

**CITY OF LEE'S SUMMIT, MISSOURI**

**AND**

**FRATERNAL ORDER OF POLICE  
WEST CENTRAL MISSOURI REGIONAL LODGE # 50**



**2014 – 2017**

**LABOR AGREEMENT**

**POLICE OFFICERS & SERGEANTS**

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## **Article I. Preamble**

### **Section 1.01 Parties**

This Agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge # 50, herein called the "Lodge," and the City of Lee's Summit, Missouri, herein called the "City."

### **Section 1.02 Conflicts**

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

## **Article II. Recognition**

### **Section 2.01 Bargaining Units**

The City recognizes the Lodge as the exclusive bargaining representative for two separate bargaining units. The first unit shall consist of all full-time sworn Police Officers below the rank of Sergeant. The second unit shall consist of all full-time sworn Sergeants. The Lodge shall separately represent each of these units with respect to all matters concerning wages, hours, benefits, and other terms and conditions of employment.

### **Section 2.02 Added Classification**

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

### **Section 2.03 Non-Discrimination**

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with Article 14.3 of the City Charter and state law, or membership in any other category or classification that is protected by law.

## **Article III. Management Rights**

### **Section 3.01 Management Right**

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, both directly and as delegated to the Police Chief, including but not limited to the right to:

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



### **Section 3.02 Rights & Responsibilities**

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

### **Section 3.03 Operation of Law**

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

## **Article IV. Lodge Rights**

### **Section 4.01 Lodge Officials**

The Lodge shall have the right to appoint or elect whatever officers, stewards, or other officials it wishes to elect. The Lodge will provide the City with up-to-date lists of the Lodge's officers, stewards, and assistant stewards.

### **Section 4.02 Lodge Business**

Lodge officers may perform Lodge business while on the clock, with permission from their direct supervisor, so long as Lodge business does not interfere in any way with performance of the employee's regular job duties, or with the work of any other on-duty personnel. Lodge officers who are off-duty shall be paid for attending Labor/Management Committee meetings. All other Lodge business performed by off-duty personnel shall be performed at the employee's own discretion and on his or her own time, without pay, and must be conducted in such a way that it does not interfere with the work of any on-duty personnel. The Police Chief, in his or her discretion, may grant time off to Lodge representatives designated by the Lodge for attendance at training or functions deemed mutually beneficial to the Lodge and the Department.

### **Section 4.03 Orientation**

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their orientation process, be given a presentation from the Lodge. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining

representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to finish its presentation.

#### **Section 4.04 Bulletin Boards**

The City agrees to allow the Lodge to maintain bulletin boards in the shift briefing room and the CID Secretary area (one each). Bulletin board will be furnished by the City, and will be for the exclusive use of the Lodge and bargaining unit employees. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management or a Lodge officer, with discussion between the parties.

#### **Section 4.05 Use of Internal Mail**

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

#### **Section 4.06 Dues Deduction**

Upon submission by the Lodge to the Director of Human Resources of appropriate authorization cards, the City agrees to deduct monthly Lodge dues from the pay of each individual employee who has authorized such deduction. The City will remit deducted amounts to the Lodge on a monthly basis, or more frequently as the payroll system reasonably allows. The Lodge will notify the City of any changes in deduction rates at least thirty (30) days before such changes are to be put into effect. Revocation of such authorization must be in writing, with a copy to the Lodge and to the City.

#### **Section 4.07 PAC Deduction**

Upon submission by the Lodge to the Director of Human Resources of appropriate authorization forms, the City agrees to deduct the specified amount from the pay of each individual employee who has authorized such deduction to the Lee's Summit Police Officers Association PAC fund (or other political action committee identified by the Lodge.) The City will remit deducted amounts to the Lodge on a monthly basis, or more

frequently as the payroll system reasonably allows. Revocation of such authorization must be in writing, with a copy to the Lodge and the City.

#### **Section 4.08 FOP Pin**

Members shall be allowed to wear a ½ inch FOP pin on their official Police Department uniforms above their nametag. Members assigned to plain clothes duties will be allowed to wear the pin when appropriate for their duties.

#### **Section 4.09 Lodge Representatives**

On January 1 of each year, the Lodge shall provide the Department with a list of employees, not to exceed four (4) sergeants and six (6) police officers, who shall serve as official Lodge representatives for that calendar year.

#### **Section 4.10 Confidentiality**

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

#### **Section 4.11 Release of Information**

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

#### **Section 4.12 Request for Information Fee**

In the event the City estimates that responding to a single information request will require the production of more than 500 pages of information that is not available in electronic format, and/or will require more than four hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for

compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 10 cents per page. In no event shall the Lodge be charged if the actual cost of research, duplication, and copies is less than \$300.00.

#### **Section 4.13 Indemnification**

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

#### **Section 4.14 Notice of Change**

Any change to any policy, procedure, or ordinance which affects the terms and conditions of employment for the members of the bargaining unit shall be presented to the Labor Management Committee for review and discussion before any change is made.

### **Article V. Past Practices**

#### **Section 5.01 Changes to Conditions of Employment**

The parties acknowledge that practices concerning wages, hours, and terms and conditions of employment exist that have not been formalized as written policies. If management desires to make a change with regard to any such practice, those proposed changes will be addressed through the Labor-Management process as established herein.

### **Article VI. Job Descriptions and Specialty Positions**

#### **Section 6.01 Job Descriptions**

The Department shall maintain job descriptions for all positions within the bargaining units. Job descriptions shall specify the qualifications for promotion into each classification.

#### **Section 6.02 Training Time**

Approved time spent in training for any higher position or specialized or additional duty assignments shall be paid for by the Department.

