

City of Liberty, Missouri
&
Fraternal Order of Police
Lodge 50



Memorandum Of Understanding
EFFECTIVE FROM:
March 25, 2013 - December 31, 2015

Index

| | |
|--|-----------|
| Article 1 – Recognition | 1 |
| Article 2 – Lodge Status and Rights..... | 2 |
| Article 3 – Management Rights | 5 |
| Article 4 – Labor Management Committee..... | 6 |
| Article 5 – Hours of Work..... | 7 |
| Article 6 – Work Assignments | 8 |
| Article 7 – Discipline..... | 11 |
| Article 8 –Professional Standards Unit Procedures | 13 |
| Article 9 – Grievance Procedure | 19 |
| Article 10 – Legal Representation | 21 |
| Article 11 – Leave..... | 21 |
| Article 12 – Benefits | 27 |
| Article 13 – Training..... | 29 |
| Article 14 – Compensation | 30 |
| Article 15 – Staffing, Vacancies and Promotions..... | 30 |
| Article 16 – Overtime Payment | 32 |
| Article 17 – Clothing and Equipment | 33 |
| Article 18 – Miscellaneous Provision | 34 |
| Article 19 – Entire Memorandum of Understanding | 35 |
| Article 20 – Savings Clause | 36 |
| Article 21 – Duration | 36 |
| Appendix A – Dues Authorization Form..... | 38 |
| Appendix B – Fair Share Agreement..... | 39 |

Article 1 – Recognition and Lodge Security

Section 1. Recognition

The City of Liberty (hereinafter the "City") and its Police Department (hereinafter the "Department") recognize and acknowledge the West Central Missouri Regional Lodge 50 of the Fraternal Order of Police (hereinafter the "Lodge") as the exclusive representative for full time police officers, corporals, and sergeants employed by the Department (hereinafter “Bargaining Unit Members”) for the purpose of collective bargaining under Article I, Section 29 of the Missouri Constitution.

The parties recognize that certain bargaining unit members exercise a degree of supervisory authority. Any bargaining unit member who fails to properly exercise supervisory authority shall be subject to disciplinary action.

With the exception of an “Expense Reimbursement Agreement,” the City and the Department shall not contract with or make any agreements with any individual or group of bargaining unit members in matters of pay, hours of work, or other terms and conditions of employment unless such has been agreed to in writing and in advance by the Lodge. The City may continue furnishing each new employee with a welcome letter and other basic information. Nothing herein shall prevent the City and Department from exercising its rights under Article 3 of this agreement.

Section 2. Purpose

It is the intent and purpose of this agreement to promote harmony and understanding between the Lodge and the City and to set forth, with a reasonable degree of clarity the duties, responsibilities and rights of each. The Lodge and the City are committed to the following: promoting effective and efficient service to the public, consistent with a safe and respectful workplace; employing fair and peaceful means to adjust differences, which may arise from time to time; and to the promulgation of rules and regulations and ethical conduct of business and relations between the City and the Lodge and the employees it represents.

Section 3. Union Security

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

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

Section 4. Reasonable On-Duty FOP Time

Such bargaining unit members elected or designated by the Lodge President to leadership or steward positions shall have reasonable on-duty time to assist in the administration of this Memorandum and to meet and communicate with Lodge members, provided such representation does not interfere with the operations of the department or create overtime payment.

Article 2 - Lodge Status and Rights

Section 1. Right of Organization

Bargaining unit members shall have the right to join, or decline to join, and participate in the Lodge.

Section 2. Right of Representation

Bargaining unit members shall be collectively represented by the Lodge with the City in the determination of their terms and conditions of employment, and in the administration of grievances filed under this memorandum.

Section 3. Dues Deductions

Within thirty (30) days of the effective date, full-time employees covered by this Memorandum shall be required, as a condition of continued employment, to become members of the Lodge or pay a service and representation fee. (See Appendix A – Dues Authorization Form)

The City agrees to deduct dues from the wages of bargaining unit members who voluntarily provide the City with a written authorization and shall deduct the service and representation fee from the salaries of those Bargaining Unit Members who decline to join the Lodge. The deduction will be made twice monthly, each time in the amount reflected on the Dues Authorization Form submitted by the member. Dues deduction and service fee authorizations shall be irrevocable for one (1) year or the expiration of this Memorandum, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Lodge and the City, and shall be in accordance with the procedure set forth in the authorization forms.

Current bargaining unit members who are not members of the Lodge and all bargaining unit members hired after the effective date of this Agreement, and who have not made application for Lodge membership shall, commencing thirty (30) days after their employment or the effective date of this agreement, and so long as they remain non-members of the Lodge, pay to the Lodge each month, a service and representation fee. The Lodge shall provide the employer and the bargaining unit employees who are not members of the Lodge the amount to be paid under this provision. Amounts due under the provision of this section will be collected in the same manner as listed above for dues deduction.

The service and representation fee shall be a percentage of the amount paid by the members for Lodge dues, based upon the amount reasonably calculated by the Lodge as arising from the performance of collective bargaining, contract administration and other permissible activities related to service and representation, but shall not include amounts utilized to finance the Lodge's political and fraternal activities unrelated to collective bargaining or contract administration. This fee will be administered thirty days (30) after the effective date of the contract and then will be assessed once per month thereafter. (See Appendix B – Fair Share Agreement Form).

Any employee who is a member of and adheres to established tenets or teachings of a bona fide relation, religious body or religious sect that has historically held conscientious objections to supporting labor organizations, or who otherwise has a bona fide and good faith religious objection to supporting a labor organization shall not be required to pay a service fee to the FOP under this section; except that in lieu thereof the employee shall be required to pay monthly payment to a not for profit, non-religious, non-labor organization designated by the FOP in good faith, after consultation with the employee, and unless otherwise agreed between the FOP and the employee deductions for such service fee shall be made in the same manner as deductions for the service fee, and paid by the City to such designated not for profit organization in the employee's name. The employee shall submit such a claim to the FOP in writing (with a copy to the City) and provide sufficient written documentation, declarations and other information to support the claim.

Dues and service and representation fees deducted, as provided above, will be forwarded by mail to the Secretary of Lodge #50 monthly to: 10032 E. 63rd Street, Raytown, Missouri 64133. The City agrees to provide this service without charge to the Lodge. Changes to the dues structure and the service representation fees will not occur more than quarterly.

The City will provide a payroll deduction service for members choosing to donate to the FOP Lodge #50 PAC fund (or other political action committee identified by the Lodge).

Section 4. City Meetings

Lodge Representatives shall be paid at their regular scheduled rate for attending any Lodge related meeting with the City if manpower permits. In addition, four (4) Lodge Representatives shall be paid while attending meetings with City representatives for the purpose of negotiating a renewal of the Work Agreement if manpower permits; except that Members on a regularly scheduled day off during negotiations shall be paid straight time but shall not be paid overtime.

Section 5. Bulletin Board

The City agrees to furnish space suitable for a Lodge furnished Bulletin Board. This bulletin board is for use by the Lodge only and such use must be consistent with City policy.

Section 6. Ballot Boxes

The City agrees to allow ballot boxes to be placed in the Department's Supervisor's office for use in Lodge elections.

Section 7. Notification of Rules

The Lodge shall be provided a copy of any proposed rule, directive, guideline, policy, procedure, or procedural instruction which affects any terms and conditions of employment of the members of the bargaining unit fifteen (15) calendar days before it is scheduled to take effect unless exigent circumstances require immediate adoption. The Lodge shall have the opportunity to discuss such rule, directive, guideline, policy, procedure, or procedural instruction with the Police Chief, Human Resources Director, or City Administrator. If the proposal conflicts with any expressed provision of this Memorandum, the Lodge shall have the right to file a grievance in accordance with the grievance procedure. If exigent circumstances require immediate adoption, the parties shall discuss amendments for fifteen (15) calendar days. If impasse is reached, the implemented language stands subject to any grievances.

Section 8. Lodge Business

Bargaining unit members, not to exceed six in number, designated by the Lodge President or Chapter President annually and in writing shall be entitled to draw upon a bank of two hundred forty (240) hours of paid time per year for the purpose of conducting Lodge business. The specific use of Lodge business leave must in each instance be requested in writing by the Lodge President or Chapter President and approved in advance in writing by the Chief or his designee. The Chief will approve the use of Lodge business leave only if there is or will be sufficient staff on duty within the Department to meet operational needs without requiring overtime payment at the time of the proposed use and if departmental operations will not otherwise be adversely affected. Leave scheduled within the Department shall not be affected by the bargaining unit member's Lodge business leave. Lodge business leave may not be used when the bargaining unit member is in another paid leave or unpaid status. The Police Department shall provide a tally of time used per payroll period.

