immediately prior to retirement.
  - c. Bargaining Unit Members on paid leave immediately prior to retirement shall receive their appropriate recreation days and shall be listed on a 14-day Duty Roster as A-Absent with Pay.
  - d. Any cash payment under these provisions shall be computed on the basis of the Bargaining Unit Member's basic hourly rate at the time of retirement or death.

### **III. Family and Medical Leave Act of 1993**

- A. The Family and Medical Leave Act guarantees eligible Bargaining Unit Members up to 12 weeks (480 hours) of leave within any 12-month period, which begins the first day Family/Medical Leave is taken. Family and Medical Leave may be taken for the following reasons:
  1. As Maternity/Paternity Leave – to care for the Bargaining Unit Member's newborn child, a newly adopted child or a child placed in the home for foster care. (See Section within this article IV entitled "Maternity/Paternity Leave" for details.)
  2. To care for the Bargaining Unit Member's spouse, child or parent who has a

serious health condition. If the Department employs both members of a married couple, they are entitled to 12 weeks of leave, which may be divided between them as they choose for this purpose.

3. For a serious health condition that makes the Bargaining Unit Member unable to perform his/her duties. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
4. As Qualifying Exigency Leave – for reasons related to the call to active duty of a covered service member, spouse, children, or parents. A qualifying exigency FMLA leave must fit into the following categories and only applies to families of National Guard members and Reservists:
  - a. when the service member has received a week or less in notice of deployment;
  - b. for military events and related activities;
  - c. for urgent (as opposed to recurring and routine) child-care and school activities;
  - d. for financial and legal tasks to deal with a family member's active duty;
  - e. for counseling for the Bargaining Unit Member or child who isn't already covered by FMLA;
  - f. to spend time with the covered service member on rest and recuperation breaks during employment;
  - g. for post-deployment activities;
  - h. for other purposes arising out of the call to duty, as agreed upon by the Bargaining Unit Member and the Department.
5. As Military Caregiver Leave – to care for a seriously injured or ill service member. Unlike regular FMLA leave, military caregiver leave allows an eligible Bargaining Unit Member to take up to 26 weeks (1040 hours) of leave in a single 12-month period to care for a spouse, parent (excluding parents-in-law), child, or the next of kin of a service member, who can be in the regular armed forces, Reserves, or National Guard. If the Department employs both members of a married couple, they are entitled up to 26 weeks of leave, which may be divided between them as they choose for this purpose. If additional Military Caregiver Leave is needed, the Bargaining Unit Member must wait for the next 12-month period to qualify.

NOTE: This military provision does not add another 26 weeks off to the original 12 weeks allocated for FMLA qualifying events. Instead, a Bargaining Unit Member may take up to 26 weeks of combined leave for qualifying events. A Bargaining Unit Member may need all 26 weeks to care for an injured service member.

Alternatively, a Bargaining Unit Member may need a portion of the 26 weeks off combined with another qualifying event. For instance, a Bargaining Unit Member may need 12 weeks off for his own illness, and then need time off to care for a brother who returned from military service with an injury or illness. In this case the Bargaining Unit Member would have a remaining 14 weeks to care for the service member.

- B. Bargaining Unit Members are eligible for FMLA leave only if employed by the Department for at least twelve (12) months and have at least 1,250 hours of service in the twelve (12) month period preceding the leave. The twelve (12) months of employment need not be consecutive.
- C. A Bargaining Unit Member returning from leave guaranteed by the Family and Medical Leave Act will return to his/her position or equivalent position with equal pay, benefits and other employment terms. Those Bargaining Unit Members who fail to return within or at the end of the Family and Medical Leave, or who were on extended medical leave (defined in Section VI.A.2) not approved under the Family and Medical Leave Act, may be placed in a different position if their previous position has been filled. When a similar position becomes available, every effort will be made to assign the Bargaining Unit Member to that vacancy.
- D. A Bargaining Unit Member may request use of paid time off (PTO), sick leave, vacation leave, holiday leave or leave without pay for FMLA leave.
- E. Compensatory time may be requested for any FMLA reason; however, if granted, it shall not be counted against a Bargaining Unit Member's FMLA 12-week (480 hour) entitlement.
- F. If additional time is needed, the Bargaining Unit Member may request, in writing, that the Chief authorize the use of the following year's earned vacation benefits.
- G. If a Bargaining Unit Member returns to work in a limited duty status their time spent in accordance with the provisions of the General Order entitled, "Limited Duty" does not count against the Bargaining Unit Member's FMLA leave entitlement, and the Bargaining Unit Member's right to job restoration (section C. above) will be suspended during the limited duty period.
- H. Any Bargaining Unit Member wishing to take leave guaranteed under the Family and Medical Leave Act must submit a memo through the chain of command to the Bargaining Unit Member's Commanding Officer. Bargaining Unit Members requesting leave without pay for any portion of Family Medical Leave must follow the procedures in Section X., Leave Without Pay.
- I. If a Bargaining Unit Member takes leave for one of the reasons listed in Section V.A., but does not request Family and medical Leave, the Bargaining Unit Member's Commanding Officer may designate the leave as Family and Medical Leave any time

before or during the leave. A leave shall not be designated as part of a Bargaining Unit Member's Family and Medical Leave after the Bargaining Unit Member has returned to work unless the Commanding Officer first learns that the absence qualified under the Family and Medical Leave after the Bargaining Unit Member has returned to work.

J. Maternity/Paternity Leave

1. Maternity/Paternity leave is to be used when a Bargaining Unit Member is unable to perform the duties of her position due to her pregnancy or recovery from childbirth; to care for a newborn child, a newly adopted child or a child placed in the home for foster care.
2. A Bargaining Unit Member of the Department is guaranteed a leave of up to 12 weeks (480 hours) for maternity/paternity leave. If both parents are Bargaining Unit Members of the Department, the couple is entitled up to 12 weeks of leave, which may be divided between the mother and father as they choose.
3. In the case of pregnancy, when the Bargaining Unit Member chooses to make notification that she is pregnant, she shall forward to her Commanding Officer a memorandum stating the name of her physician, the anticipated date of delivery and the anticipated date of return to duty. Upon notification of the Bargaining Unit Member's pregnancy, her Commanding Officer shall require the Bargaining Unit Member to produce evidence in the form of a medical statement from her physician or from a physician designated by the Chief certifying that she is capable of performing all the duties of her position. The same evidence shall be required prior to the Bargaining Unit Member's return to duty. If a pregnant Bargaining Unit Member is disabled under the Americans with Disabilities Act, as amended, the Bargaining Unit Member and her Commanding Officer will engage in any necessary interactive process to determine if the Bargaining Unit Member can perform the essential functions of her job, with or without reasonable accommodation.
4. The procedures outlined in Section V.C.3 and 4 of this order shall not apply to a Bargaining Unit Member using medical leave for maternity/paternity leave. Maternity/Paternity leave shall be applied for and approved in accordance with the FMLA.
5. A Bargaining Unit Member considering paternity leave shall request the leave in the same manner as outlined in Section V.H., at least 30 days prior to the beginning of the leave period, if possible.