## **Article VII. Specialized Duty Assignments**

### **Section 7.01 Full-Time Specialized Assignments**

Full-Time specialized duty assignments shall include, but not be limited to K-9 Officer, Community Interaction Officer, Crime Analyst, Detectives, D.A.R.E. Officer, Intelligence Officer, School Resource Officer, Traffic Officer, Crime Reduction Team Officer, Training Coordinator, Professional Standards Sergeant, Public Information Sergeant, Crime Reduction Team Sergeant, Criminal Investigation Division Sergeant, Detention Unit Sergeant, and Traffic Unit Sergeant

### **Section 7.02 Part-Time Specialized Assignments**

Part-time assignments shall include but not be limited to Bicycle Officer, Bomb Squad Officer, Crime-Free Multi-Housing Officer, Crisis Intervention Team, Crisis Negotiators, Drug Recognition Experts, Emergency Services Squad, Field Training Officers, Honor Guard, Motorcycle Officers, Polygraph Examiners, Project Lifesaver Officer, Training Instructors, and supervising Sergeants over the described units and positions.

### **Section 7.03 Vacancy Posting**

When there is a vacancy in any full-time or part-time specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail and the Department will also post a copy of the notice on appropriate bulletin boards. The posting shall:

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

### **Section 7.04 Bid for Vacancy**

Bargaining unit employees shall submit their bid for the vacant position to the Police Chief for his or her designee within the time prescribed in the bid posting. Once the deadline has passed, the Police Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications and shall review whether an applicant is disqualified from the position. An applicant will be disqualified when:

- (a) The applicant has been disciplined for excessive absenteeism in the prior twelve-month period; or,
- (b) The applicant has received any disciplinary suspensions in the prior twelve month period.

The twelve-month period set out in subparagraphs (a) and (b) above shall run from the date of the job posting, but any employee who triggers either disqualifier between the date of bid posting and the date a position is awarded shall also be deemed disqualified. Applicants who are disqualified shall no longer be considered for the position.

### **Section 7.05 Multiple Assignments**

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

### **Section 7.06 Input**

The Police Chief, or his or her designee, shall solicit and give due consideration to written input from the Sergeants, Captains, and Majors, and any other appropriate stakeholder regarding the most qualified applicant for each assignment, and shall then select the most qualified bidder to fill each assignment. Where overall qualifications are substantially equal, seniority shall be used as the tiebreaker to determine which bidder will be selected.

### **Section 7.07 Exempt Positions**

Undercover or covert position openings may be exempt from Section 7 requirements, at the direction of the Police Chief.

## **Article VIII. Hours of Work**

### **Section 8.01 Hours**

All bargaining unit members shall have a work year of at least 2080 hours. The normal shift duration is eight (8), nine (9), ten (10), or twelve (12) hours, depending upon the assignment.

## **Section 8.02 Shift Bidding Procedure**

Members assigned to Patrol, Traffic, and/or any Specialized Assignment will complete a seniority-based bidding process annually, wherein:

- (a) The bidding process will begin on October 15, with employees submitting their first and second choices for shift assignments to their direct supervisor on or before November 1.
- (b) Direct supervisors will forward the requests with recommendations to the Operations and Administration Divisions Commanders or their designees for review.
- (c) The Division Commanders or their designees will announce the shift assignments, in writing, no later than November 15.
- (d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Police Chief or his or her designee.
- (e) New shift assignments will become effective beginning on the first pay period of the New Year.
- (f) Shift assignments will be for a period of one (1) year.

## **Section 8.03 Part-Time Specialized Assignments**

Employees in part-time specialized assignments may bid for work hours; however, the Department may depart from the requirements of Section 8.02 if necessary to adequately spread specialized employees throughout the shifts. Bidding shall take place within the assignment on the basis of seniority within the unit.

## **Section 8.04 Shift Transfers and Reassignments**

Employees may submit written requests to be transferred to any open position on a different shift, unit, section or squad (excepting specialized assignments) through their Chain of Command. Employees may also submit written requests to permanently trade shifts, units, sections, or squads with another employee, so long as both employees are in agreement to the trade. When, in the judgment of the Police Chief or his or her designee, such reassignments or transfers will not be unduly disruptive to the operations of the Department, such reassignments or transfers shall be approved.

The Police Chief shall have the authority to reassign any employee or employees to another shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved. When a reassignment may cause bumping of an employee, the Department shall initially seek volunteers and shall honor seniority as much as reasonably possible.

#### **Section 8.05 Meal Breaks**

All employees shall receive a thirty minute paid meal break. All employees shall receive two fifteen (15) minute rest breaks per shift worked. All breaks shall be subject to interruption or cancellation due to work demands.

#### **Section 8.06 Duty Trade**

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from management. All such trades shall be purely voluntary between the employees involved, and each employee shall be paid as if he or she had worked his or her original schedule.

### **Article IX. Sergeants**

#### **Section 9.01 Supervisory Sergeant Duties**

The parties mutually acknowledge that Sergeants are supervisory employees. As such, Sergeants are obligated to direct and maintain order and efficiency among subordinate personnel. Sergeants shall assist in the scheduling of personnel, and shall report any observed misconduct and/or performance problems. Sergeants shall recommend discipline when appropriate, and shall have the authority to suspend subordinate employees pending investigation on their own authority, when appropriate. Sergeants shall provide objective and accurate performance evaluations. Sergeants shall not be inappropriately pressured to change their rating of any individual employee. Sergeants shall also administer approved discipline when directed to do so.

#### **Section 9.02 Retaliation Prohibited**

Neither the City, the Lodge, or any member of either bargaining unit shall discriminate or retaliate against any Sergeant for the good faith performance of the above duties. Any Sergeant who is unable or unwilling to fulfill the above duties shall be subject to discharge or demotion to a non-supervisory position.