Section 9. Use of Intra-Departmental Mail, E-Mail System and Pager System

The Lodge shall be permitted to utilize the intra-departmental mail system, e-mail system and pager system for the purpose of providing information to members pertaining to Lodge business or bargaining unit representation, so long as such usage is consistent with Department and City policy. The Lodge agrees that the use of these systems will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. The Lodge also agrees and understands that with respect to the City's e-mail system, there shall be no reasonable expectation of privacy and that all e-mail is subject to monitoring by the City's Information Systems Department. E-mail messages may be monitored by the City for specific reasons, such as evaluating the effectiveness of the operation of the e-mail system, finding lost messages, investigation of suspected criminal acts, breach of security or other policies, and recovery from system failures. The City shall refrain from accessing a member's e-mail, unless reasons for doing so are consistent with the City's need for supervision, control, and efficiency in the workplace. The Lodge also understands that e-mail may be a public record subject to disclosure in the same manner as other records of the City, pursuant to applicable law. All intra-departmental

mail placed into the mail system by the Lodge shall be the property of the member to whom it is addressed and such mail shall not be subject to the Employer's review. The Lodge shall also be allowed to utilize City pagers to communicate information to Lodge members.

Section 10. Meeting Locations

The City shall allow the Lodge to hold meetings to conduct business in any City facility when available without charge. Normal scheduling procedures must be followed by the Lodge.

Section 11. Access to information

The City and the Lodge agree that personnel records shall be treated as confidential records. It is the policy of the City that such records are closed under Missouri's Sunshine Law. The City will allow Members to review their individual personnel files upon request. The Lodge will also be allowed to review and copy individual personnel files as needed to discharge its representational duties. Upon request, the Lodge will execute a confidentiality agreement.

The provision and disclosure of the above-described individually identifiable personnel information and/or personnel files will be made available to the Lodge for the sole purpose of facilitating the Lodge's discharge of its representational duties as exclusive bargaining agent for the members of the bargaining unit. Such records may not be duplicated nor used for any other purpose beyond that described herein. The City may require the Lodge representative receiving such information or records to execute a confidentiality agreement consistent with the conditions set forth in this section.

Article 3 - Management Rights

The City possesses the sole right to operate and manage the Department. Without limiting the generality of the foregoing, the City possesses and retains the right to:

1. Determine the mission of the Department;
2. Direct the working forces;
3. Hire, assign, promote, or transfer bargaining unit members;
4. Determine the methods, means, number of personnel, number of job classifications, job duties, equipment and supplies needed to carry out the mission of the Department;
5. Discipline or discharge using a progressive discipline system that affords employees procedural and substantive due process;
6. Change existing methods, procedures, policies, orders, of facilities;
7. Take whatever other actions may, in its judgment; be necessary to carry out the mission of the Department.

The Lodge will attempt to resolve any non-grievable issue involving the Department by discussion first with the Chief, who may refer the matter to the Labor Management Committee, then with the City Administrator before making any public statement or involving any personnel outside the Department. It is the intent of both parties that recognition of the Lodge will facilitate the resolution of issues that may arise within the Department in a prompt and amicable manner. The Lodge agrees that in the event of any grievable dispute or difference it may have with the Department or any member of management during the term of this Memorandum, the Lodge shall attempt to resolve the matter through the grievance procedure set forth herein.

Article 4 – Labor Management Committee

Section 1. General

There shall be a labor management committee consisting of three (3) members as designated in writing by the President of the Lodge, and three (3) Employer representatives as designated in writing by the Chief of Police. Either party may invite additional persons to attend if relevant to the topic under discussion. However, twenty-four (24) hours notice must be given to the other side of the committee. The committee shall have the authority to make recommendations to the Lodge and the Employer. Both parties shall be advised in writing of changes in respective membership on the committee, in addition Legal Counsel may represent either party.

Section 2. Meeting

The committee shall meet at the request of either party to discuss all matters of concern within ten (10) calendar days of a request from either party unless manpower issues require the meeting to be held at a later time.

Section 3. Authority

This committee is not vested with the power to change, modify, or alter this Memorandum.

Section 4. Purpose

The purpose of this committee is to facilitate harmonious Labor/Management relationships by providing a forum for the free discussion of mutual concerns and problems which include discussions regarding the implementation of new departmental programs, policies, or procedural instructions that may affect the Bargaining Unit Members. If a consensus cannot be reached between the two parties regarding the implementation of a new departmental program, policy, or procedural instruction then the proposed implementation may be imposed subject to any grievances.

Article 5 - Hours of Work

Section 1. General

For the purposes of this agreement, a workday shall be the twenty-four hour period beginning at 12:00 Midnight. The normal work day schedule may consist of eight (8), eight and one-quarter (8.25), ten (10), or twelve (12) hour shifts. The regular work week shall begin at 12:01 am on Monday ending the following Sunday at 12:00 Midnight. The scheduled workday and work week for bargaining unit members at the signing of this Work Agreement, will remain in effect for the duration of this document, unless it is modified in conformity with the following. If the City desires to make any proposed changes in the scheduled work day or work week, it will first request to have such proposed changes reviewed by the Lodge. The Lodge shall study the matter, doing whatever investigative and other work it deems appropriate and shall make a written recommendation to the City within thirty (30) days of the request from the City. If after receipt of this report from the Lodge, the City still wishes to make the proposed changes, the City shall provide an additional thirty (30) days notice of its intent to change the scheduled work day or work week and will negotiate with the Lodge during that thirty (30) day period over the proposed changes. If at the end of the thirty (30) days a mutually agreeable resolution is not reached the City shall not implement the schedule change unless exigent circumstances are present.

Section 2. Fair Labor Standards Act

The City shall comply with all aspects of the Fair Labor Standards Act. The following will also be adhered to in regards to the Fair Labor Standards Act:

- A. All bargaining unit members shall be considered non-exempt in regards to overtime compensation;
- B. The use of vacation, sick, and compensatory time off shall be calculated as time worked towards a Member's "work week";
- C. The forcing of involuntary Flex Time or involuntary adjustment of a member's schedule to prevent overtime payment shall not be allowed.

Section 3. Patrol Schedule

- A. The Patrol Unit shall work twelve (12) hour shifts utilizing a fourteen day cycle with rotating days off. Members shall work one eight (8) hour day during each cycle instead of a twelve (12) hour day.
- B. Bargaining unit members assigned to patrol shall select which day within the two week cycle shall be their eight (8) hour day, and the selection shall be their eight (8) hour day unless manpower issues require a different day to be selected. The Member may elect to use a vacation leave day as their eight (8) hours day and only use eight (8) hours of leave time.

- C. All bargaining unit members assigned to patrol shall work a minimum of 2084 hours a year, including all leave time, with 84 hours of holiday time given to each Member on January 1st of each year.
- D. Bargaining unit members assigned to the Traffic Unit shall be included in this schedule.

Section 4. Specialized Unit Schedule

- A. Unless on a special detail or major investigation, members assigned to the Criminal Investigations Unit shall work eight (8) hours between 7:00 a.m. and 6:00 p.m. Monday through Friday.
- B. During the school year, Members assigned as School Resource Officers shall have set hours which correspond to the school day.

Article 6 - Work Assignments

Section 1. Shift Preference

All bargaining unit members assigned to uniform patrol shall be assigned their respective shifts annually by the Patrol Commander, who shall use a shift bid system based on seniority and time in grade to make the assignments. Members will bid for assignments once a year. Bidding shall be opened on November 1st and shall close November 15th of every year. Assignments will be announced by December 1st and shall take effect January 1st of the following year. All bargaining unit members who fail to provide a timely bid request in the allotted time will be assigned at the discretion of the Patrol Commander; however, they shall not “bump” a bargaining unit member who has submitted a timely bid from their bid. If the bidding results in a need to re-balance members of a specialized unit or function across the shifts, the Lodge will be notified and the re-balancing shall honor seniority and shall be limited to that which is strictly necessary. During the year, shift assignments may be changed temporarily by order of the Patrol Commander for exigent or emergency needs of the department. Prior notice of the change will be given to the Lodge.