K. Nothing in this Section shall have the effect of usurping any right granted to a Bargaining Unit Member under the Family and Medical Leave Act.

**IV. Leave with Pay**

- A. If a Bargaining Unit Member is on any of the following:
1. Administrative Detachment
  2. Administrative Leave

3. Compensatory Time Off
4. Educational Leave with Pay\*
5. Funeral Leave
6. Holiday Leave
7. Jury Duty
8. Medical Leave (Sick Leave)
9. Military Leave with Pay\*
10. Paid Time Off (PTO)
11. Vacation Leave
12. Worker's Compensation Leave\*

and complies with all the requirements set forth by this Department for such leave, then the Bargaining Unit Member shall be granted leave with pay. A leave with pay other than those listed previously may also be granted to a Bargaining Unit Member under special circumstances considered to be in the best interest of the Department and the Bargaining Unit Member. For those types of leave marked with an asterisk, and for those not included in the list, paid leave must be requested in writing. An ATS must be accompanied by a written memorandum from the Bargaining Unit Member to their Commanding Officer.

- B. A Bargaining Unit Member serving on a jury or serving as a witness in reference to Department business will be required to turn in any funds received for such jury duty or witness appearance to the Supervisor, Fiscal Services Unit, within five days of receiving such funds.
- C. Bargaining Unit Members who have been granted any of the foregoing types of leave with pay will be carried on the 14-Day Duty roster with the appropriate coding letter (i.e., C-Compensatory Time, G-Holiday Taken, V-Vacation).
- D. If multiple requests for leave for a particular date occur at the same time, Bargaining Unit Members requesting compensatory time off will be given preference over Bargaining Unit Members requesting a holiday, who will be given preference over Bargaining Unit Members requesting single vacation or PTO days/hours.

## **V. Medical and Injury Leaves**

### **A. Medical Leave**

1. Medical leave is to be used when a Bargaining Unit Member is physically incapacitated to do their job assignment because of non-service connected illness or injury, to include the following:
  - a. Exposure to contagious disease that might jeopardize the health of coworkers;
  - b. Medical, dental or optical examinations and treatment that cannot be scheduled outside the Bargaining Unit Member's working hours.



- c. When a Bargaining Unit Member's immediate family member (spouse, child or parent) is ill or injured.
2. The term "extended medical leave" is hereby defined to mean any medical leave that extends for five or more consecutive working days. Scheduled days off, vacation, compensatory time off and holiday leave between sick or unscheduled PTO days shall not be considered a break in determining consecutive working days. For example, a Bargaining Unit Member who is on medical leave for three days, then scheduled off on recreation for two days, then scheduled for one holiday, then on medical leave for another two days is determined to be on extended medical leave.

#### B. Workers' Compensation Leave

1. Workers' Compensation leave is to be used whenever a Bargaining Unit Member is prevented from returning to work as a result of personal injury by accident or illness arising out of an in the course of their employment with the St. Louis County Police as determined by St. Louis County.
2. Compensation
  - a. A Bargaining Unit Member using Workers' Compensation leave shall receive from both Workers' Compensation Self-Insurance fund and St. Louis County sufficient monetary compensation in order to continue their present salary for the first 120 calendar days of their absence from work.
  - b. If the Bargaining Unit Member's salary continuation is exhausted, the Bargaining Unit Member may use their accumulated compensatory time, holiday leave, PTO, sick leave and vacation leave in conjunction with the Workers' Compensation payments to continue receiving their full salary while on Workers' Compensation leave. A memorandum initiated by the Bargaining Unit Member authorizing the use of all accrued leave to be used shall be forwarded through the chain of command to the Commander, Bureau of Staff Services.

#### C. Responsibility of Ill/Injured Bargaining Unit Member

1. A Bargaining Unit Member absent from duty because of medical reasons or caring for an immediate family member or other eligible dependent, will inform their immediate supervisor or the next person in the chain of command on the first day of the absence and prior to the start of their next scheduled shift. Failure to do so will be cause for denial of leave with pay for the period of absence. If the Bargaining Unit Member wishes this to be counted as part of the 12 weeks guaranteed by the Family and Medical Leave Act, it should be requested at this time in a memorandum on the Bargaining Unit Member's Commanding Officer. All leave should be requested with thirty days advanced notice, or as soon as practical if the leave is unforeseeable and the thirty days' notice is not possible.
2. If medical leave or Workers' Compensation leave is requested, the Bargaining

Unit Member or the immediate supervisor will complete the Overtime/Leave Request Form and forward it with the 14-Day Duty Roster to the Personnel Services Unit. If a number of days are to be granted, it must be so indicated on the Overtime/Leave Request Form at the time of its submission.

3. A Bargaining Unit Member shall remain at their officially listed residence or place of confinement during periods of medical leave and injury leave (including non-duty hours). Exceptions will be allowed for the following required purposes, which do not require supervisory permission:
  - a. To keep a scheduled personal appointment with a physician, dentist, therapist or other medical personnel;
  - b. To engage in physical exercise or therapy as prescribed in writing by the attending physician;
  - c. To purchase food, household necessities and medication for the Bargaining Unit Member, minor children or other dependent (Only one four-hour period to complete such shopping shall be granted each week. The Precinct/Bureau Commander may approve additional requests.);
  - d. To attend religious services;
  - e. To register to vote or to vote in an election approved by the Board of Election Commissioners;
  - f. To answer court subpoenas;
  - g. To report to a police facility when ordered by a superior officer;
  - h. Pre- or post-natal care for Bargaining Unit Member or their spouse; or
  - i. As otherwise required by law.
4. Permission to leave for any purpose other than those listed in Section 3 above may be granted by the Bargaining Unit Member's Precinct/Bureau Commander, or if not available, the designated Duty Officer. Requests of this nature shall include the purpose for leaving, destination, departure time, mode of transportation, companion(s), if any, and the estimated time of return. The Bargaining Unit Member shall notify the same person upon return.
5. Prior to returning to full-duty status from an extended medical leave or from Workers' Compensation leave, the Bargaining Unit Member shall provide their immediate supervisor with a written statement from their physician or a physician designated by the Chief, or other authorized medical provider, that the Bargaining Unit Member is capable of performing all the duties of their position, or if the

Bargaining Unit Member is qualified as disabled under the Americans with Disabilities Act, the Bargaining Unit Member is capable of performing the essential functions of the job, with or without reasonable accommodations.

- a. The Department, at the Department's expense, may require the Bargaining Unit Member to obtain a second medical certification from a health care provider of the Department's choice.
- b. If the two certifications conflict with each other, a third certification may be obtained at the Department's expense from a third health care provider that is agreed upon by both the Bargaining Unit Member and the Department. This third decision shall be final and binding.
- c. During the course of these certifications the Department may contact the Bargaining Unit Member's healthcare provider for the purpose of clarification and authentication of the certification only. If the Bargaining Unit Member directs their healthcare provider not to answer the Department's requests then the Department has the right to deny the designation of FMLA leave.