### **Section 9.03 Sergeant Promotions**

When the Police Chief determines there is a need to fill one or more Sergeant positions, he or she shall distribute a notice of the opening(s) via e-mail at least thirty (30) days before the position is to be filled. The e-mail shall specify the number of positions to be filled, and the commencement date for the promotional process.

- (a) The promotional process shall begin with a written examination, to be validated and scored by an independent entity. The independent entity shall determine the cut-off for passing scores. Candidates passing the written examination will advance to the Oral Board interview.
- (b) The Oral Board shall consist of one Captain designated by the Police Chief or his or her designee, one Sergeant designated by the Lodge, and two outside law enforcement professionals at or above the rank of Sergeant, selected by the Police Chief, or his or her designee. The Oral Board will interview and score all candidates who passed the written examination. The Oral Board, with advice from Human Resources, shall agree upon a core set of questions to ask each candidate. The Board may additionally ask appropriate follow-up and individual background questions of each employee.
- (c) The Oral Board will provide its interview scores to the Human Resources Department. The Human Resources Department will then prepare a list of the top candidates, in alphabetical order, based upon the overall combined scores received on the written and oral portions of the promotional process, which it will provide to the Police Chief. Where one opening is available, the Police Chief shall select the candidate to be promoted from among the top three candidates. Where two positions are to be filled, the Police Chief shall select from among the top five candidates, and so on. In determining which candidate(s) to promote, the Police Chief shall consider each applicant's leadership traits, teamwork, professionalism, work ethic, history of meeting organizational goals, overall job performance, and creativity.
- (d) Each list created during a promotional process shall remain active for two (2) years following the promotion date of the initial successful candidate, or until the list is exhausted, whichever occurs first.
- (e) Rules regarding promotional eligibility and additional details of the promotional process are set out in Departmental policy, as it may be revised from time-to-time, consistent with this Agreement.

- (f) The only employees not eligible for promotion are those who were on probation or unpaid leave (other than FMLA or military leave) on either the testing date or the appointment date.
- (g) When a candidate is passed over for promotion as provided herein, the Police Chief, upon request of the individual candidate, shall meet with the passed-over candidate to provide the reasons why the candidate was passed over to aid the candidate in future promotional opportunities.

## **Article X. Temporary Duty Assignments**

### **Section 10.01 Duty Related Injury**

When an employee is injured in the line of duty, the City shall make every effort to provide temporary light-duty or work-hardening assignments to him or her, consistent with any restrictions the employee's doctor has identified.

### **Section 10.02 Non-Duty Related Medical Condition**

When an employee is unable to perform his or her regular work assignment due to a non-work-related injury or non-communicable illness, the City may offer temporary light-duty or work-hardening assignments to him or her, to the extent productive work is available.

### **Section 10.03 Acceptance of Limited Duty**

Employees may accept and perform light-duty or work-hardening assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a light-duty or work hardening assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law. However, if the light-duty work offered is outside the employee's regular work schedule and the employee has a significant personal conflict with the schedule offered, then the employee shall be allowed to decline the assignment with no loss in available benefit pay.

### **Section 10.04 Shall Not Be Unreasonably Denied**

Requests for medically necessary temporary light-duty and subsequent requests for extension shall not be unreasonably denied when light-duty opportunities exist within the Department.

## **Article XI. Wages**

### **Section 11.01 Wages**

The pay ranges in effect for each position in the bargaining unit, at the time of the adoption of this Agreement are:

	Min	Mid	Max
(a) Police Officer I	\$37,143.67	\$43,469.18	\$49,794.69
(b) Police Officer II	\$40,415.68	\$46,979.53	\$53,543.38
(c) Master Police Officer	\$44,032.94	\$53,963.72	\$63,894.50
(d) Sergeant I	\$48,036.13	\$57,562.73	\$67,089.33
(e) Sergeant II	\$52,471.13	\$61,457.96	\$70,444.78

Effective on the first day of the first pay period that starts after the Lodge's ratification of this Agreement, the pay ranges will be revised as follows:

(a) Police Officer I	\$38,629.42	\$46,077.33	\$53,778.27
(b) Police Officer II	\$42,032.31	\$49,798.30	\$57,826.85
(c) Master Police Officer	\$45,794.26	\$57,201.54	\$69,006.06
(d) Sergeant	\$57,500.00	\$72,073.54	\$86,647.08

### **Section 11.02 Time in Grade Pay Adjustment**

On the effective date of this Agreement, all bargaining unit employees with five (5) years or more of service in their current classification shall receive a one-time one percent (1%) pay adjustment to their base pay rates.

### **Section 11.03 Sergeant I Pay Adjustment**

On the effective date of this Agreement, all bargaining unit employees currently in the position of Sergeant I shall receive a wage increase equal to the minimum of the new pay range for Sergeant or 5%, whichever is greater.

### **Section 11.04 Merit Increases**

All bargaining unit employees will receive merit pay increases based on their annual

performance evaluations, according to criteria and in the amounts established by the City for all employees.

**Section 11.05          Annual Wage Re-Opener**

Beginning in January 2014, and each January thereafter while this Agreement is in effect, the Lodge will have the right to reopen the Agreement with respect to wages only, for the following fiscal year. Within thirty (30) days after receiving notice that the Lodge is re-opening the wage provisions of this Agreement, the City will meet to commence negotiations for any pay range adjustments, merit pay increases, market adjustments, or other wage changes, to take effect during the following fiscal year.

**Section 11.06          Lateral Entry**

Applicants who have a minimum of four years of commensurate experience and possess a valid Missouri POST License prior to appointment, may be hired in at Police Officer II. "Commensurate experience" shall be determined by the Police Chief, and shall be objectively applied.