Section 2. Modified Duty Assignments

A limited number of temporary limited duty assignments, when available, are for officers and other eligible personnel in the department who, because of injury, illness or disability, are temporarily unable to perform their regular assignments, but are capable of performing alternative duty assignments in the police department or in other City departments. Use of temporary limited duty can provide employees with an opportunity to remain productive while convalescing and provides a work option for employees who may otherwise risk the health and safety of others by

remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of the Liberty Police Department that eligible personnel are given a reasonable opportunity to work in temporary limited duty assignments consistent with the needs of the department and other City departments.

A. Definitions

Eligible Personnel - All bargaining unit members suffering from a medically certified illness, injury or disability requiring treatment by a licensed health care provider and who, because of this, is temporarily unable to perform their regular duty assignment, but who is capable of performing alternate assignments. Priority shall be given to workers' compensation injuries, then to duty related injuries, and lastly to non-duty related injuries.

B. General Provisions

1. Temporary limited duty positions are limited in number and variety. Therefore, employees injured or otherwise disabled in the line of duty shall be given preference in the assignment to limited duty.
2. Assignments may be changed at any time, if deemed in the best interest of the employee or the Department.
3. This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state laws.
4. Assignment to temporary limited duty shall not affect an employee's seniority, pay classification, pay increases, eligibility for promotions, or retirement benefits.
5. No specific position in this department shall be established for use as a temporary limited duty assignment, nor shall any existing position be designated or utilized exclusively for employees on temporary limited duty.
6. Depending upon the nature and extent of the disability, an officer on temporary limited duty may be prohibited or restricted from wearing Department uniforms or otherwise limited in employing police powers as determined by the Chief of Police or his designee. An officer on temporary limited duty shall not be prohibited from carrying their Department approved weapon, unless there is a bona fide compelling reason for the restriction.

C. Temporary Limited Duty Assignments

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

1. Administrative functions (e.g. report review, special projects)
2. Clerical functions (e.g. filing, compiling statistics)
3. Desk assignments (e.g. records, property, dispatch, investigations)
4. Report taking (e.g. telephone and walk-in reports)

5. Duties in other City departments.

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

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

Officers working these assignments shall:

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

D. Request For Temporary Limited Duty

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

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

E. Assignment For Temporary Limited Duty

1. Upon approval of limited duty status by the City, the employee's limited duty position shall be coordinated by the Chief, human resources, or their designee.
2. While assigned to temporary limited duty, the employee shall keep his/her supervisor updated on their condition by submitting periodic statements from his/her physician as may be required by the Department.

3. The status of the employee will be determined through workers' compensation laws, and the ability of the employee to perform the essential job functions as listed in their job description and if limited duty positions are available.
4. The employee must re-apply every thirty (30) days.

F. Return To Full Duty

In order to return to full duty, the employee must present a signed physician's statement to the Chief of Police and a copy placed in the employee's personnel file. The physician's statement shall indicate that the employee is able to return to full duty based upon the essential job functions as listed in their job description. The Chief may request a supplemental examination by the City's physician prior to returning the employee to full duty. The cost for a supplemental examination shall be paid by the City.

The returning employee shall be assigned to his/her assignment previously held.

Section 3. Special Assignments

When members are assigned to a post during a special event for four (4) or more hours and are unable to leave the post, the City shall provide members with a meal.

Section 4. Specialized Units

When a bargaining unit position becomes open within a specialized unit, that position shall be conspicuously posted as open to all eligible members no less than fifteen (15) calendar days prior to the processing for filling the position begins. The posting shall state the eligibility requirements, the process for applying for the position, and the date on which the position is expected to be filled. Specialized units include, but are not limited to, the following: Criminal Investigations Unit, Traffic Safety Unit, School Resource Officer, K-9 Unit, Bicycle Patrol, Special Weapons and Tactics Team, Field Training Officer, or any newly created unit.

Section 5. Field Training Officers

Bargaining unit members who are Field Training Officers shall receive one half hour of overtime pay each day while training a probationary officer. At the conclusion of the probationary officer's field training program, the primary field training officer shall receive an additional 12 hour day off with pay.

Article 7 – Discipline

Section 1. Time Constraints

Absent unusual circumstances, such as civil emergency or other exigency, discipline imposed as result of other than an Internal Affairs Investigation, or Shooting Team Investigation, shall be

reduced to writing and imposed within twenty (20) business days after the incident giving rise to the discipline occurs or becomes known to a command staff officer or it shall be considered dropped.

If the Department claims unusual circumstances exist, the Lodge shall be notified in writing immediately.

Section 2. Standard

The Department shall discipline or discharge using a progressive discipline system that affords employees procedural and substantive due process. This standard shall not apply to new hires while they are on initial employment probation.

Section 3. Suspensions and Administrative Leave

For the purpose of Bargaining Unit Members, a suspension will be based on hours worked. Any member under investigation for any act must be notified by the Department in writing within two business days of the complaint being signed unless the investigation would be compromised. If said member is unable to perform his/her duties due to the act that is being investigated, they shall be placed on administrative leave during the duration of the investigation. Administrative leave will be paid leave.

Section 4. Progressive Discipline System

Following is the standard progressive discipline system to be followed by the City. Every disciplinary action shall be evaluated on its own merit and the level of discipline will be based on the severity of the infraction.

A. Verbal Counseling

Definition: A verbal counseling of an employee by the supervisor/department head. A notification that a counseling was given shall be placed in the employee's personnel file. A verbal counseling shall not serve as a basis to increase future disciplinary action after eighteen (18) months.

B. Verbal Warning

Definition: A verbal warning of an employee by the supervisor/department head. A notification that a reprimand was given shall be placed in the employee's personnel file.

C. Written Reprimand

Definition: A formal written reprimand of an employee by the supervisor/department head. All written reprimands will be signed by the employee in acknowledgement of receipt and placed in the employee's personnel file. The employee will be given a copy of the document. A rebuttal may be provided by the employee within seven (7) days to be attached to the written reprimand and placed in the employee's personnel file.

D. Suspension without Pay

Definition: The ordered absence from duty without pay for a specific period. A signed letter of suspension will be given to the employee as soon as possible, but in no case later than the beginning of the regular workday on which the suspension is scheduled to begin, stating the reason for the suspension and its duration. A copy shall be made part of the employee's personnel file and a written notification will be forwarded to the Human Resources Director. An employee suspended without pay may choose to use previously accrued vacation or holiday time to cover the duration of the suspension, but this may only be done by "forfeiting" the time and working the regularly scheduled shifts.

E. Involuntary Demotion

Definition: Reassignment from member's current position to one of a lower starting pay and lower responsibility level. This may occur when the member has demonstrated an inability to perform the job duties and carry the responsibilities required of his / her position. A letter of demotion will be given to the member stating the reason for the demotion and the effective date. The letter of demotion will be made a part of the member's personnel file with a written notice forwarded to the Human Resources Director.

F. Dismissal

Definition: The involuntary release of a member from City service. Dismissal will be reserved for only extreme situations in which progressive discipline has been exhausted or is not appropriate.

Article 8 - Professional Standards Unit Procedures

Section 1. General

The Professional Standards Unit may conduct investigations of complaints against a bargaining unit member by citizens or fellow employees amounting, if true, to a violation of the Procedural Instructions or the City Personnel Policies, and may assign such investigations to be conducted by other appropriate departmental personnel.

The Department may investigate complaints relating to minor matters on a division level. Minor matters are those matters which do not appear to have a strong potential to result in suspension,

demotion, transfer, or termination. All other investigations will normally be conducted by the Professional Standards Unit, but the Department may assign such investigations to outside agencies at its discretion.

In any meeting where a bargaining unit member reasonably believes his or her statements could result in disciplinary action, the employee has the right to have a Lodge Representative and/or attorney present during questioning and will be given reasonable time to procure that representation. The Lodge Representative and/or attorney may respectfully participate in the interview, but shall not unduly interfere with the investigation nor create an adversarial confrontation.