## **VI. Vacation Leave Selection Period**

A. All full-time Bargaining Unit Members shall be required to select vacation weeks for the coming calendar year during the month of December.

### **B. Distribution of Vacation Weeks**

1. Work elements that require less than 52 weeks of vacation leave in any one-calendar year shall be authorized only one Bargaining Unit Member on vacation leave for any one-calendar week.
2. Work elements that require more than 52 weeks' vacation shall be authorized two Bargaining Unit Members on vacation during the same week but only for the number of weeks in excess of 52.
3. Each element's supervisor shall be responsible for notifying Bargaining Unit Members of the total number of excess weeks (i.e., number of weeks that may be taken in the second column of the Vacation Schedule Form) prior to vacation selections. Bargaining Unit Members will be allowed to pick any week in the second column until the number of excess weeks has been fulfilled.

### **C. Selection Process**

1. In the years following their first full year of employment with the Department, all full-time Bargaining Unit Members may select any number of vacation weeks during their initial selection, up to the maximum number of weeks illustrated below. Bargaining Unit Members wanting to select additional weeks using deferred leave

will notify their immediate supervisor. Selection of additional weeks can be made only after all Bargaining Unit Members of a given work element have completed their initial selections.

<u>Years of Service</u>	<u>Maximum Weeks</u>
1 < 10 Years	3 (120 hrs)
10 < 20 Years	4 (160 hrs)
20 < 25 Years	5 (200 hrs)
> 25 Years	6 (240 hrs)

2. Permanent part-time and other Bargaining Unit Members may voluntarily select vacation weeks with full-time Bargaining Unit Members based on estimated PTO/vacation leave balance at the time of the selected week(s).
3. Full-time Bargaining Unit Members with less than a full year of employment with the Department who have at least 40 hours of vacation/PTO accrued, may voluntarily select a week of vacation.
4. All leave selections shall be based upon seniority with the Department, with the senior Bargaining Unit Member in the work element selecting vacation weeks first (refer to the General Order entitled, "Pay and Classification Practices" concerning seniority classification). Bargaining Unit Members who have been reinstated shall determine their leave selections by their last reinstatement date. Military, medical leave or other authorized leave with pay shall not be considered a break in employment.

#### D. Schedule Changes

1. Bargaining Unit Members who are transferred into a different work element shall maintain their original vacation weeks. However, the transferee may have the option of selecting the weeks of the Bargaining Unit Member they are replacing or other weeks that are available.
2. After making an initial vacation leave selection, a Bargaining Unit Member wishing to change vacation weeks should submit a written request through the chain of command to their Precinct/Bureau Commander of the schedule changes.
3. Since vacation leave selection can be dependent on estimating future leave balances, Bargaining Unit Members will confirm that a sufficient amount of leave will have accumulated prior to the requested scheduled absences. In the event a Bargaining Unit Member does not have a sufficient amount of leave accumulated at

the time of the scheduled leave, the leave may be revoked by the Employer.

## VII. Holiday Leave

### A. Authorized Holidays

The following ten (10) holidays with pay are hereby defined as “authorized holidays”:

New Year’s Day	Martin Luther King, Jr. Day
President’s Day	Memorial Day
Independence Day	Labor Day
Veteran’s Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

### B. General

1. The Commander, Bureau of Staff Services shall publish a list of the dates of authorized holidays each year. Holidays falling on Saturday will normally be observed on the Friday preceding the holiday. Holidays falling on Sunday will normally be observed on the Monday following the holiday. In order to accrue or use holiday leave on a day other than the authorized holiday, Bargaining Unit Members must work or be on recreation or a paid leave on the day of the authorized holiday. If a Bargaining Unit Member is scheduled to work on an authorized holiday and medical leave is requested for that day, the Bargaining Unit Member shall lose that paid holiday and be considered on medical leave for that day. If that Bargaining Unit Member provides the immediate supervisor with satisfactory evidence confirming the illness/injury (e.g., the fact that the Bargaining Unit Member is hospitalized, a written statement from a physician, etc.), the Bargaining Unit Member shall retain that holiday.
2. To ensure consistent Bargaining Unit Member use of holiday leave, Bargaining Unit Members will be credited with eight hours of leave for each holiday earned or used on the 14-Day Duty Roster.
3. Unless holiday leave is used in conjunction with another leave as authorized by this order, holiday leave must be taken during the calendar year in which it is accrued according to the following procedures.

### C. Procedure for Receiving Leave with Pay for Authorized Holidays

1. Bargaining Unit Members Bargaining Unit Member may use no more than one (1) authorized holiday per month, not to exceed 80 hours of holiday leave within the year. PTO, Compensatory time off or vacation leave may be used to supplement

holiday leave. Supervisory approval shall be obtained prior to taking holiday leave. These restrictions shall not apply to Bargaining Unit Members assigned to elements that traditionally receive holiday leave on the authorized holiday.

- a. Precinct/Bureau/Watch Commanders will publish a monthly list of the available dates and the number of persons that may take holiday leave on those dates.
- b. Bargaining Unit Members shall choose holiday leave on the basis of seniority. If there is a conflict between Bargaining Unit Members in choosing their holiday leave, the procedures outlined in Section V.D. will apply.

## **VIII. Military Leave**

### **A. Policy**

1. Bargaining Unit Members who are members of the National Guard or of any reserve component of the armed forces shall be entitled to be absent from their respective duty assignment for all period of military services during which they are engaged in the performance of duty or training in the service of Missouri or of the United States under competent orders (RSMo Section 105.270).
2. Bargaining Unit Members may be granted military leave with full pay for a period not to exceed a total of one hundred twenty hours in any federal fiscal year.
  - a. Bargaining Unit Members shall not earn recreation days that fall within their military leave of absence. However, the duty roster shall reflect normal recreation days in-between the military leave (ML) designation.
  - b. Bargaining Unit Members needing additional time off for required training or active military service during the calendar year may be authorized to use accrued compensatory time, holiday leave, vacation leave, PTO or request a military leave of absence without pay.
  - c. Bargaining Unit Members' regularly scheduled recreation days shall not be changed due to required military training.
3. Bargaining Unit Members who are required to attend extended training or active military service for more than 90 consecutive calendar days shall be granted a military separation.
  - a. The Department may pay Bargaining Unit Member life and medical benefits during this period of military separation provided the Bargaining Unit Member commits to returning to County service following the military separation.
  - b. The Military Service Act, as amended, shall govern reinstatement.

4. Military leave or military separation shall not be considered as a break in employment nor shall such absence affect a Bargaining Unit Member's seniority, status (except probationary), rate of pay, vacation/PTO time or performance rating.
5. Nothing in this Section shall have the effect of usurping any right granted to a Bargaining Unit Member under USERRA or any other State or Federal law.