**Section 11.07          Promotions**

Employees who are promoted will receive the appropriate wage increases as set out below:

- (a) Police Officer I to Police Officer II – 7% or bottom of Police Officer II scale, whichever is greater.
- (b) Police Officer II to Master Police Officer – 6% or bottom of Master Police Officer scale, whichever is greater.
- (c) Master Police Officer to Sergeant – 10% or bottom of Sergeant scale, whichever is greater.

Wage increases due to promotions will become effective on the first day of the first pay period beginning after the promotion is received.

**Section 11.08          Shift Differential**

A differential of 60 cents per hour shall apply to all employees assigned to work second shift, and a differential of 85 cents per hour shall apply to all employees assigned to work the third shift.

**Section 11.09 Specialty Pay**

- (a) Employees assigned to the Emergency Services Squad, Hostage Negotiations Team, Bomb Squad, and the FTO Sergeants shall receive an allowance of \$55.00 per pay period. No employee shall receive more than one payment per pay period under this subsection.
- (b) Field Training Officers (FTOs) shall receive one and one half hour's pay, at their overtime rate, for each day they are assigned a trainee.
- (c) Detectives and Detective Sergeants shall receive a clothing allowance of \$70 per pay period.
- (d) On-Call Pay. All employees who fill weekly on-call duty shall receive eight hours of compensatory time for each week worked. Employees who fill daily on-call duty shall receive one hour of compensatory time for each day worked. The Public Information Officer shall receive eight hours of compensatory time per month for on-call service.

**Section 11.10 Kennel Time**

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

**Section 11.11 Call Back Pay**

Any employee who is called to work and reports for work during unscheduled off duty hours as an unscheduled emergency recall will receive compensation for the greater of four (4) hours or actual hours worked, at one and one-half times the employee's regular hourly rate of pay. This provision shall not apply to early call in or holdover hours.

**Section 11.12 Witness Pay**

Employees who are required to attend court as a result of the performance of their assigned duties during non-work hours shall be compensated for a minimum of two (2) hours at the standard overtime rate. If a member receives less than forty-eight (48) hours' notice, he shall be paid in accordance with the four-hour minimum found in Section 11.12, above. All consecutive time spent in court after the first two hours shall be at the standard overtime rate for the time actually spent in court. The City does not pay travel time to the Lee's Summit Municipal courthouse. However, employees shall

be compensated for time spent traveling from the Department to any other courthouse when they are appearing or testifying in conjunction with their official police duties.

**Section 11.13          Jury Pay**

In the event an employee is called for jury duty, the employee shall be granted time off with pay as needed, to allow the employee to attend court when required and to avoid requiring any employee to perform night duty when the employee will be expected to be in court the next morning. Any remuneration received by the employee for personal services while serving as a juror on any day the employee also receives compensation from the City shall remain the property of the employee. Off-duty employees shall not be compensated for travel time to the courthouse.

**Section 11.14          Educational Assistance**

The City will reimburse employees for tuition costs for college-level classes related to or leading to a degree in criminal justice, emergency service, business administration, accounting, public administration, or other similar degree programs. Bargaining unit personnel shall be eligible for tuition reimbursement in accordance with the City's Tuition Reimbursement Policy. The City shall reimburse members for a maximum of twelve (12) credit hours per year for either in class or on-line courses. The Department will additionally provide training and will pay employees for their time spent in approved training for appropriate job certifications as specified in Departmental policy.

**Section 11.15          Bilingual Personnel**

Employees who are conversationally fluent in Spanish, as determined by the passage of a test administered by the Department, shall be paid an incentive of \$34.62 per pay period (\$900 per year), and shall be referred to herein as bilingual employees. This incentive pay shall be in addition to any specialty pay received under Section 11.09, above.

**Article XII.    Overtime and Compensatory Time**

**Section 12.01          Two-Week Work Period / OT**

Patrol and Traffic personnel (excepting the Traffic Sergeant) shall be scheduled on a two-week work period. Employees shall receive overtime pay at the rate of time-and-one-half for all hours worked outside their regular schedules, and/or for all time worked over eighty (80) hours in the work period.

**Section 12.02            One-Week Work Period / OT**

All other personnel shall be scheduled on a one-week work period, and shall receive overtime pay at the rate of time-and-one-half for all hours worked outside their regular work day and/or over forty (40) hours in the work period.

**Section 12.03            OT Accrual**

Overtime and compensatory time off shall accrue in quarter-hour increments.

**Section 12.04            Hours Worked Eligibility**

Paid leave shall count as hours worked when determining overtime eligibility.

**Section 12.05            Work Performed Outside Regular Schedule**

All work performed outside of an employee's regular work schedule, except for training time that replaces scheduled work, shall be paid at the rate of time-and-a-half unless a higher rate applies.

**Section 12.06            Overtime Calculation**

For the purpose of calculating overtime, applicable shift differential and all other additional pay (except uniform pay, telephone stipend and tuition reimbursement) will be included in the calculation of the employee's regular rate, for the purpose of determining the employee's effective hourly rate of pay for overtime purposes.

**Section 12.07            Compensatory Time**

Employees may elect to be paid in compensatory time off rather than receiving overtime pay. Compensatory time shall be earned at the rate one-and-one-half times the hours worked. Patrol and Traffic personnel working twelve-hour shifts may accumulate a maximum of 180 hours of compensatory time. All other personnel may accumulate a maximum of 80 hours of compensatory time.

**Section 12.08            No Duplicative Payment**

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

**Section 12.09            Overtime Assignment**

Employees shall be offered or assigned overtime work assignments as provided in

Departmental policy.