Section 2. Professional Standards Unit Investigations

In order to ensure that the investigations by the Professional Standards Unit are conducted in a manner conducive to public confidence, good order, and discipline, while observing and protecting the individual rights of each bargaining unit member, the following rules and procedures are hereby established:

- A. The investigations are to be confidential and conducted in strict conformity with the guidelines contained in this Article.
- B. Any person claiming knowledge of an alleged act of misconduct may file a complaint against any bargaining unit member of the Department. All complaints shall be reduced to writing using a standardized complaint form, which shall require the complainant to sign a statement confirming that the facts alleged in the complaint are true to the best of the complainant's knowledge subject to civil or criminal prosecution. The Department shall not prevent any person or persons from making a complaint against a bargaining unit member.
- C. Unless the investigation would be compromised, the Administrative Review Officer shall notify bargaining unit members in writing within two business days of the complaint being signed, with a copy of the complaint attached.
- D. If exigent circumstances arise that reasonably prohibit immediate notification, such as hindering a criminal investigation, the City shall notify the member and the Lodge as immediately as reasonably possible stating the nature of the investigation and the reason for the delay in notification.
- E. No recommendations for or against disciplinary action shall be made by the Administrative Review Officer. Reports of investigations by Administrative Review are limited to fact-finding and evaluation of the complaint, credibility of witnesses and of the complainant, if the complainant's mental, emotional or other conditions would have a bearing on the complaint. This report will be forwarded to the chain of command who will make recommendations upward to the Chief. The Chief's decision is final unless a grievance is filed.

- F. One of the findings listed below will be included in the chain of command's recommendations:
 - 1. Unfounded: The investigation indicates that the act(s) complained of did not occur.
 - 2. Exonerated: Acts did occur, but were justified, lawful, and proper.
 - 3. Not Sustained: Investigation fails to disclose sufficient evidence to clearly prove or disprove the allegations made in the complaint.
 - 4. Sustained: The investigation disclosed sufficient evidence to clearly prove the allegation.
- G. The Department shall comply with the *Garrity* decision and shall have authority to discipline or discharge an officer for being dishonest during an internal investigation pursuant to *Lachance v. Erickson*.
- H. Bargaining unit members involved in a professional standards investigation must be advised, in writing, of the final finding of such investigation as pertaining to them personally. This notification shall be made within five (5) working days of the date of the final finding.
- I. Other than a very general letter to the complainant, the Department shall not release any of the materials or information derived from the Internal Affairs investigation to any person, agency, or judicial proceeding except as required by law. However, this provision does not prevent the Lodge or the involved officer from receiving information as permitted by other provisions in this Agreement.

Section 3. Procedures

Whenever a bargaining unit member is under an Administrative Review Investigation, the investigation shall be conducted under the following conditions:

- A. Every effort shall be made to conduct interviews at a reasonable hour, preferably at a time when the bargaining unit member is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required. If it is to take place at a time other than when the employee is on duty, every effort shall be made to give prior notice to the person being interviewed. If the interview does occur during off-duty time of the bargaining unit member being interviewed, the bargaining unit member shall be compensated for such off-duty time, a minimum of two hours, at the appropriate rate of pay as determined in Article 15 of this Memorandum.
- B. The bargaining unit member under investigation or being interviewed shall have the right to have a Lodge Representative and/or attorney present during the interview. If necessary, the interview shall be suspended for a reasonable time until such third-party presence can be obtained.

- C. Bargaining unit members will be contacted through a Lodge Representative to schedule the required interview.
- D. The bargaining unit member under investigation or being interviewed shall be informed, in writing, of the nature and specific allegations of the complaint prior to any interview unless the professional standards authority has reasonably determined that exigent circumstances exist which would cause prior written notice to unduly interfere with the investigation. However, prior to the commencement of the interview, the bargaining unit member under investigation shall be advised of the nature and specific allegations of the complaint.
- E. The interview shall be completed as soon as possible. Time shall be provided for personal necessities, such as restroom breaks and meals.
- F. Offensive and abusive language, threats of punitive action, and promises of reward for answering questions shall be excluded from investigative interviews. Nothing herein is to be construed to prohibit the investigating authority from informing the bargaining unit member that his or her conduct can become the subject of disciplinary action or that refusal to answer questions can result in disciplinary action.
- G. The complete interview of the bargaining unit member shall be audio recorded. There will be no “off-the-record” conversation except by mutual agreement. All recesses called during the interrogation shall be noted in the record.
- H. The line of questions of bargaining unit members will be, in all instances, pertinent to the issues of the interview. If responses given by the bargaining unit member open new avenues of inquiry that are pertinent, those issues may be pursued.
- I. The refusal by a bargaining unit member to answer questions or give a statement during any non-criminal investigation, whether as a participant or a witness, may result in disciplinary action up to and including termination.
- J. The bargaining unit member shall, upon request, be allowed to review during the investigation any written, recorded, or transcribed statement the bargaining unit member has given during the investigation. The Lodge upon request shall receive a complete copy of the investigation file upon conclusion of the matter or during grievance proceedings, but shall honor confidentiality to the maximum extent possible and shall comply with any reasonable City request to destroy or return the file when it is no longer needed by the Lodge to discharge its representational duties.

Section 4. Criminal Investigations

If a bargaining unit member is under arrest or is a suspect or the target of a criminal investigation, the investigation shall be handled by whomever the Chief assigns or requests, and shall be handled as any other criminal investigation. The bargaining unit member shall be advised of their rights pursuant to the Miranda decision and the applicable rights granted by the State of Missouri and the United States and shall not be required to waive those rights as a condition of employment. If a criminal investigation is initiated, any administrative investigation on the same

matter shall be suspended pending the conclusion of the criminal investigation and a decision by the prosecutor's office on whether charges will be filed. At the Chief's discretion, the Department may suspend a bargaining unit member with or without pay during a criminal investigation and while the prosecutor's office is making a determination.

Section 5. Polygraph Examination/Computer Voice Stress Analysis

In the course of a Professional Standards Unit investigation, the Administrative Review Officer with the Chief's approval may require a bargaining unit member, in conformity with the following, to submit to a polygraph examination or a computer voice stress analysis (CVSA). Unless the provisions of R.S.Mo. § 566.224 apply, or the Department can establish a bona fide medical reason preventing a complainant from being able to safely take a CVSA or polygraph, no bargaining unit member shall be required to submit to a polygraph examination or a CVSA unless the complaining witness or witnesses have submitted to and not failed a polygraph examination or a CVSA confirming the allegations. No bargaining unit member will be required to sign any document, which does not state that the bargaining unit member is being compelled to take the test as part of an internal investigation. No bargaining unit member will be required to waive any of his or her legal rights against anyone conducting or involved with the application, administration or interpretation of the examination or analysis. The results of a bargaining unit member's test shall not be the sole basis for discipline and shall not be admissible before the City Administrator or arbitrator.

Section 6. False Complaints

The Department shall not discipline any bargaining unit member who pursues civil or criminal prosecution of an individual or individuals who make false or unfounded complaints against bargaining unit members.

Section 7. Employee's Privacy

Neither the Department nor the Lodge shall release a bargaining unit member's home address, telephone number or photograph to the media or any other person without his or her consent, except pursuant to a valid subpoena or a valid discovery request in a civil lawsuit.

Section 8. Disposition of the Investigation

- A. Absent unusual circumstances, such as civil emergency or other exigency, all Professional Standards Unit investigations and decisions pertaining thereto shall be completed within sixty (60) days from the date the complaint is signed.
- B. The findings of any Administrative Review investigation, including the administering of any disciplinary action against the employee, shall be reduced to writing, and a copy shall be given to the bargaining unit member who is named in such action within the time frame listed above or it will be deemed dropped.

Section 9. Searches and Disclosures

- A. Pursuant to an ongoing Administrative Review Investigation, the search of any area or thing under the direct personal control of a bargaining unit member shall be based upon probable cause and be conducted only in the presence of the bargaining unit member and/or a Lodge representative, except in exigent circumstances.