B. Procedure

1. Any Bargaining Unit Member belonging to a reserve component defined under Section IX.A.1 shall annually submit a written notification, via the chain of command, to the Chief of such obligation. The annual notification must be submitted by January 1 of each year using Departmental form F-241.
2. Before any period of military leave with pay is authorized, the Bargaining Unit Member shall submit a written notification, via the chain of command, to the Chief at least 30 days prior to the effective date of such military duty or training. The notification shall be made using Departmental form F-240.
3. Upon receipt of the official military order(s) and prior to leaving for active duty, the Bargaining Unit Member shall submit a copy of the order(s) to the Chief as evidence of such duty for which military leave with pay, military leave without pay or a military separation is to be granted.
4. Upon returning from any military absence, Bargaining Unit Members shall submit to the Chief "certification of the Bargaining Unit Member's commanding officer of performance of duty in accordance with the terms of such order" (RSMo 105.270).
5. Bargaining Unit Members requiring more than the authorized maximum of 15 calendar days (120 hours) per year to fulfill their military obligations shall make written notification requesting paid leave (vacation, PTO, compensatory time, etc.), leave without pay (if 90 days or less) or a military separation, through the chain of command, to the Chief providing the same information as required in Section VIII.B.2, 3 and 4.
6. Bargaining Unit Members shall also immediately notify the Chief of any changes in the information that it furnished to the Chief pursuant to Section VIII.B.2, 3 and 4.
7. Active Duty Pay Supplement
  - a. Bargaining Unit Members committing to return to County service from military leave for active duty occasioned by call-up of reservists or the National Guard in connection with enforcement of a United Nations. Resolution or North Atlantic Treaty Organization (NATO) Obligation shall receive a salary supplement in an amount equal to their County salary less (a) their military pay and (b) salary paid under Section VIII.A.2. Such persons shall continue to accrue, for a period not to exceed one year, PTO or vacation leave to the maximum allowed in Section II.E.2, holiday leave, and sick leave. Bargaining Unit Members shall be entitled

to all other rights and benefits of County Bargaining Unit Members not inconsistent with the above military duty.

- b. The Bargaining Unit Member shall evidence commitment to return to County service by a letter addressed to the Chief of Police. The letter shall state the Bargaining Unit Member's intent to return to County service, promise to provide notice of any change of rank or status affecting the Bargaining Unit Member's military compensation and shall authorize the County to have access to any military records necessary to implement this program. The Bargaining Unit Member shall also forward to the Chief, a copy of the Bargaining Unit Member's most recent military Leave and Earnings Statement or other proof of military pay.
  - c. A Bargaining Unit Member's County salary shall be calculated as the salary attributable to the hourly rate of the Bargaining Unit Member at the time leave commences. For full-time Bargaining Unit Members, the salary will be based on a 40-hour workweek. For part-time Bargaining Unit Members, the salary will be based on the average hours worked during the preceding five pay periods. Salary shall not include overtime, shift or weekend and holiday differentials, pay increases for which the Bargaining Unit Member would be eligible during the Bargaining Unit Member's military leave, auto allowance, incentive payments nor maintenance allowances.
  - d. Military compensation shall be calculated as the Bargaining Unit Member's base pay plus other recurring sums, such as flight pay and hazardous duty pay, not intended as reimbursement of expenses, but excluding quarterly allowances or other sums designated as reimbursements.
  - e. Any Bargaining Unit Member, who does not return to County employment at the expiration of this military leave if able to do so, shall refund all amounts received. The Military Selective Service Act shall govern return to County employment.
  - f. Any matter necessary for the administration of this order or which is not covered by this order shall be provided by the Chief of Police.
8. Before beginning a military separation, Bargaining Unit Members shall contact the Fiscal Services Unit regarding active duty supplemental pay and continued coverage of medical and life insurance benefits.

#### **IX. Funeral Leave and Death Notification Procedure**

- A. A Bargaining Unit Member shall be granted time off from duty with pay by their Precinct/Bureau Commander to attend the funeral of an immediate family member. The length of leave shall be determined by the Bargaining Unit Member's Precinct/Bureau Commander and shall not exceed a maximum of 24 hours.
  1. The Bargaining Unit Member or their supervisor shall submit the



Overtime/Leave Request Form to their Precinct/Bureau Commander stating:

- a. Name of deceased
  - b. Relationship
  - c. Date and location of services
  - d. Length of leave requested
- B. For the purpose of funeral leave, an immediate family member shall be defined as spouse, children or stepchildren, parents or stepparents, brothers or stepbrothers, sisters or stepsisters, parents-in-law, brothers- or sisters-in-law, grandparents and grandchildren.
- C. Precinct/Bureau Commanders may authorize funeral leave due to the death of an extremely close relative not included above.

#### **X. Leave without Pay**

- A. Unpaid leave for reasons other than those listed in Section III.A. may be granted at the Chief's discretion. All requests for leave without pay must be submitted in writing to the Chief and may not begin without prior approval of the Chief.
- B. A leave without pay may be extended beyond the initial 12 weeks at the chief's discretion but will not be granted more than a 12-month period.
- C. Before being granted leave without pay, the Bargaining Unit Member will be required to use all accumulated compensatory time, any remaining holidays for the current year, PTO and any remaining vacation. The Chief must approve any exceptions.
- D. PTO, sick or vacation leave will not accrue while on leave without pay, even if it is being taken as part of Family and Medical Leave, effective the beginning of the unpaid leave.
- E. During the Bargaining Unit Member's leave of absence without pay, the Department shall continue to pay the employer provided medical and life insurance benefits that the Bargaining Unit Member had previously received; not to exceed one year or otherwise authorized by the Chief of Police. The Bargaining Unit Member must forward to the Fiscal Services Unit payments for continued participation in any insurance that had previously been voluntary deductions.
- F. The individual granted leave without pay may, upon making written application and with the approval of the Chief, be returned to active duty in the Department prior to or at the expiration of a leave without pay. Individuals granted an unpaid leave that is not part of the Bargaining Unit Member's Family and Medical Leave, may be assigned to the same or similar position if such position is available. If it is not, the Bargaining Unit Member will be returned to a lower position, if qualified, until a similar position becomes available.
- G. Upon returning to active duty with the Department after a leave without pay which is not

part of the Bargaining Unit Member's Family and Medical Leave, the Bargaining Unit Member's employment time or seniority with the Department will be adjusted to reflect the number of days on leave without pay. The merit date of a Bargaining Unit Member on leave without pay will be changed to reflect the time on leave, to be effective at the beginning of the next pay period. There will be a 90-day grace period, during any 12-month period, in which these guidelines will not apply.