**Section 12.10      Duty-Related Phone Calls**

Employees who receive a phone call from any Department supervisor (Sergeant, Captain, Major, or Chief), or their designee, while off-duty, which call lasts longer than five minutes, and which concerns a job-related issue, shall be compensated at the overtime rate for the actual time spent on the call. Employees may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

**Article XIII. Out-of-Class Pay**

**Section 13.01      Acting Sergeants and Acting Captains**

When there is a need for a police officer to serve as an acting Sergeant or for a Sergeant to serve as an acting Captain, the opportunity to fill the position shall first be offered to candidates on any active promotional list, in seniority order. When no active list is available, the position shall be offered at the discretion of management, with input from the Lodge.

**Section 13.02      Out of Class Pay**

An employee works out of classification when he or she is assigned to perform the duties of a job classification or rank that is higher than the employee's current job classification or rank. Any employee who works "out of classification" for eight or more consecutive hours shall receive an hourly premium equal to 5% of the employee's current base wage rate or the lowest rate of the higher classification, whichever is greater, for all hours actually worked out of classification.

**Article XIV. Health and Welfare**

**Section 14.01      Insurance Provided**

The City shall provide health, vision, and dental insurance plans for those employees who elect to participate. Both family and individual coverage options shall be available. The City will pay 100% of the premium cost for coverage under the base plan for full-time employees, and 80% of the premium cost for coverage under the base plan for dependents.



**Section 14.02 Life Insurance**

For each full-time employee, the City will maintain life insurance coverage in the amount of one times the employee's annual base salary, up to a maximum of \$100,000 per employee. The City will pay 100% of the premium for this benefit.

**Section 14.03 Eligible Coverage**

New employees will become eligible for coverage under these plans as soon as the policy allows for such coverage, and not later than sixty-two (62) days after the employee begins full-time employment.

**Section 14.04 Insurance Plan Coverage Options**

All employees covered under this Agreement shall receive the same insurance plan coverage options and benefits as are available to all other City employees. The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Lodge, and at least sixty (60) days' notice if practicable, of any contemplated change. Before any change is implemented, the City shall meet with the Lodge to discuss changes, and whether the changes are appropriate, upon request.

**Section 14.05 Per-Capita Expenditure**

The City shall maintain at least the annual per-capita expenditure for employee and dependent health insurance premiums as of January 1, 2012. Nothing herein shall be construed to authorize the City to make changes in its health insurance carrier and/or plan coverage, if such changes would reduce the City's annual per-capita premium cost below the amount the City was spending as of January 1, 2012.

**Section 14.06 Vaccinations**

The City will provide appropriate vaccinations and/or medical tests for employees covered under this agreement, as recommended by the City's medical provider.

**Section 14.07 Retiree Healthcare**

The City shall continue to make health insurance available to retirees, at the retirees' expense. The premium charged to retirees shall be no greater than the full amount of the premium (total amount of employer and employee contributions) charged for active employees at the same coverage levels.

## **Article XV. Retirement Benefits**

### **Section 15.01 LAGERS**

The City will continue to participate in the LAGERS L-6 retirement program for all bargaining unit personnel.

### **Section 15.02 Deferred Compensation Plans**

The City will maintain enrollment in the MOST 529 Plan and 457 Deferred Compensation Plans. The City will also maintain a Section 125 flexible benefits spending plan, and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

## **Article XVI. Holidays**

### **Section 16.01 Recognized Holidays**

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, George Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and the day before or day after Christmas (as selected by the City).

### **Section 16.02 Holiday / Regularly Scheduled Off**

All shift employees scheduled off on a holiday shall receive compensatory time equal to the employee's regular daily working hours.

### **Section 16.03 Holiday / Administrative Staff**

All administrative personnel shall receive holidays off with straight-time pay at their regular hourly rates.

### **Section 16.04 Holiday / Worked**

Employees who work a regularly scheduled shift on a holiday shall receive double-time pay for all hours worked.

### **Section 16.05 Holiday / Overtime**

Employees who work overtime on a holiday shall be paid time-and-a-half for all hours worked, and shall additionally receive one hour of comp time for each hour worked.

## Article XVII. Vacation

### Section 17.01 Vacation Accrual

Vacation leave shall be accrued on a bi-weekly basis, in accordance with the following annual vacation hours accrual schedule:

<i>Length of Continuous Service in Years</i>	<i>Annual Earned Hours</i>
Less than 5	80
At least 5 but less than 10	120
At least 10 but less than 15	144
At least 15 but less than 20	160
At least 20 but less than 25	184
25 or more	200

### Section 17.02 Banking

Employees may accrue up to two hundred forty (240) hours of vacation leave.

### Section 17.03 Vacation Use

Vacation shall be scheduled and used consistent with Departmental policies and this Agreement.

### Section 17.04 Vacation Payout

When an employee's employment is terminated for any reason whatsoever, all earned vacation shall be paid out at the employee's then-current hourly rate, at the time of termination.

### Section 17.05 Canine Officer / Vacation Time

While on vacation, canine officers who maintain custody of their canine partners shall continue to receive one (1) hour of pay per day for dog care duties. To compensate them for this hour, the Department shall reduce by one (1) hour per day the amount of earned vacation time used during each vacation day. If a canine officer is not actually caring for his or her canine partner during the employee's vacation, the canine officer shall not receive the pay described herein.

**Section 17.06          Vacation Scheduling**

- (a) Vacations requests will be submitted through the chain of command. The Department will not unreasonably deny vacation requests, but may deny any request which would unduly interfere with the operation of the Department.
  
- (b) Vacation requests submitted by March 1 of each year shall be given preference over requests submitted after that date. When there is a conflict between requests submitted by March 1, and the approval of both requests would unduly interfere with the operation of the Department, the request received from the individual with the earlier date of hire or promotion will be granted.
  
- (c) When there is a conflict between requests submitted after March 1, and approval of both requests would unduly interfere with the operation of the Department, the request submitted first will be granted.
  