Section 10. Bargaining Unit Member Involved Administrative Shooting Investigations

- A. No bargaining unit member who has discharged his or her weapon shall be treated as a suspect unless there is probable cause to believe a crime has been committed.
- B. The scenes from shooting situations are to be considered and handled as any other major crime scene, per the appropriate Procedural Instruction. The on-scene supervisor will be in charge until properly relieved by the crime scene coordinator. The crime scene will be held until the Chief of Police or his/her designee authorizes the release.
- C. A bargaining unit member who is involved in a shooting incident shall have the right to have legal counsel and/or a lodge representative present immediately at the scene and during any subsequent Administrative Review interview. No interview by the Administrative Review Officer of the bargaining unit member involved in a shooting incident shall be conducted within forty-eight (48) hours of the incident absent advised consent by the officer.
- D. Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality will be relieved of duty and placed on paid Administrative Leave by the appropriate Division Commander. They will retain their badge and identification card, but not their weapon. This shall be removed and retained pending the investigation. A replacement weapon will be made available to any member placed on Administrative Leave and whose weapon has been removed. The officer shall not be ordered to submit to a urinalysis and/or blood test except for reasonable suspicion that drugs or alcohol may have been involved. This shall be at the Department's expense. Bargaining unit member(s) will receive formal notification of their Administrative Leave through a Memorandum.
- E. The bargaining unit member(s) shall be placed on paid administrative leave for up to five (5) work days, at the officer's discretion, after which they shall return to full duty, unless the Department extends the paid administrative leave pending the determination by the prosecutor's office on whether charges will be filed. If criminal charges are reasonably anticipated, the Department may place the bargaining unit member on unpaid suspension. If the charges are subsequently dropped, or if the bargaining unit member is not convicted on the charges, he or she will also be returned to full duty status with all back pay, unless the Employer independently determines to impose disciplinary action against the bargaining unit member. In that event, all other procedural safeguards of this Memorandum and the Employer's personnel rules shall apply to that disciplinary action.

The disciplined employee will be paid back-pay for the difference between the level of discipline and the duration of the unpaid administrative suspension. For example, if an employee is on administrative leave for 60 days and receives a 30 day disciplinary suspension, the employee shall be paid back-pay for 30 days. The bargaining unit member(s) will receive formal notification through a personnel action form of their return to active status.

- F. Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality may be required to be evaluated by a mental health professional to determine if the bargaining unit member is fit for duty, before they may return to active duty. This shall be at the expense of the Department.
- G. The City will pay the costs and expenses for initial counseling for any bargaining unit member who is involved in a critical incident. If continued counseling beyond that is requested or recommended by a mental health professional, the City shall pay all costs associated with such extended counseling, for a reasonable period of time.

Article 9 - Grievance Procedure

A grievance is an alleged violation of this Agreement. Parties shall make a sincere and determined effort to settle meritorious grievances at the voluntary steps of the grievance procedure and keep the procedure free from un-meritorious grievances. Only the Lodge shall have the ability to file a grievance under this procedure. Individual bargaining unit members shall submit their alleged grievances to the Lodge for consideration. If an alleged violation is arguably a violation of this agreement and of independent City policy, the bargaining unit member and/or the Lodge may elect either this grievance procedure or the procedure available under City policy, but not both.

Section 1. Grievance Process

The following procedure is established for the prompt resolution of grievances or disputes that may arise out of the interpretation or application of this Agreement and/or any disciplinary action. The Department shall not retaliate against any bargaining unit member who is involved in a grievance. By mutual agreement, the parties may extend any time deadline established in this Article. Absent such agreement, however, if Department management or the City fails to issue a timely response to a grievance as provided for in this article, the Lodge may immediately advance such grievance to the next step.

(Business Day refers to Monday thru Friday 8:00 AM to 5:00 PM and does not include City holidays.)

Step 1.

The Lodge shall initially file non-disciplinary grievances at the first supervisory level which is outside of the bargaining unit and above where the decision being grieved was made within fifteen (15) business days after the employee involved knew of the decision giving rise to the grievance. The parties desire to resolve as many grievances as possible at this step, but in any event, the supervisor shall give the Lodge an answer within ten (10) business days after the grievance has been presented to him or her.

Step 2.

If the matter is not satisfactorily resolved in Step 1, the Lodge may continue the non-disciplinary grievance by submitting a copy of the grievance and of the first response to the Chief or their designee within ten (10) business days after receipt of the answer in Step 1. The Lodge will also file disciplinary grievances directly with the Chief or their designee within fifteen (15) business days of the discipline being imposed. Either the Lodge or the Chief or their designee may request a meeting to discuss the grievance. This meeting shall be held within five (5) business days of submission of the grievance at this step. The Chief or their designee will give the Lodge a written answer within ten (10) business days of the meeting or within ten (10) business days of the submission, if no meeting is requested.

Step 3.

If the matter is not satisfactorily resolved in Step 2, the Lodge may continue the grievance by submitting a copy of the grievance and of the responses to the Human Resources Director within ten (10) business days after receipt of the answer in Step 2. Either the Lodge or the Human Resources Director may request a meeting to discuss the grievance. This meeting shall be held within five (5) business days of submission of the grievance at this step. The Human Resources Director will give the Lodge a written answer within ten (10) business days of the meeting or within ten (10) business days of the submission, if no meeting is requested.

Step 4.

If the Lodge is not satisfied with the answer received in the preceding step, it may submit the grievance to the City Administrator, within ten (10) business days thereafter. The City Administrator will give the Lodge a written answer within ten (10) business days of receipt of the grievance. During this period a meeting between the City Administrator and the Lodge shall be held if requested by the Lodge or the City Administrator.

Step 5.

Grievances may be settled at any of the steps of the grievance procedure and if the settlement is reduced to writing and signed by the representatives of both the Lodge and the City, such resolution shall be final to the grievance.

If the steps provided above do not resolve the grievance, the following procedure will be available:

The matter shall be submitted to advisory arbitration at the request of either the City or the Lodge. In the event of such arbitration, the arbitrator shall be instructed that each party shall bear its own costs but that the arbitrator's fee shall be divided equally between both parties. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel submitted by the Federal Mediation and Conciliation Service with the party requesting arbitration striking the first name from the list and then alternating between the parties thereafter.

In the event that arbitration is not requested within thirty (30) business days of the City Administrator's decision, the matter shall be considered dropped. The City shall adopt the arbitrator's advisory decision unless it is clearly against the weight of the evidence.

Article 10 - Legal Representation

Section 1. Civil Action

The City agrees to provide, at its expense, legal counsel to bargaining unit members in connection with any civil action brought against them arising out of the good-faith performance of their duties in which the bargaining unit member has made a reasonable attempt to comply with Department policy.

Section 2. Criminal Charges

Upon application, the City may reimburse bargaining unit members and/or the Lodge for the reasonable cost of criminal defense if criminal charges are filed arising from alleged misconduct within the scope and course of their employment with the City, and if the involved bargaining unit member is not convicted on the charges.

Section 3. Grievances

The City nor the Lodge shall be required to provide bargaining unit members with an attorney in connection with grievances filed pursuant to the grievance procedure contained in this agreement.

Article 11 - Leave

Section 1. General

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

Section 2. Schedule of Vacation Accrual

- A. Full time bargaining unit members accrue annual paid vacation leave credit in accordance with the following schedule:

| Years of Service | Accrue Annually |
|------------------|-----------------|
| 0-1 | 80 Hours |
| 1-2 | 88 Hours |
| 2-3 | 96 Hours |
| 3-4 | 104 Hours |
| 4-5 | 112 Hours |
| 5-7 | 120 Hours |
| 7-9 | 128 Hours |
| 9-11 | 136 Hours |
| 11-13 | 144 Hours |
| 13-15 | 152 Hours |
| 15-20 | 160 Hours |
| 20-25 | 200 Hours |
| 25 and Over | 240 Hours |

Section 3. Accumulation of Vacation Leave

- A. Members may accumulate vacation credit to a maximum of two hundred forty (240) hours.
- B. No vacation leave accrual in excess of the aforementioned figure will be carried over and instead will be paid out at the member’s normal rate of pay, if reasonable accommodations cannot be made to use the time.
- C. In the event that the City specifically appropriates funds for the purpose, a member may elect to convert unused vacation leave, not to exceed a maximum of forty eight (48) hours, to cash payment at the member's normal rate of pay. Such election to accumulate or convert to cash must be made in the final full work week of November and payments will be made in December.

Section 4. Vacation Scheduling

- A. Vacations will be scheduled utilizing the chain of command to notify the Patrol Commander or his/her designee of the vacation schedule desired. The Patrol Commander shall schedule vacations so as not to unduly interfere with the operations of the department and will not unreasonably deny vacation requests.
- B. When there is a conflict between requests, and the approval of both requests would unduly interfere with the operation of the department, seniority/time in grade shall prevail. Vacations

shall be scheduled in writing at least two weeks before the vacation is to take place. Requests for vacation with less than two weeks notice may be approved at the discretion of the Patrol Commander or designee, which shall not be unreasonably denied.

No member will be required to change his/her scheduled vacation or accumulated holiday due to a senior employee transferring to the shift. The employee being transferred will retain all remaining vacation time as previously selected on their original shift.