#### **XI. Health Benefits**

A Bargaining Unit Member that retires due to personal injury suffered as a direct and proximate result of action in the line of duty while responding to a hot pursuit or emergency situation or is separated from service due to personal injury suffered as a direct and proximate result of action in the line of duty while responding to a hot pursuit or emergency situation, will receive the same, or better level of health benefits as the Bargaining Unit Member was receiving while on active status. Definitions of "emergency situation" as found in RSMo 70.820 and "hot pursuit" as found in RSMo. 544.157 will be used for purposes of this section.

### **ARTICLE 13 – HOURS OF WORK/OVERTIME**

#### **Section 1. Workday and Workweek**

The workday for Bargaining Unit Members shall be determined by their work assignment and may consist of an eight (8), ten (10) or twelve (12) hour shift, however, the workday for Bargaining Unit Members assigned to the Division of Patrol, whose positions are not assigned to eight (8) hour shifts at the time of the execution of this Agreement, shall consist of a ten (10) or twelve (12) hour shift, at the Employer's discretion. Should the Employer exercise the option of instituting twelve (12) hour workdays for Bargaining Unit Members assigned to the Division of Patrol, the parties agree that holidays, personal holidays, "G-Days," and funeral leave days shall be awarded as twelve (12) hours of leave time for such Bargaining Unit Members; however, the parties also agree that the use of this time off does not increase the total number of hours to which the Bargaining Unit Members are entitled. For example, a Bargaining Unit Member assigned to a twelve (12) hour shift may still only use twenty-four (24) hours of funeral leave for qualifying deaths and may still only use eighty (80) or eighty-eight (88) hours of holiday time (dependent on whether the Bargaining Unit Member is entitled to a personal holiday) in a year. Bargaining Unit Members assigned to the Divisions of Patrol and Special Operations, the Prisoner Conveyance Unit, Bureau of Communications, Bureau of Security Services and the CARE Unit may include 30-minute meal periods as actual duty time. Meal periods for all other Bargaining Unit Members will not be considered as duty time. Bargaining Unit Members whose meal period is not included in their duty time shall be permitted this break time, without interruption or return to duty. Supervisors have the discretion to modify the provisions of this Section based on business necessity. Bargaining Unit Members are required to report any time they have worked during their 30-minute meal break. A workweek shall consist of no more than forty-eight (48) hours.

#### **Section 2. Overtime Payment and Procedure**

A. Overtime Pay: Subject to the provisions of the following paragraph B, Bargaining Unit Members shall be paid overtime for all hours worked in excess of their work day or workweek at the overtime rate, hereby defined as one and one-half (1½) times the Bargaining Unit Member's regular standard rate of pay.

B. Compensatory Time in Lieu of Overtime Pay: Overtime credit will be authorized in increments of tenths of an hour (six minutes). Overtime worked by authorized Bargaining Unit Members shall accrue first as compensatory time up to an 80 (eighty) hour balance. When a Bargaining Unit Member has been credited with a balance of 80 (eighty) or more hours of compensatory time, all overtime worked shall be compensated monetarily at one and one-half (1½) times the Bargaining Unit Member's regular rate of pay. A Bargaining Unit Member's regular rate of pay is computed by adding the base hourly rate plus any applicable salary augmentation (educational incentive, flight pay, hazardous duty pay, service recognition pay, or shift differential) reduced to an hourly scale. Education reimbursement and uniform allowance for eligible Bargaining Unit Members are not used to compute the regular rate of pay. The monetary reimbursement for overtime will be computed upon the regular rate of pay when the overtime is paid. Payment will be made in the next appropriate pay period.

### **Section 3. Callback**

A callback is defined as an official assignment of work which does not continuously precede or follow an Officer's regularly scheduled working hours. A Bargaining Unit Member will receive overtime for the actual time spent or a minimum of three (3) hours, whichever is greater, when required to return to duty on a call back.

### **Section 4. Court Time**

Bargaining Unit Members required to attend court, for Employer business, outside their regularly scheduled work hours, shall be compensated for the actual time spent attending court, except that a Bargaining Unit Member will receive a minimum of three (3) hours pay for going to court outside of his regularly scheduled workday. To the extent that a Bargaining Unit Member is required to attend court while the Member would otherwise be on paid time off or other paid leave, the time attending court shall be paid as overtime hours worked. The Bargaining Unit Member shall receive the overtime pay but shall remain on the leave, with all time deducted from the leave balance. Employer reserves the right to designate a day requiring court time as a duty day. Overtime pay referred to in this Section may be made in the form of compensatory time off, up to a balance of 80 hours, at the discretion of the Chief.

### **Section 5. No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. Hours compensated under one rate of compensation shall not be compensated under any other rate of compensation. There shall be no compounding of premium rates of pay for the same hours compensated.

### **Section 6. Watch Selection**

Bargaining Unit Members shall annually submit their watch preferences to their Commander. In making watch assignments, Commanders may give consideration to the watch preferences of Bargaining Unit Members by seniority. Such consideration shall only be made after the needs of the department are met and the qualifications to perform the service are determined.

## **ARTICLE 14 – WAGES**

### **Section 1. Minimum Salaries**

During the term of this Agreement, the minimum salary for Bargaining Unit Members shall be no less than the pay rate the officers earned as of the date of the execution of this agreement. Nothing in this Article shall be construed to prevent the Employer from increasing officers' salaries above these levels either pursuant to reopened negotiations or at its discretion.

### **Section 2. Previously Accepted Wage Increase**

The Parties hereby agree that the following wage increase instituted by the Employer in February of 2015 was accepted by the Parties: Bargaining Unit Members received a minimum of a 7% across-the-board raise and shall be paid no less than the newly adopted annual minimum starting salary for Bargaining Unit Members of \$48,256.00.

### **Section 3. May 1, 2017 Wage Reopener Negotiations**

Effective May 1, 2017, the parties shall commence negotiations on wages for the remainder of the term of this Agreement. In no event shall wages be reduced during the reopener negotiations and for the remainder of the term of this Agreement. The parties agree that it is the goal of the reopened wage negotiations, contingent on available funds, to fund the salary matrix set forth in Appendix D.

### **Section 4. Standby Pay**

The parties may negotiate Standby Pay as a part of the reopened wage negotiations identified in Section 3 of this Article.

### **Section 5. Shift Differential**

The parties may negotiate Shift Differential as a part of the reopened wage negotiations identified in Section 3 of this Article.

### **Section 6. Furlough**

The parties may negotiate furloughing, defined as the required use of the Bargaining Unit Member's compensatory time, as a part of the reopened wage negotiations identified in Section 3 of this Article.

## **ARTICLE 15 – INSURANCE**

The Association shall have one (1) Bargaining Unit Member on the Employer's Employee Benefits Advisory Committee.

## **ARTICLE 16 – LABOR MANAGEMENT MEETINGS**

### **Section 1. Labor Management Meetings**

The Association and the Employer mutually agree that in the interest of efficient management and harmonious Bargaining Unit Member relations, it is desirable that meetings be held between Association Representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party by placing in writing a request to the other for a labor-management meeting and expressly providing an agenda for such meeting. Any agreed upon meeting shall in no way be construed as a re-negotiation of this agreement. Such meetings shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement; and
- (b) A sharing of general information of interest to the parties.