- (d) Employees covered under this Agreement will not be required to change a scheduled vacation due to a senior employee with a conflicting scheduled vacation transferring to their shift. The senior employee may elect to reschedule the entire vacation or may elect to use any portion thereof which is approved.

**Article XVIII.          Sick Leave**

**Section 18.01          Sick Leave Accrual Rate**

Sick leave shall be accrued on a bi-weekly basis, at the rate of 3.69 hours per pay period.

**Section 18.02          Sick Leave Maximum Accrual**

Employees may accrue up to 1,440 hours of sick leave.

**Section 18.03          Sick Leave Policy / Dependent Sick**

Sick leave shall be used and administered in accordance with applicable City and Departmental policies. Employees shall be entitled to use a maximum of twenty-four (24) hours of sick leave per year to care for sick family members.

**Section 18.04          Canine Officer / Sick Leave**

While on sick leave, canine officers who maintain custody of their canine partners shall continue to receive one (1) hour of pay per day for dog care duties. To compensate them for this hour, the Department shall reduce by one (1) hour per day the amount of

earned sick time used during each day of sick leave. If a canine officer is not actually personally caring for his or her canine partner during the employee's sick time, the canine officer shall not receive the pay described herein.

**Section 18.05 Physician's Certificate**

Employees shall generally be required to present all physician's certificates to the Human Resources Department when returning from any period of sick leave lasting three working days or longer. Additionally, with advance notice to the employee the City may require a physician's certificate for shorter periods of absence, if the employee has exhibited a pattern of absenteeism or if there is some other legitimate reason to require a physician's certificate. During hours when the Human Resources Department is not open, the physician's certificate shall be presented to the employee's supervisor. Details regarding an employee's illness or injuries, or their family's illness or injuries, shall not be shared with anyone outside the Human Resources Department, except to the extent necessary to manage compliance with work restrictions, or to report use of medication that may affect safe performance of job duties.

**Section 18.06 Annual Physical**

The City shall offer an annual physical to all personnel. The City shall pay for the cost of this physical, which shall take place during scheduled working hours.

**Section 18.07 Fitness-For-Duty Examination**

The City may require a fitness-for-duty examination with a physician of its own choosing whenever the City has a good faith doubt regarding the employee's ability to safely and properly perform any of the essential functions of his or her job, with or without reasonable accommodations. The examination shall be no broader and no more intrusive than is necessary to address the City's legitimate operational concerns. The City shall pay for the cost of such examinations, and for all time spent in the examination.

**Section 18.08 FMLA / ADA Compliance**

The City shall comply with the confidentiality provisions of the Americans with Disabilities Act and the Family and Medical Leave Act with regard to the request, storage, and dissemination of employee medical information.

**Section 18.09 Sick Leave Payout**

Employees who have completed at least five (5) years of service, and who resign or otherwise voluntarily separate from employment shall be paid for 1/8<sup>th</sup> of their unused,

earned sick leave. Employees who retire shall be paid for ½ of their unused, earned sick leave. Employees who are terminated for cause shall not receive any sick leave payout.

**Section 18.10 Employee Death**

Upon the non-duty related death of any active employee who has completed at least five (5) years of service with the City, the employee’s designated beneficiary will receive the same sick leave payout as the employee would have received if the employee had retired. For employees killed in the line of duty, their beneficiaries shall receive payment for all sick leave accrued at the time of their deaths. The City agrees to pay an additional \$10,000 to defray reasonable funeral and burial expenses for any employee covered under this Agreement who is killed in the line of duty. The funeral expense payment will be issued to the registered beneficiary on record with the City.

**Article XIX. Other Leave**

**Section 19.01 Eligible Leave Time**

All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, Family and Medical leave, workers’ compensation leave, and any other form of leave (either paid or unpaid) as provided for under City and Departmental policies.

**Section 19.02 Activity While On Leave**

Employees on leave shall not engage in activities that are inconsistent with the reason for the leave. Employees shall have the right to engage in any activity, including performing work for other employers, that is not inconsistent with the reasons for the leave.

**Article XX. Seniority**

**Section 20.01 Seniority Definition**

“Seniority” shall mean length of continuous employment within the Department, unless otherwise specified. “Rank Seniority” shall mean length of continuous employment in an employee’s current job classification.

**Section 20.02 Roster to Be Provided**

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

within the Department, and date of promotion to current position.

**Section 20.03      Loss of Seniority**

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

- (a) Voluntary quit or retirement;
- (b) Discharge for just cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call / no-show for two (2) consecutive regularly scheduled shifts if the employee was physically and practically able to call or report to work; or,
- (f) Failure to perform work for the City for eighteen (18) consecutive months for any reason, other than military leave, or work-related illness or injury.

**Section 20.04      Rehire**

Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Employees will be required to serve the appropriate probation period.

**Section 20.05      Reinstatement of Base Pay Rate**

Reinstated employees who separated from Departmental service in good standing shall return at the same rate of pay they were receiving at the time of their departure, if re-employment occurs within one (1) year from the date of separation.

**Section 20.06      Reinstatement of Sick Leave and Vacation Accrual Credit**

Reinstated employees who separated from Departmental service in good standing shall have all unused or uncompensated sick leave reinstated, and shall be given credit for years of previous service on the vacation accrual schedule, if re-employed within one (1) year from date of separation.

**Section 20.07 Sick Leave Sell-Back**

Reinstated employees who separated from Departmental service in good standing shall have the option to return any previously issued sick leave pay-out to the City in exchange for reinstatement of the employee's sick leave balance that existed at the time of their separation. Reinstated employees shall begin accruing sick leave from their date of re-employment.