- C. Extended vacation requests, five (5) shifts or more, must be submitted for early consideration by March 1st every year and shall be granted on the basis of seniority. If a conflict in requests should arise during the early consideration period, and only if granting both would unduly interfere with the operation of the Department, then seniority shall prevail. However, once a junior officer has been granted vacation in accordance with this procedure, a senior officer cannot bump him or her. After the early consideration period ends, bargaining unit members may submit requests for extended vacation which will not be unreasonably denied. Any conflict in requested dates shall be resolved in favor of seniority if granting both would unduly interfere with the operation of the Department.
- D. More than one member on a shift shall be allowed to take vacation at the same time, but so long as it only causes one overtime slot to occur. For example, if six members are scheduled then three members can be on vacation so only one overtime slot occurs.
- E. Vacation leave time shall be considered the use of vacation hours, holiday hours or compensatory leave hours.

Section 5. Compensatory Time

- A. The Department shall pay cash for all overtime hours, unless a bargaining unit member chooses to receive compensation time by indicating that choice in writing on the applicable time sheet. Bargaining unit members shall not be ordered to choose compensation time.
- B. In the event that the City specifically appropriates funds for the purpose, a member may elect to convert unpaid compensation time, up to the limits set by the City, to cash payment at the member's regular rate. Such election must be made in accordance with the procedures and time deadlines set by the City.

Section 6. Holiday Time

A. General Provisions

The following days are designated as legal holidays by the City Council. Employees may supplement their days off using accrued vacation, compensatory time, or other holiday hours. Subject to the scheduling of time off as provided in Article 11.

- New Year's Day
- President's Day
- Independence Day
- Veteran's Day
- Day After Thanksgiving Day
- Martin Luther King Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day

B. Scheduled Work Time on Holidays

Each member employee shall be allowed time off with pay for each day of the foregoing holiday schedule. An essential (shift) employee regularly scheduled to work on any holiday shall work that day and be compensated at the rate of one and one half (1.5) regular pay plus receive holiday pay of fifteen minutes for every one-half hour worked provided such member works the holiday and not on the City recognized holiday.

C. Time off proclamation

If the City adds any holidays for its other employees, either on a continuing basis or for a special event, the added holiday shall be deemed to be a holiday under this Memorandum. The City further agrees that, in the event that the State of Missouri or the Federal Government recognizes September 11th (9/11) as a State or National Holiday, September 11th will be added to the above list of holidays.

D. Separation

- a. Members separated from employment for any reason including death shall be paid their current regular rate for all holiday hours that have been earned, but not used.
- b. Members separated from employment for any reason including death shall be paid their current regular rate for all vacation hours that have been earned, but not used.

Section 7. Bereavement Leave

All bargaining members will be afforded leave for the death of an immediate family member. Any member wishing to use bereavement leave should contact his or her supervisor immediately. All members covered by this memorandum will be permitted to use bereavement leave for five (5) days immediately following the death of the members parent, step parent, brother, sister, mother in law, father in law, domestic partner, or any non-blood related person living in the member's home at the time of death. All members covered by this memorandum will be

permitted to use bereavement leave for a maximum of two (2) weeks' time immediately following the death of the members spouse, child, or step child. All members covered by this memorandum will be permitted to use bereavement leave for three (3) days time immediately following the death of the member's uncle, aunt, grandparent or grandparent in law. Additional time may be requested and granted within the City's discretion.

Section 8. Sick Leave

A. Accumulation of Sick Leave

Employees incurring non-duty related sickness, illness, or disability shall be entitled to sick leave with full pay. Sick leave is accumulated at the rate of eight hours (8) hours for each calendar month, or portion thereof, from the original hire date of the employee. Members shall accumulate sick leave up to a maximum of one thousand two hundred (1200) hours. However, the sick leave already credited to a member employee on the date this Memorandum is executed shall not be reduced until taken or paid.

B. Retirement and Duty Related Death

Upon retirement, a member shall be compensated for all accumulated sick leave up to one thousand two hundred (1200) hours at the member's regular rate of pay. If a member is killed in the line of duty, the member's beneficiary receives 100% of the member's accrued sick leave. If a member is not killed in the line of duty, the member's beneficiary shall receive 50% of the member's accrued sick leave. These amounts may be taken in lump sum or in bi-monthly installments at the election of the officer or beneficiary.

C. Use of Sick Leave

Bargaining unit members will notify the on-duty supervisor at least two (2) hour prior to the beginning of their work shift that they wish to use the sick leave, unless for good reason such notice cannot be given. The Department, or the Chief, may require any bargaining unit member, whom they reasonably believe to have established a pattern of misusing sick leave, to furnish to their supervisor a medical form from a duly signed physician, dentist, or health care provider stating the general nature of the illness or injury and the approximate length of time the member will be off work due to the illness or serious injury. Specific detail is not necessary and the Department shall not seek it.

D. "Gifting" Sick Leave

A member may choose to "gift" sick leave to a fellow employee of the City in the event that an employee has reason for an extended leave due to illness or disability. If any member decides to exercise this option, the member must submit a document stating their intention to "gift sick leave" to the Human Resources Director in writing.

Section 9. Sick Leave During Vacation

A member may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided the member immediately notifies the on-duty supervisor, and provided such use would be warranted if the member were not on vacation leave and provided further that a medical form from a duly certified physician, dentist, or health care provider stating the general nature of the illness or injury and that the member was ill to a degree that would normally preclude him/her from performing their respective duties is submitted.

Section 10. Workers Compensation / Injury Leave

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

Section 11. Military Leave

- A. Any member of the bargaining unit that is activated for Military orders (temporary or long term activations) will be guaranteed re-employment with the Department and the Department will abide by federal law and all other applicable regulations as it relates to employment rights.
- B. Any member of the Lodge that is currently under contract with the United States Military Reserve or National Guard, and required to attend monthly "drill weekends," shall be granted paid leave for that purpose not to exceed fifteen (15) days per Year. The member must provide documentation of participation in scheduled drills to receive this compensation.
- C. Any member activated for military service, for a period that exceeds ten calendar days, and whose pay and allotment from the military is less than that of their pay earned from the City, shall be compensated for the difference. Any member wishing to use this benefit must provide a copy of the pay and allotment statement from D.F.A.S. (Defense Finance and Accounting Service), which must be accompanied by a copy of the orders.
- D. The City agrees to make any and all contributions to the retirement plan (LAGERS) for any and all time that the Member was on Military Leave at the time the Member returns back to work with the City.

Section 12. Jury Leave and Court Appearance

The City policy provides that employees should serve jury duty whenever called upon to do so. Upon receipt of an order to report for jury duty, the employee will show the order to his or her immediate supervisor.

If the member is required to serve on jury duty during their regularly scheduled work day, they shall be granted such time off from work and shall receive their regular pay for hours served on jury duty that coincide with their regular work day. Any other remuneration received by the member for serving as a juror shall remain the property of the employee for the first two weeks of jury duty. After two weeks of jury duty, the member shall tender to the City any additional remuneration for serving as a juror.

Section 13. Rehire

When any Member leaves the employment of the City and is rehired more than a month later they lose all seniority rights. However, if they are rehired within a year of separating from the City, they retain the same rate of vacation accrual as they had prior to leaving.

Section 14. Fetal Protection

A female member, including introductory, who upon advice from her physician may not safely perform all of the normal duties of her job during pregnancy will be temporarily assigned to non-hazardous duties for the protection of the unborn fetus.

The member shall remain assigned to a non-hazardous duty or another similar assignment until her physician specifies in writing that the pregnancy is terminated.

If, at any time during the pregnancy, the member's physician feel that the member cannot perform non-hazardous duty, she will be placed on paid leave (sick leave/vacation/holiday) or non-paid leave.

A non-hazardous duty assignment is defined as: a work environment which does not expose a pregnant employee or fetus to potential hazards incurred during emergency response activities or preparation of such activities.

Article 12 - Benefits

Section 1. Health, Dental, Life Insurance Coverage

The City shall provide all Members a Benefits Program consistent with the benefits program afforded to all City employees.

Section 2. Pension

In keeping with the agreed upon terms between the Lodge and City, all members of the bargaining unit will continue as members of Local Government Employees Retirement System, "LAGERS" at the level of L6 Section 70.600 -70.760 of the Revised Missouri Statutes subject to all provisions thereof and entitled to all benefits included therein. This agreement can only be

changed if the City moves the members to a higher level of “LAGERS” and any such changes must first be agreed upon by the Lodge after the Lodge is notified in writing that changes are being proposed.