Association Representatives who are Bargaining Unit Members shall only be compensated for attendance at the meetings described in this Section if that Bargaining Unit Member is currently on duty. Upon completion of such meeting, each Bargaining Unit Member shall immediately return to his duty assignment.

### **Section 2. Integrity of Grievance Procedure**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure.

### **Section 3. Association Representative Attendance**

When absence from work is required to attend labor-management meetings, Bargaining Unit Members shall, before leaving their work station, give a minimum forty-eight (48) hours' notice to and receive approval from their supervisor to attend the meeting.

Supervisory approval shall not be unreasonably withheld. The number of Bargaining Unit Members attending such meetings shall be limited to two (2). In order not to lose pay, a Bargaining Unit Member shall use vacation time or accumulated compensatory time to cover the absence with pay.

## **ARTICLE 17 – TESTING**

### **Section 1. Psychological Testing**

A Bargaining Unit Member may only be required to submit to psychological testing when there is cause to believe that the Bargaining Unit Member suffers from a psychological condition that interferes with the performance of the functions of his official duties. If the testing results in a recommendation that the Bargaining Unit Member is unfit to perform his regular and normal duties, then the Employer shall to the extent possible, without undue burden, make reasonable accommodations to allow the Bargaining Unit Member to perform the essential functions of his job, to the extent required by law. However, nothing in this Agreement shall be construed to require the Employer to create a new position for the purpose of providing such an accommodation. In the event such a reasonable accommodation does not exist, the Bargaining Unit Member shall be placed on leave of absence, but without loss of seniority rights and shall be entitled to exercise any vacation or leave benefits which exist by virtue of this Agreement or by law. Such leave of absence shall not extend beyond that which is necessary, not to exceed six (6) months, unless otherwise required by law or authorized by the Chief.

## **Section 2. Substance Abuse Testing**

It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effect of drugs and alcohol. The Employer has the right to expect Bargaining Unit Members to report to work fit and able for duty.

### **Bargaining Unit Members shall be prohibited from:**

- (a) Consuming, possessing, or being under the influence of, alcohol or illegal drugs at any time during working hours or anywhere on Employer premises or job sites, including all Employer buildings, properties, vehicles, and a personal vehicle operated by a Bargaining Unit Member while engaged in Department business, except as required in the line of duty;
- (b) Selling, purchasing, consuming, receiving or delivering any illegal drug, except as required in the line of duty;
- (c) Being under the influence of alcohol or illegal drugs during working hours;
- (d) Reporting for duty while under the influence of medications or prescription drugs which have known side effects which affect a Bargaining Unit Member's ability to perform the essential functions of his job;
- (e) Using legally prescribed or purchased drugs in a manner which materially exceeds the prescribed or directed dosage or frequency of consumption;
- (f) Using the prescribed medication of another;
- (g) Using legally prescribed or purchased medication that materially deviates from the prescribed or identified purpose of such medication; and/or
- (h) Failing to report the use of medications to the supervisor that may adversely affect the

Bargaining Unit Member's ability to perform.

### **Order to Submit to Testing**

A Bargaining Unit Member may be required to submit to alcohol and/or drug testing as directed in conformance with General Order 13-55 "Drug and Alcohol Testing" adopted on January, 24, 2013 and General Order 04-05 "Complaint Review Procedure" adopted on April 14, 2004. Refusal to submit to such testing shall subject the Bargaining Unit Member to immediate discipline up to and including immediate discharge, but the Bargaining Unit Member's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

### **Tests to be Conducted**

In conducting the testing authorized by this Agreement, the Employer shall use only a clinical laboratory or hospital facility that is licensed pursuant to the Missouri Revised Statutes or that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA).

### **Voluntary Requests for Assistance**

The Employer shall take no adverse employment action because a Bargaining Unit Member seeks treatment, counseling or other support for an alcohol or drug related problem. The Bargaining Unit Member shall use leave time. This provision does not permit a Bargaining Unit Member to violate any other provision of this Agreement, any laws, or other work rules governing employment. This provision does not prohibit discipline for any violation of this Agreement, any laws, or other work rules governing employment.

### **Discipline**

A finding that a Bargaining Unit Member violates any prohibition set forth in this Article – Testing, shall be cause for discipline, including termination, subject to due process

## **ARTICLE 18 – RETIREMENT PLAN**

Bargaining Unit Members shall be provided a retirement plan as provided in St. Louis County revised ordinances Chapter 204 – Salaried County Employees Retirement Plan – as may be amended by the St. Louis County Council. No changes to the retirement plan for Bargaining Unit Members may be adopted after the date of the execution of this Agreement without the notification to the Association and the opportunity to meet and confer about proposed changes. The County has no intention to make any such changes during the term of this Agreement other than the possibility for new officers hired after the enactment of changes, such changes currently under consideration for such new officers are the following: extending the vesting period from 5 years to 7 years, changing the number of years, based upon age and years of service, to be eligible for immediate and full retirement (from "Rule of 80" to "Rule of 85"), changing the retirement multiplier for the monthly service retirement benefit from one-twelfth (1/12) of one and six-tenths (1.6) percent of final average compensation multiplied by the

number of years of Credited Service to one-twelfth (1/12) of one and four-tenths (1.4) percent of final average compensation multiplied by the number of years of Credited Service and requiring retirement contributions.

## **ARTICLE 19 – POLYGRAPH EXAMINATIONS**

No Bargaining Unit Member shall be ordered to submit to a polygraph, voice stress analysis, or similar tests provided however, that there shall be no restriction on the right of any Bargaining Unit Member to request said test and such request shall not be unreasonably denied. If necessary or required as part of any job assignment by any other law enforcement agency, there shall be no restriction on polygraphs, voice stress analysis, or similar tests. Said test will be administered by a licensed polygraph examiner, employed by or contracted by the Employer, at the Employer's discretion.

## **ARTICLE 20 – RESIDENCY**

There shall be no residency requirement for Bargaining Unit Members.

## **ARTICLE 21 – COUNTYWIDE RESIDENT OFFICER PROGRAM – TA**

St. Louis County may provide a resident officer vehicle program. Any and all proposed modification, replacement or amendment to the resident officer vehicle program shall be presented to the Association. The parties shall meet and confer in good faith in regard to any such proposed changes.