**Article XXI. Probation**

**Section 21.01 Probation**

New employees shall be hired on a probationary basis. Probation shall run from date of hire until twelve (12) months after the employee is hired or graduates from the Police Academy, whichever is later, provided that the probationary period shall not exceed eighteen (18) months. During probation, employees shall be subject to discharge without cause, and such discharge shall not be grievable under the terms of this Agreement.

**Section 21.02 Promotional Probation**

Employees who are promoted into a higher job classification shall serve an initial six-month trial period in the new job. Employees who are unsuccessful during the trial period may be returned, or may elect to return, to their prior position at the rate of pay they would have held had they not accepted the promotion.

**Section 21.03 New Hire Performance**

If any employee exhibits performance problems during his or her new hire probation, or during his or her promotional trial period, management shall notify the employee of the observed problems in writing, and shall provide the employee with a reasonable opportunity to improve, before taking any job-related action against the employee.

**Section 21.04 Probationary Employees Use Of Leave**

Probationary employees may use personal days as soon as they are earned. They may use earned sick leave after ninety (90) days of employment, and earned vacation pay after six (6) months of employment. However, employees who are attending the Police Academy shall not use personal leave or vacation days until training is completed.



## **Article XXII. Reductions in Force**

### **Section 22.01 Lay Off**

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

### **Section 22.02 Reduction in Position**

In the event the City determines, in connection with a layoff, that it is necessary to reduce the number of employees in any job classification, the junior employees within those classifications shall have the opportunity to bump into lower positions, with a corresponding reduction in pay. Upon recall, employees who have bumped down will be bumped up to their previous rank without testing or other promotional process.

### **Section 22.03 Recall List**

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

## **Article XXIII. Performance Evaluations**

### **Section 23.01 Pay-For-Performance**

The City practices a pay-for-performance philosophy in compensating employees for their contributions toward supporting the values, goals, and objectives of the City and the Department. Employees will be evaluated by management and/or supervisory personnel at least annually. Such performance evaluations will coincide with the conclusion of the calendar year. Employees will also be evaluated prior to the conclusion of their probationary period. When merit pay increases are provided by the City, an employee's performance evaluation will determine his or her eligibility for and/or level of merit pay increase in accordance with the performance appraisal system adopted by the City.

### **Section 23.02 Denial of Merit Pay, When**

Employees will not be denied a merit pay increase unless they receive an overall

“unacceptable” evaluation.

## **Article XXIV. Discipline**

### **Section 24.01 Discipline Purpose**

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the Department is for the most part “self discipline.” It is the duty of each employee to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the Department and the City. Each employee is expected to be self-disciplined, to work hard at being the best at what they do, and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for supervision to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 24.07.

### **Section 24.02 Types of Discipline**

The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct or negligence will generally follow the steps identified below. The City may deviate from these steps for good cause, including but not limited to consideration of the employee’s overall performance history, active disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance. Factors considered by the City in deviating from the progressive steps set forth below shall be explained in writing and provided to the employee.

- (a) Verbal Warnings. A verbal warning is an oral reprimand given to an employee by any supervisor. A written record of the warning shall be recorded in the employee’s departmental file.
- (b) Written Reprimand. A written reprimand is a formal warning provided in writing to an employee by any supervisor, which shall be recorded in the employee’s personnel file.
- (c) Suspension. A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. Only the Police Chief shall have the authority to issue suspensions without pay. An employee placed on suspension shall not be present at their work site without

written permission from the Police Chief (except to participate in grievance proceedings). A written record of the circumstances leading to the suspension shall be placed in the employee's personnel file.

- (d) Discharge. Discharge is the removal of an employee from City employment. Only the Police Chief shall have the authority to discharge employees.

### **Section 24.03 Copies Of Disciplinary Records**

Employees and the Lodge shall be given copies of any notations or disciplinary records that are to be placed in their files, and employees shall have the right to examine their disciplinary and personnel records in both the Human Resources Department and the Police Department. Employees shall not remove or alter any document contained in their file.

### **Section 24.04 Copying Disciplinary Records**

Employees may make copies of items in their personnel file, with prior notice to the Police Chief or his or her designee. Pre-hire psychological profiles and polygraph examination results shall be excluded from coverage under this Section.

### **Section 24.05 Length of Time to Remain Active**

Disciplinary actions shall remain active, and may be considered in determining the appropriate level of progressive discipline, for the following periods: verbal warnings, one (1) year; written warnings, (2) two years. Suspensions shall remain active for at least five (5) years, and may remain active thereafter depending on the severity of the offense. Inactive discipline shall remain in the employee's file, and may be considered when determining whether the employee had knowledge of rules and expectations, and when determining whether mitigation of any disciplinary consequence would be appropriate, but shall not be considered when establishing the appropriate level of progressive discipline.

### **Section 24.06 Lodge Representation**

During any investigatory meeting, the result of which may reasonably be expected to lead to discipline of the employee being questioned, and during any meeting in which discipline other than informal counseling is to be issued, the employee who is being questioned or who is receiving discipline shall have the right to request Lodge representation. If the employee requests such representation, the meeting shall not proceed until a Lodge representative is present. The employee must select a representative from the official list of Lodge representatives, who is not involved in the

matter at hand, who has no supervisory authority over the employee, and who is available to attend the meeting within a reasonable period of time, which will typically mean that the representative must be selected from among on-duty employees. Stewards or other Lodge representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request, so long as the Lodge representative's conduct does not unduly disrupt or interfere with the conduct of the meeting.

### **Section 24.07            Unsatisfactory Performance**

In cases involving unsatisfactory performance of an employee's duties — if the unsatisfactory performance does not involve negligence, willful neglect, or gross incompetence — Department management shall notify the employee of the shortcomings in his or her job performance, explain the Department's performance expectations, and give the employee a reasonable opportunity to improve his or her performance before initiating the disciplinary process. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training, before any discipline will commence.