Section 3. Voluntary Deferred Compensation

Members shall be afforded the option to enroll into a secondary retirement program selected by the City and governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program.

Section 4. Vaccinations and Boosters

The City will provide vaccinations and booster doses for communicable diseases and blood borne pathogens in compliance with Missouri Department of Health and OSHA regulations for the following diseases, at a minimum: Hepatitis (A and B), Poison Ivy, Tuberculosis; Influenza; Rubella; Polio; and Tetanus.

The City agrees to provide inoculation or immunization shots for a bargaining unit member’s family when such is determined to be medically necessary as a result of the bargaining unit member’s exposure to contagious diseases while in the line of duty.

Section 5. Slain Officer / Dependent Coverage

If a bargaining unit member is killed in the line of duty, the City shall continue his or her medical insurance plan, or if necessary procure a new medical insurance plan which is substantially similar to that in effect at the time of death, for the benefit of the bargaining unit member’s spouse and dependent children. This coverage shall cease for the spouse when the spouse remarries or turns 65 and for the dependent children when they reach the age of 26. If applicable federal law changes, the parties shall immediately re-bargain the duration of these coverages.

The City agrees to pay an additional \$10,000 for reasonable funeral and burial expenses of a bargaining unit member who dies in the line of duty, payable to the registered beneficiary on record with the City.

Section 6. Benefits Committee

The Lodge may appoint up to two (2) Members to serve on the City’s Benefits Committee for the purposes related to employee benefits.

Section 7. Community Center Membership

All bargaining unit members shall receive a free individual membership to the Liberty Community Center and a 70% discount on a family membership.

Article 13 – Training

Because the City and the Lodge agree that to have a professional Police Department there are certain training requirements that must be met, the following requirements are set forth to ensure that all members receive the necessary training which allows them to perform their duties in a professional manner.

Section 1. Firearms Training

- A. Members who carry a firearm in performance of their duties shall receive not less than twenty-four (24) hours of yearly firearms training. Members will be required to qualify with a minimum score of eighty (80) percent.
- B. Any member not able to complete a qualification with a passing score will be provided with remedial firearms training. This training will be at the convenience of the firearms instructors currently titled as such by the Department.
The Department will provide all members with the training required for each member to comply with Missouri P.O.S.T. guideline. All firearms training conducted by the Department shall include a bargaining unit member as an instructor. All mandatory outside training shall be agreed upon by the labor management committee.
- C. Officers who have a minimum of 10 years of total service in law enforcement and who retire in good standing from the City will be provided a photograph identification card indicating they are a retired police officer.
- D. When training space is available, the Department will provide retired or separated officers with the firearms qualification to meet the state's standards. Those officers must provide their own ammunition which is acceptable to the range officer.

Section 2. Pay for Training

Training required by the department shall be considered to be on-duty time, for which the member will be compensated in accordance with the provisions set forth in this memorandum. Time spent in such training over and above member's regular work day shall be considered overtime, and compensated at the rate of (1.5) times the member's normal rate of pay. Training shall be scheduled by the Patrol Commander and done so under his/her discretion. Training required by the Department shall be paid for by the Department without condition or exception.

Section 3. Special Weapons and Tactics Team

The Special Weapons and Tactics Team shall train a minimum of twelve (12) hours per month.

Section 4. Meal Reimbursement

Unless a full meal is provided, the City shall provide each bargaining unit member with a per diem for each meal while the Member is attending training which occurs more than 50 miles from

the Department. The per diem shall be in the amounts specified by the United States General Services Administration.

Section 5. Hours

When a Member is attending training and the training time and total travel time cumulatively exceed the duration of half of the bargaining unit member's shift, then it shall constitute an entire work day. The Member shall not be required to return to the department to complete the remainder of their work day and shall be paid for a full day.

Article 14- Compensation

Section 1. Wages and Other Economic Items

The City agrees to work towards the implementation of a salary step plan when, in the sole discretion of the City Council, the budget permits. In the meantime, the parties agree to continue bargaining during the term of this Agreement over economic items, including, but not limited to, wages, cost of living adjustments, longevity pay, and shift differential. If agreement is reached on any economic item during the term of this Agreement, such agreement shall be inserted in the appropriate article and section as a provision of this Agreement. Until such agreement is reached, economic items, including wages, shall be as contemporaneously provided by the City. Nothing in this provision shall prohibit the City from increasing or improving economic items, including wages, during the term of this Agreement.

Section 2. Out of Class Pay

Any member of the bargaining unit who has completed their probationary period may be required to temporarily accept the responsibilities and carry out the duties of a position or rank above which he or she holds. When a member assumes the responsibility of a superior rank for an entire shift, the member shall be paid "out of class" pay. Out of class pay is a set rate of \$25.00 per day.

Article 15 – Staffing, Vacancies and Promotions

Section 1. Staffing

Because the City recognizes that a properly staffed police department is critically important to the safety of the citizens, the following minimum standards are established. However, the City will endeavor to always exceed these minimum standards. At all times, the City shall maintain or be seeking to maintain at least forty (40) active full time certified police officers.

Section 2. Vacancies

- A. In anticipating Police Officer vacancies the Chief of Police may have a pool of recruits from which vacancies can be filled as they occur.
- B. Vacancies in the ranks of Sergeant, which the Department is filling, shall be filled by promotion.
- C. Vacancies in the ranks of Corporal, which the Department is filling, shall be filled by promotion.
- D. In the event of a vacancy for the position of Chief of Police, the Lodge shall have one member on the committee, if any, to find replacement candidates. If a committee is used, the member will be chosen by mutual agreement of the parties and shall serve on an oral board for candidates.

Section 3. Promotions

If a member receives a promotion and changes classification to one that has a higher pay scale, they will receive a ten percent (10%) pay increase or be moved to the lowest place on the higher pay scale, whichever is greater pay.

Section 4. Promotional Examinations

For the purpose of promotional examinations, the following qualifications shall be in effect:

- A. Sergeant – Non-probationary Corporals are eligible to take the examination for the rank of Sergeant. Testing will take place for the rank of Sergeant on a date which is not sooner than three (3) months from the date the opportunity is announced.
- B. Corporal – All commissioned bargaining unit members that have two (2) years of continuous service with the Department from their most recent date of appointment and who are not on probation are eligible to take the examination for the rank of Corporal. Testing will take place for the rank of Corporal on a date which is not sooner than three (3) months from the date the opportunity is announced.

Section 5. Promotional Lists

The names of candidates who have completed the promotional examination process shall be placed on a Promotional List in the order of their scoring with highest score on top. Promotions shall be made from the Promotion List in rank order with the candidate at the top of the Promotion List receiving the first promotion. The Department may promote a candidate who is not at the top of the Promotion List only if there are clear and compelling reasons to do so. Promotional lists shall be maintained for two years from their date of inception, unless all qualified candidates have been exhausted.

Section 6. Demotions

Upon demotion, a bargaining unit member who had not completed probation for the higher rank shall be placed in the same place in the pay scale held prior to being promoted. A bargaining unit member who is demoted after completing probation for the higher rank shall be placed in the highest place in the pay scale of the lower rank.

Article 16 - Overtime Payment

Section 1. Hours

Members who work in excess of their regularly scheduled hours, or who work other than their regularly scheduled shift shall be compensated at the members' option at one and one half (1.5) times their hourly rate of pay. With the exception of court time, employees on approved leave or administrative leave shall not be eligible for overtime. Overtime shall be paid in thirty (30) minute increments.

Section 2. Stand By Overtime

Members who are contacted by any department supervisor, (Sergeants, Lieutenants, Captain, Deputy Chief, or Chief) concerning a non-trivial job related issue on their off time shall be compensated for the actual time spent on the call or one half (1/2) hour, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate.

Section 3. Call Back Overtime

Members who are called back for unscheduled duty with less than 24 hours notice will receive pay for three (3) hours or for actual hours worked, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate of pay. Hours worked which coincide with a member's regularly scheduled tour of duty shall not apply to this provision.

Section 4. Court Time

Members who are required to appear in court, on behalf of the City or in relation to their employment with the City, on their time off, shall receive one and one half (1.5) times their hourly rate of pay for a minimum of two (2) hours or for the number of hours the member is actually required to be in court, whichever is greater. If a member receives less than twenty four (24) hours notice that they are required to appear in an upcoming court hearing, they shall receive the greater of three (3) hours pay or actual time.