## **ARTICLE 22 – UNIFORM, SAFETY, AND EQUIPMENT**

### **Section 1. Uniform Safety and Equipment Committee**

There shall be a uniform, safety, and equipment committee composed of an equal number of Bargaining Unit Members and Department personnel who are not Bargaining Unit Members to consider and/or investigate uniform, safety, and equipment issues. The Association shall appoint its representatives to the Committee. The number of members of the committee shall be determined by the Chief. The Committee shall serve in an advisory capacity. Any changes to existing uniforms, Department safety policies or equipment issued to Bargaining Unit Members shall be submitted to the Committee for a recommendation prior to any changes by the Employer. The Committee shall make prompt recommendations to the Chief within sixty (60) days of the change being submitted to the Committee. There shall be no changes to existing uniforms, safety policies or equipment until the Committee has made its recommendation. Any Committee recommendation concerning uniform, equipment, and safety matters will be promptly considered by the Chief within sixty (60) days provided that the Committee may designate a recommendation as an urgent safety issues in which case it will be considered within thirty (30) days. If the Chief elects not to implement the recommendation of



the Committee or if the Committee fails to reach a consensus on a uniform, safety, or equipment issue, the Association may request mediation through FMCS on the matter but neither the Chief nor Employer may be required to participate in mediation. No recommendation of the mediator shall be binding. The parties agree that the Chief has the discretion to change uniforms, safety practices, or equipment once a recommendation has been made by the committee.

## **Section 2. Body Cameras**

The parties agree to continue the current Body Camera pilot program operated by the Department from the date of the execution of this agreement through July 1, 2017 as it applies to Bargaining Unit Members, unless the program is otherwise discontinued by the Chief. The parties further agree that there will be no expansion of the use or deployment of body cameras or similar technologies during such period without notification to the Association and the Association being given the opportunity to meet and confer on the considered expansion or use. Upon the conclusion of the Body Camera pilot program, if the Employer wants to continue to use body cameras or other similar technologies, the parties will meet and confer about the use or deployment of body cameras by Bargaining Unit Members. Nothing contained herein shall supersede or prevent any Court order or the Employer from entering in to a consent decree with the Department of Justice regarding the use of body cameras or similar technologies, and this Section shall be nullified to the extent that it is contradictory to such order or decree.

# **ARTICLE 23 – GENERAL PROVISIONS**

## **Section 1. Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

## **Section 2. Savings Clause**

(a) If any provision of this Agreement or any application thereof should be determined to be unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. If any provision of this Agreement or any application thereof should be determined to be contrary to any Written Directives, including, but not limited to, General Orders, Special Orders, Unit Procedures, Bulletins, Personnel Orders, Manuals, and Essential Functions for Commissioned Police Officers, the terms of this Agreement shall prevail.

(b) Any and all proposed modifications, replacements, or amendments to the General Orders, Special Orders, Manuals, and Essential Functions for Commissioned Police Officers, which would affect any provision in this Agreement, shall be presented to the Association. Within one (1) week of presentation to the Association, the parties shall meet and confer with the intent to reach an agreement in regard to any such proposed changes. After two (2) weeks, if both

parties cannot agree on the proposed changes, the Employer may implement the change applicable to the Bargaining Unit Members after negotiation unless such change would cause a violation of this Agreement.

(c) Notwithstanding this Agreement, any and all wage and financial considerations are subject to one (1) year appropriations by the St. Louis County Council.

(d) The terms and conditions of employment shall not be subject to impact bargaining.

### **Section 3. Board of Police Commissioners**

The St. Louis County Board of Police Commissioners shall continue to serve as the sole civilian review board for the Department as set forth in the County Charter, County Ordinances, General Orders, Special Orders, and Manuals. Any powers currently vested in the St. Louis County Board of Police Commissioners shall not be granted or delegated to any other civilian body. Beyond the operations of the Board of Police Commissioners, any changes to the involvement of any non-commissioned, non-Department personnel in the operations of the Department shall be collectively bargained over with the Association in good faith.

## **ARTICLE 24 – COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded 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. The commitments arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties acknowledge that each side has met and conferred in good faith during the negotiations, and that this Agreement represents the agreements reached in those negotiations.

## **ARTICLE 25 – DURATION AND RENEWAL OF AGREEMENT**

### **Section 1. Term, Notice of Termination, and Annual Renewals in the Event of No Notice of Termination**

This Agreement shall be effective for a period from the date of its execution, until December 31, 2019 and shall be binding during its term upon the parties to this Agreement and their successors. No later than ninety (90) days before the expiration date of this Agreement, the parties shall commence negotiations for a successor agreement.

### **Section 2. Mediation**

In the event a successor agreement has not been agreed upon within thirty (30) days before the expiration of this Agreement, the parties may agree to engage the services of a mediator from FMCS to assist in resolution of the dispute. The Parties shall each bear half the costs of the mediation. Either Party may terminate the mediation at its discretion. The mediation shall be voluntary and the results non-binding, unless otherwise agreed to by the Parties and approved

by the St. Louis County Council. But for any agreement reached by the Parties and submitted to the County Council, the discussions, agreements and any writing resulting from the mediation shall be confidential and closed, to the extent permitted by law. Such closure may be waived to the extent authorized by law and agreed to by both Parties.

### **Section 3. Arbitration**

In the event that a successor agreement has not been reached by the expiration date hereof, the parties agree that the terms and conditions of the Agreement shall remain in full force so long as the parties continue to bargain at the table or meet in mediation. Should the parties reach impasse, either party may, submit the unresolved issues to advisory interest arbitration in a manner and form to be agreed upon by the parties prior to arbitration. The advisory interest arbitration shall be held and an advisory decision rendered within thirty (30) days of the selection of the Arbitrator. The parties agree that the terms and conditions of the Agreement shall remain in full force during the pendency of the advisory interest arbitration. Neither party shall refuse the other's request for advisory arbitration. The parties agree that the terms and conditions of the Agreement that are subject to arbitration shall remain in full force during the pendency of advisory arbitration. Recommendations in advisory arbitration shall not be binding and shall be submitted to the parties at the conclusion of the arbitration for their consideration. The parties agree to accept or reject the recommendations of such advisory arbitration within thirty (30) days of receipt of the arbitrator's advisory decision on the unresolved issues by notifying the other in writing. If the Employer does not agree to accept a recommendation of the advisory arbitration, the County may implement the terms and conditions of its final offer without regard to the advisory arbitration recommendation. Arbitrators eligible for advisory arbitration shall maintain an office in the State of Missouri and be available for a hearing and a decision within 30 days of his selection. Unless the parties agree upon an arbitrator by other means, the arbitrator shall be selected from a list of seven (7) arbitrators supplied by the Federal Mediation & Conciliation Service (FMCS) through alternating strikes with the final arbitrator remaining serving as the arbitrator in the matter. The winner of a flip of a coin shall determine whether to strike first or second. The parties shall share equally all costs in advisory non-binding arbitration. Notwithstanding any provision to the contrary, no issues related to individual discipline or disciplinary procedures and no economic issues such as wages or benefits shall be subject to this advisory arbitration procedure.

