

CITY OF ST. CHARLES, MISSOURI
AND
ST. CHARLES POLICE OFFICERS
ASSOCIATION



2013 – 2015
LABOR AGREEMENT
POLICE OFFICERS

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ST. CHARLES POLICE OFFICERS ASSOCIATION
AGREEMENT 2013-2015

Article 1
Preamble

This St. Charles Police Officers Association Agreement (this “Agreement”) is entered into by and between the City of St. Charles, Missouri, hereinafter referred to as the “City” and the St. Charles Police Officers Association, hereinafter referred to as the “Union.” It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto; to provide an orderly, prompt, and peaceful means of resolving disputes involving interpretation or application of this Agreement; and to set forth herein basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment. It is acknowledged that during the negotiations that resulted in this Agreement, the parties were fully aware that each party had the unlimited right and opportunity to make demands and proposals concerning terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public. The provisions of this Agreement take precedence over and supersede all prior agreements between the parties concerning benefits, privileges and terms and conditions of employment. It is the responsibility of each employee to be aware of the content and information contained herein.

Article 2
Union Recognition

The City recognizes the Union as the exclusive representative pursuant to the Agreement for the purpose of negotiating salaries, wages, hours and other conditions of employment for full-time, non-probationary, sworn police officers employed by the City, excluding animal control officers, and Sergeants, Lieutenants, Captains, and other management, supervisory, and confidential employees (the “Unit”). These rights of the members’ representative shall remain in effect until decertification of the Union.

Article 3
Union Representation

3.1 Neither party shall have any control over the selection of the negotiating representatives of the other party. At the first negotiations meeting, the Union shall furnish the City with a written list of the Union’s negotiating team and designated substitutes, if any. The City agrees to furnish the Union with a list of negotiating team members at the first negotiating meeting and substituted changes thereto.

3.2 The City shall recognize up to two (2) Union representatives, who shall be Executive Board Members of the Union, for the purpose of negotiations. The City shall also recognize up to two (2) additional representatives who shall be legal counsel or Executive Board officers for the Fraternal Order of Police, Lodge 15, for purposes of negotiations. The City agrees that up to

two (2) members of the negotiations team shall be allowed to attend any such meeting with the City without loss of pay, if such meetings occur during scheduled work hours.

Article 4 Prevailing Rights

All past practices are extinguished with this Agreement. The City may continue any current practices within the Police Department that are not in conflict with the terms of this Agreement, the Personnel Manual, or the General Orders of the Police Department, until such time as the City may elect to change the same, but the continuation of such practices after this date shall not create a binding past practice unless the City and the Union specifically agree to the same in a writing signed by both parties according to the provisions of Article 9.

In any case where the Chief or the City has discretion to take or not take a particular action, the exercise of such discretion shall not be deemed to create a precedent or practice.

Article 5 Discrimination

5.1 Employees shall have the right to self-organization, to form, join, or assist employee organizations, and to bargain collectively through representatives of their own choosing. It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.

5.2 The City agrees it will not discriminate against, coerce, or intimidate any employee because of membership or non-membership in the Union. Members of the Union shall not be discriminated against in any aspect of employment because of their affiliation or membership with the Union.

5.3 Employees shall have the right to refuse to join or participate in any activity of any employee organization and shall have the right to represent themselves individually in their employment relations with the City by, for example, raising workplace concerns with their supervisors or other member of City Administration. Notwithstanding the foregoing, employees may not individually negotiate with the City over terms and conditions of employment that are addressed by this Agreement. Employees shall not be discriminated against in any aspect of employment because of their refusal to affiliate with the Union or because of membership or affiliation with another labor organization. In particular, the Union shall not discriminate against employees covered by this Agreement on the basis of membership or non-membership in the Union, the payment or non-payment of dues, or representation because of race, creed, color, sex, age, or national origin. The Union agrees that no officer, agent, representative, or member of the Union shall coerce or intimidate any employee into joining the Union. The Union recognizes that no employee is required to join the Union, but that every employee has the right to choose of his/her own free will as to whether or not he/she will join the Union.

5.4 Employees have the right to refrain from any and all activities with reference to an employee organization and shall be free from any and all restraint or coercion in the exercise of the right to refrain from joining, participating, assisting, supporting or in any other way contributing to the operation of the Union. Employees shall not be interfered with, intimidated,

restrained, coerced or discriminated against in any aspect of their employment because of the exercise of any of these rights.

Article 6 Union Dues

6.1 Any employee may authorize a payroll deduction for the purpose of paying Union dues. Such authorization becomes effective only upon receipt by the City of a fully executed Dues Deduction Form (as authorized) from any employee.

6.2 The Union shall be responsible for providing members with a Dues Deduction Form and/or Revocation Form, which shall be forwarded to the Human Resources Department.

6.3 Any present or future employee who authorizes a payroll deduction as set out above in this Article shall during employment pay Union dues equal to 1% of the top officer's salary. Dues shall be withheld in the same manner as other deductions pursuant to the City's customary payroll practices. The effective date for deducting dues shall be the beginning of the pay period following the date the signed Dues Deduction Form is received by Human Resources. The effective date for stopping of dues deduction shall be at the beginning of the pay period thirty (30) days following the date the signed Revocation Form is received by Human Resources.