Article 17 – Clothing and Equipment

Section 1. Personal Uniforms, Equipment, and Duty Gear

The City shall furnish, at its expense, uniforms and equipment required of employees or necessary for the safe and efficient performance of job duties, as detailed in the Department's Procedural Instruction. Any changes to current Procedural Instruction will be mutually agreed upon by the Labor/Management Committee. It is the responsibility to the member to keep their equipment in good repair. If any equipment becomes damaged or destroyed, the member shall timely report it to a supervisor and request replacement equipment. Employees shall not be made to respond to hazardous situations until such damaged or destroyed equipment necessary for the safe operations has been replaced.

The City shall provide all protective clothing, to include but not limited to; bullet resistant vest, helmet, and firearms shall meet the most applicable National Institute of Justice standards in effect at the time of issue and shall be worn to all emergency incidents as required by Department Procedural Instructions.

The clothing issued to all Members and newly hired employees shall consist of a minimum of four (4) long sleeve and four (4) short sleeve class B shirts, one (1) tie, four (4) pairs of Class A or Class B uniform pants, one (1) uniform coat, one (1) rain coat, one (1) pair of uniform shoes or boots (\$100 annually towards the purchase of a new pair), one (1) badge, one (1) name tag, two (2) short or long sleeved t-shirts with department insignias, one (1) dress style hat, one (1) hat badge pin, one (1) ball style hat with department insignia, one (1) bullet resistant vest, two (2) bullet resistant vest covers, one (1) soft trauma plate (1) duty belt, one (1) handgun holster, one (1) handgun, all necessary ammunition, one (1) collapsible baton and holder, one (1) pair of handcuffs and holder, one (1) radio and holder, two (2) spare magazines, one (1) magazine pouch, one (1) can of OC spray and holder, (1) flashlight ring, one (1) Taser and holster, and four (4) belt keepers, and such other items and clothing as deemed necessary.

The clothing issued to all newly hired employees shall consist of a minimum of four (4) pairs of pants, four (4) long sleeve shirts, four (4) short sleeve shirts, one (1) coat, one (1) pair of shoes, and one (1) belt. Such employees shall receive \$75 annually for purchasing a new pair of shoes.

Section 2. Replacements

The City shall pay for the replacement of Department issued items, when no longer serviceable by no negligence of the member. The City also agrees that it shall pay for the replacement or repair of personal items or equipment, that enhance the bargaining unit member's abilities to perform their duties, purchased by the bargaining unit member, when they become damaged or destroyed on duty. This provision includes, but is not limited to, the reasonable value of professional attire (i.e. suits, sport coats, dress shirts, slacks, dress, skirts, etc...) that the

bargaining unit member is required to maintain due to their assigned position. The City shall have sole discretion to repair or replace the item. Bargaining unit members may be required to furnish receipts prior to payment by the City.

Section 3. Monthly Allowance

Prior to January 30th of each year, the City shall pay bargaining unit members who are assigned to plain clothed positions as of January 1st a non-refundable yearly attire allowance of \$600.00 (six-hundred dollars). If a bargaining unit member becomes a plain clothed officer during the middle of the calendar year, he or she will receive a pro-rated non-refundable attire allowance for the remainder of the year within thirty (30) days of assuming the position.

Section 4. Dry Cleaning

The Department shall pay for the regular dry-cleaning of Department issued uniforms and of clothing worn on-duty by plain-clothed officers.

Article 18 – Miscellaneous Provisions

Section 1. Off-Duty Responsibility

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

Section 2. Off-Duty Employment Related to Law Enforcement

- A. The City agrees that bargaining unit members engaged in off-duty employment and performing law enforcement duties will be covered by the City's Worker's Compensation Plan.
- B. Off-Duty opportunities will initially only be offered to Bargaining Unit Members and will be offered as soon as reasonably possible. If an off-duty opportunity is available with more than 24 hours of advance notice, bargaining unit members shall have 24 hours to claim it. If an off-duty opportunity is available with less than 24 hours of advance notice, bargaining unit members shall have two (2) hours to claim it.

Section 3. Off-Duty Employment Unrelated to Law Enforcement

All members will be afforded the opportunity to work off duty jobs which are not related to law enforcement to provide a supplement to their income. Ability to work these jobs will not be denied unless one of the following conditions is applicable:

- A. Member currently in Field Training;
- B. The secondary employment interferes with the stated mission or the values of the Department;
- C. The secondary employment entails the serving or mixing of alcoholic beverages;
- D. It interferes with the member's ability to fulfill their job duties.

Section 4. General Orders

The Department will make accessible to each bargaining unit member a notebook in print or electronic media that contains the City Policies, Procedural Instructions for the Department, Chief's Memorandums and this Memorandum of Understanding. Bargaining unit members will receive training in each and every new or changed item for which they will be expected to abide.

Section 5. Continuing Education

The City shall provide a total of two thousand dollars (\$2000.00) per calendar year for members taking job related classes at an accredited college on a first come first serve basis. A member who does not receive a letter grade of at least a "C" must reimburse the City the full amount received as a condition of continued employment. After exhaustion of these funds, additional requests can be submitted and will be granted at the City's discretion.

Section 6. Meals

The City will provide a coffee machine, coffee grounds, coffee filters and coffee cups to Members. On duty Members may frequent area eating establishments as long as such dining does not interfere with the seating or dining of regular patrons.

Article 19 – Entire Memorandum of Understanding

This work agreement will be considered as addendum to the Personnel Policies and Procedures in effect at the time this work agreement is executed. If a conflict exists between this agreement and the Personnel Policies and Procedures in effect at the time this work agreement is executed, this agreement will Prevail; however if there is no conflict the Personnel Policies and Procedures in effect at the time this work agreement is executed will prevail. Benefits and rights provided to all other city employees as part of the City Personnel Policies and Procedures that are not specifically addressed in this agreement shall also be conferred upon bargaining unit members. The parties further acknowledge that during the meetings that resulted in this Memorandum, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum. Waiver or any breach of this Memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

Article 20 – Saving Clause

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

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

Article 21 – Duration

This Memorandum of Understanding shall become effective upon its execution, and shall be in force until December 31, 2015 at which time it will automatically renew unless either party provides written notice of their intent to negotiate at least ninety (90) days prior to the automatic renewal date. This Memorandum of Understanding shall continue renewing automatically thereafter unless either party provides written notice of their intent to negotiate at least ninety (90) days prior to December 31st of subsequent years. In the event notice of reopening is served, this Memorandum shall continue in full force and effect until a new Memorandum is signed by the parties. If negotiations for a successor Memorandum conclude without the parties agreeing upon a successor Memorandum, this Memorandum shall continue in full force and effect.

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

For the Lodge:

For the City:

Rick Inglima

03/25/2013

President, Rick Inglima

Date

City Administrator

Date

Committee Member Cary Smithmier Date

Chief of Police Date

Committee Member Nathan Mulch Date

Committee Member Ronnie Milburn Date

APPENDIX A

**PAYROLL DEDUCTION AUTHORIZATION
FOR FOP LODGE # 50 DUES**

NAME: _____

SOCIAL SECURITY # _____

ADDRESS: _____

Effective this date, I hereby authorize the City of Liberty, Missouri, to deduct from my pay the amount of \$18.00 each pay period for membership dues to Lodge # 50 of the Missouri Fraternal Order of Police, as designated by their Constitution and By-Laws.

I further authorize that future dues are to be deducted from my pay at the rate established by vote of the membership when adjustments or assessments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or until the expiration of the Memorandum of Understanding, whichever occurs first. Thereafter, revocation may be made by written notice to the Lodge and the City, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

SIGNATURE

DATE

APPENDIX B

**PAYROLL DEDUCTION AUTHORIZATION
FOR SERVICE AND REPRESENTATION FEE**

NAME: _____

SOCIAL SECURITY # _____

ADDRESS: _____

Effective this date, I hereby authorize the City of Liberty, Missouri, to deduct from my pay each pay period a service and representation fee to Lodge # 50 of the Missouri Fraternal Order of Police in an amount provided by the Lodge.

I further authorize that future adjusted service and representation fees to be deducted from my pay at the rate established by reasonable calculation of the Lodge when adjustments are made by vote of the membership when adjustments or assessments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or until the expiration of the Memorandum of Understanding, whichever occurs first. Thereafter, revocation may be made by written notice to the Lodge and the City, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

SIGNATURE

DATE