Either party's rejection of any advisory decision shall not be construed as an act of bad faith bargaining

If any issues remain unresolved after good faith negotiations and consideration of an arbitrator's advisory opinion, an impasse may be declared by either side. Once an impasse is declared, the terms and conditions of this Agreement are no longer binding nor is this Agreement subject to extension, unless otherwise extended by affirmative action by the St. Louis County Council no more than sixty days prior to December 31, 2019, and the Employer may proceed to implement the terms of its final offer.

## **ARTICLE 26 – LEGAL COMPLIANCE**

The parties agree to comply with this Agreement unless Federal, State, County and/or local laws or regulations require otherwise.

Nothing in this section is intended to supersede or waive any rights guaranteed by the Americans with Disabilities Act, the Missouri Fair Employment Practices Act, Health Insurance Portability and Accountability Act (HIPAA) or any other Federal, State, County and local law or regulation.

## **ARTICLE 27 – FOP DESIGNEE**

### **Section 1. FOP Designee**

The Employer and Department agree to create and maintain one fulltime detached position for a sworn Bargaining Unit Member for the Association. The sworn Bargaining Unit Member will be designated by the Association (“designee”) and agreed to by the Chief, whose agreement shall not be unreasonably withheld.

### **Section 2. Responsibilities**

The primary responsibilities of the designee will be to conduct the day to day business of the Association. The designee will also attend all Department Command Staff meetings to insure a positive line of communication and working relationship with the Association and the Department. The designee shall not be in police uniform while acting in the capacity of the designee.

### **Section 3. FOP Designee Office**

The designee shall work at an onsite County office provided by the Employer and agreed to by the Association, whose agreement shall not be unreasonably withheld. Any renovations to the office space, including but not limited to soundproofing, special internet access or special telephone service, will be fully paid for by the Association. Any improvements considered a fixture shall become the property of St. Louis County.

### **Section 4. Costs**

The Employer shall bear no costs of the detachment for the designee’s salary and changes to the office space. Costs incurred by the Employer as a result of the designee’s salary and changes to the office space shall be funded by the Association. Every member of the bargaining unit who agrees to do so shall donate eight (8) hours of Holiday Pay at the beginning of each calendar year. These hours will be placed into an “FOP bank” of time. The Department payroll staff shall monitor this bank and deduct all costs owed to the Employer as a result of this Article. If the bank of time is ever insufficient to cover any cost of the office space and the designee’s salary and the other costs as described herein the Employer shall so notify the Association, and within thirty (30) days thereafter, the Association shall have the option of providing for more donations

of holiday pay or reimbursing the Employer for the deficit within thirty days of the Employer's demand. The Association shall also have the option of eliminating the designee or modifying his work schedule if necessary to avoid further costs. Notwithstanding any other term, all amounts owed Employer by the Association as a result of this Article are due and payable upon the expiration of this Agreement, provided the cost is ascertainable.

#### **Section 5. FOP Bank**

The FOP bank may also be used for any Bargaining Unit Members that are attending conferences or meetings to conduct Association business.

#### **Section 6. FOP Designee Supervisor**

The designee's direct supervisor will be the Sergeant assigned as the Chief's Aide; however, the Sergeant will not control the designee's work assignments, working hours or time off requests. It is the expectation that the designee will work forty hours per week, will be at the meetings required in Section 2 and will report time off and hours worked in excess of forty (40) hours per week to the Sergeant for recordation purposes but not permission. The designee will be responsible for scheduling and insuring that he or she attends all training required by the department in order to maintain POST commission. The designee will attend all mandatory training as determined by the Department. Designee will be scheduled for such training on a date determined to be available for police officers assigned to the Chief's Office. Designee may attend additional training, at the FOP's expense, upon request, provided approval of attendance is granted by the FOP and the Department. The designee shall be subject to the Department's Code of Conduct and subject to removal from the detachment, disciplinary action and/or termination, subject to the Police Board's appellate process, for violations of the Code of Conduct.

#### **Section 7. Duty Assignments**

Upon returning to the Department, the designee may be assigned to any duty assignment for which the designee is qualified at the discretion of the Department.

#### **Section 8. Emergency Provisions**

It is understood that if an emergency occurs as provided in Article 3, Section 2 of this Agreement, the designee may be assigned to other duties as required by the Department during the pendency of the emergency; provided however, that the FOP bank shall not be charged during the period of his reassignment to others duties.



IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT:

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St. Louis County Executive, Steve Stenger Date

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St. Louis County Counselor, Peter Krane, approved as to legal form Date

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St. Louis County Police Association, Fraternal Order of Police,  
Lodge 111 President Date

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St. Louis County Police Association, Fraternal Order of Police,  
Lodge 111 Legal Counsel Date

**APPENDIX A – DUES AUTHORIZATION FORM**  
**ST. LOUIS COUNTY**  
**PLEDGE CARD FOR CHARITABLE CONTRIBUTIONS**  
**THROUGH PAYROLL DEDUCTION**

Bargaining Unit Member Name:  
 Code

Distribution

EIN:

Fund      Org

<b>Start/Stop – Box 1</b>		<b>Box 2 Bi-Weekly Deduction</b>	<b>PAYROLL DEDUCTION</b>	<b>Initials</b>
			<b>24 pay periods per year</b>	
		St. Louis County Police Association	<b>Box 3</b>	
		Fraternal Order of Police	<b>\$20.00</b>	

- Box 1 – Write “start” to begin the deduction. Write “stop” to end the deduction.
- Box 3 – Write the amount you would like deducted from your pay check.
- At the bottom, sign and date the form.

**NO FORM WILL BE PROCESSED WITHOUT A SIGNATURE.**

Effective with my pay check dated \_\_\_\_\_, and no later than sixty (60) days from the date last below written, please start or stop the deduction as indicated above. The amount to be deducted from my bi-weekly pay check is indicated in Box 3. I acknowledge that this deduction will continue throughout the term of my employment with the St. Louis County Government until I provide notice otherwise. This amount to be deducted is subordinate to any and all other deductions as provided by law.

Bargaining Unit Member Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



**APPENDIX B – BARGAINING UNIT MEMBERS INITIAL  
SENIORITY LIST**

*To be determined by parties*

## APPENDIX C – GRIEVANCE FORM

Grievant's Name(s): \_\_\_\_\_

Date of filing this form: \_\_\_\_\_

Article(s) and Section(s) of the Agreement allegedly violated:

\_\_\_\_\_  
\_\_\_\_\_

Date of the alleged violation: \_\_\_\_\_

Complaint or grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prior actions taken to resolve this issue: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed remedy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
Employee and Association Representative

\_\_\_\_\_  
Date

OR

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

## APPENDIX D – WAGE REOPENER PAY MATRIX

Starting Pay - \$48,260

STEP	ANNUAL PAY FY17
1	\$49,920
2	\$51,584
3	\$53,248
4	\$54,912
5	\$56,576
6	\$58,240
7	\$59,904
8	\$61,568
9	\$63,232
10	\$64,896
11	\$66,560
12	\$68,224
13	\$69,888
14	\$71,552
15	\$73,216