## **Article XXV. Internal Investigations**

### **Section 25.01            Administrative Investigations**

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

- (a) Notify the bargaining unit member in writing, prior to any interview. The notification shall specify (i) the nature of the complaint, and any specific allegations against the employee; (ii) the complainant's name, if known, unless disclosing such name may jeopardize the investigation; and (iii) the name and phone number of the investigator.
  
- (b) Offer the employee the opportunity to speak with a Lodge representative prior to the interview and have him or her present during any interview of the employee, in accordance with this Agreement.

- (c) Mechanically or digitally record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.
- (d) Provide a Garrity warning to all employees who are ordered to provide statements.
- (e) Complete the investigation within a reasonable period of time.

**Section 25.02 Criminal Investigations**

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

**Section 25.03 Outcome of Investigation**

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

**Article XXVI. Grievance Procedure**

**Section 26.01 Filing Grievances**

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

**Section 26.02            Resolution at Earliest Possible Step**

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

**Section 26.03            Waiver of Additional Process, When**

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

**Section 26.04            Filed Within 15 Days**

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

**Section 26.05            Step One**

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

**Section 26.06            Step Two**

If the matter is not satisfactorily resolved at Step One, the Lodge or the aggrieved employee may appeal the grievance to the Police Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Police Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

**Section 26.07            Step Three**

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

**Section 26.08            Step Three Hearing**

The parties may mutually agree to hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. At such hearing, the parties shall have the right to call and cross-examine witnesses and submit evidence in support of their respective positions. The City Manager or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days after the Step Three hearing, or within ten (10) calendar days after the grievance is submitted at Step Three if no hearing is requested. The written decision shall explain the reasons for any conclusion reached.

**Section 26.09            May File At Step Two, When**

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

**Section 26.10            Lodge Shall Represent**

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not directly participate in the grievance process.

**Section 26.11            Time Limits**

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days.

## **Article XXVII. Arbitration**

### **Section 27.01 Appeal to Arbitration**

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

### **Section 27.02 Selection of the Arbitrator**

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

### **Section 27.03 Decision of the Arbitrator, Conditions**

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

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



- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

**Section 27.04 Final and Binding**

The decision of the Arbitrator shall be final and binding on all parties as to all matters which may arise out of the interpretation or application of this Agreement.

**Section 27.05 Costs Shared Equally**

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

**Article XXVIII. Labor Management Committee**

**Section 28.01 Labor/Management Meetings**

There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Lodge. This Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of regular meetings. All other joint committees as provided for in Section 28.04 shall report to the Labor/Management Committee.

**Section 28.02 Labor/Management Committee Cooperative Basis**

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

**Section 28.03 Labor/Management Committee Purpose**

The purpose of regular meetings shall include but is not limited to:

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.

- (c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices. All new or revised policies, work rules, or practices shall be discussed by the Labor/Management Committee before being implemented, except in cases where failure to immediately implement a policy, work rule, or practice would negatively affect the Department's ability to provide services to the public. Such discussions shall not be pro forma, but shall be meaningful and conducted in good faith, with due consideration of the Lodge's comments and input.
- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.
- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

#### **Section 28.04 Subcommittees**

The Labor/Management committee may also appoint such subcommittees as they believe would be helpful in fulfilling the mission of the Department.

#### **Section 28.05 Request for Meeting**

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

### **Article XXIX. General Provisions**

#### **Section 29.01 Uniforms and Equipment**

The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP). Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order. The City shall replace all Department-issued items, when no longer serviceable and as provided herein. The City will bear the cost of cleaning and maintaining all Department-provided uniforms and logo wear. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies. The City shall replace all Department-issued items when no longer serviceable.

**Section 29.02            Call to Duty**

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty.

**Section 29.03            Policies to Be Available**

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

**Section 29.04            Outside Employment**

Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval.

**Section 29.05            Release of Personal Information**

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

**Section 29.06            Uncompensated Work Prohibited**

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

## **Article XXX. Training**

### **Section 30.01 Pay for Training**

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. Time spent in such training over and above the employee's regular workday shall be considered overtime, and compensated at the rate of one-and-one-half times the member's normal rate of pay. All costs associated with the training shall be paid by the Department.

### **Section 30.02 Meal Reimbursement**

The City shall provide each employee covered by this Agreement with a per diem for each meal when the employee is attending training which requires an overnight stay. The per diem shall be in the amounts specified by the United States General Services Administration.

### **Section 30.03 Travel Time**

Travel time to attend training shall be paid in accordance with the provisions of the FLSA

### **Section 30.04 Hours**

Employees covered under this Agreement, who are attending training, shall not be required to return to work if there are four or fewer hours remaining in their shift at the time the training ends. Employees shall only be paid for hours actually worked, but employees who elect not to return to work may opt to use comp time or vacation pay.

### **Section 30.05 Training Day**

Employees covered under this Agreement who are assigned to the overnight patrol shifts, who are attending training during the day, will not be required to work the night before the training or the night shift on the day of the training. Employees shall only be paid for hours actually worked, but night-shift employees who elect not to work the shifts before or after a training day may opt to use comp time or vacation pay, if desired.

## **Article XXXI. Complete Agreement**

### **Section 31.01 Complete Agreement**

The parties acknowledge that during negotiations which resulted in this Agreement,

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

**Section 31.02           Entire Agreement**

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties and/or represented employees of the City. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

**Section 31.03           Savings**

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

**Article XXXII.       Term of Agreement**

**Section 32.01       Effective Date**

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through June 30, 2017. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. If notice is given, then the terms of this

Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

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

Stephen Arbo  
City Manager

Rick Inglima  
President

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On behalf of  
The City of Lee's Summit

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On behalf of  
FOP West Central Missouri Lodge No. 50

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Date

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Date