6.4 No Union dues shall be deducted from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than minimum wage or less than the amount to be deducted.

6.5 Service Fees

6.5.1 Any present or future employee who is not a member of the Union shall pay the Union a service fee, equal to the prevailing rate of Union dues, identified in Article 6.3 above, as a contribution toward the administration of this Agreement, subject to the provisions set forth below in Section 6.5.2. No authorization is required for deduction of service fees under current case law. However, the Union shall indemnify the City and its employees and agents from and against, and pay for, any and all claims, demands and lawsuits in any way arising out of, based upon, or relating to the deduction of any such service fees or any action taken by the City to comply with the terms of this Section 6.5. In addition, the Union shall reimburse the City and such employees and agents for any and all costs and reasonable attorneys' fees incurred to defend and respond to any such claim or lawsuit.

6.5.2 The amount of the monthly service fee shall be based on the cost to finance collective bargaining, contract administration and grievance administration, including all costs germane to such activities (but excluding contributions to support political candidates, or lobbying efforts in Jefferson City or nationally), divided by the number of Unit members, and then divided by twelve (12); but in no case shall the monthly service fee exceed the cost for monthly Union dues identified in Section 6.3. The service fee shall be assessed in the then current contract year for all allowable costs accrued in the immediately preceding year. The Union shall mail all non-members a notice of the amount of the service fee by July 1 of the then current contract year, with a copy to the City. The service fee shall be pro-rated for part-time employees, if any, and for new employees based on their hire date.

6.5.3 Any employee who is a member of and adheres to established tenets or teachings of a bona fide religion, 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 Union under this Section 6.5; except that in lieu thereof the employee shall be required to pay a monthly payment to a not for profit, non-religious, non-labor organization designated by the Union in good faith, after consultation with the employee, and unless otherwise agreed between the Union 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 Union in writing (with a copy to the City's Human Resources Department) and provide sufficient written documentation, declarations and other information to support the claim.

Article 7 No Strike or Lockout

7.1 Prohibited Conduct

7.1.1 The Union, its officers, agents, representatives and/or members, individually and collectively, agree that during the term of this Agreement, there shall be no strike. The term "strike" in the Agreement means any concerted action by employees in failing to report for duty, including any stoppage of work, slowdown, or mass sickout for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

7.1.2 Participation in any strike, by an employee shall constitute an automatic resignation of their position, which position shall be deemed for all purposes to be vacant. Such resignation shall be subject to the Grievance/Complaint procedures set forth in Article 30 below. Any employee who, in the course of their employment, refuses to cross the picket line of any association, union, or other organization, wherever established, violates the commitment and agreement not to strike.

7.1.3 During the term of this Agreement, no member of the Union may campaign for, endorse, or publicize their support for any candidate for an elected office in the City (including a seat on the City Council or the Office of Mayor) (a) while wearing a uniform shirt bearing police emblems of the City or any other item of attire that indicates he or she is an employee of the City, or (b) in any manner that indicates, identifies or reflects they are an employee of the City. Notwithstanding the foregoing, nothing in this Article 7.1.3 shall prevent Unit members from wearing Union attire while participating in political activities. The Union acknowledges and agrees that it is knowingly and voluntarily agreeing to these limitations on the exercise of constitutional rights on behalf of itself and its members in exchange for the other promises in this Agreement.

7.1.4 The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" does not include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

7.2 In addition to any other lawful remedies or disciplinary action available to the City, if the Union fails, in good faith, to perform all responsibilities listed below in Article 7.3 (Union Responsibility), or above in Article 7.1.3 (Prohibited Conduct), the City may suspend any and all of the rights and privileges accorded to the Union under this Agreement, including, but not limited to, suspension of recognition of the Union, grievance procedures, right of access, the use of bulletin boards and facilities.

7.3 Union Responsibility

7.3.1 In the event that the Union, its officers, agents, representatives, or members engage in any of the Prohibited Conduct described above, the Union or its duly authorized representatives shall immediately and publicly disavow such Prohibited Conduct, instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and unlawful, and they must immediately cease engaging in said Prohibited Conduct and return to work. The Union must notify the City in writing, immediately after the commencement of such Prohibited Conduct, what measures it has taken to comply with these provisions.

7.3.2 If the Union performs all of the responsibilities set forth herein, its officers, agents, and representatives shall not be liable for damages for Prohibited Conduct performed by employees in violation of Article 7.1.

7.3.3 During the term of this Agreement, all employees who hold a position of Union officer, or other position of authority of the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at or report to work during any interruption which may be initiated by other employees, and to encourage the employees violating this Article to return to work or otherwise cease engaging in the Prohibited Conduct.

Article 8 General Policy of Cooperation

8.1 Productivity Goals

Employees and the City agree to cooperate and assist in improving productivity through cooperation in developing:

- A positive work environment,
- Innovative techniques for improving Department operations,
- Methods to maximize time usage, and
- Annual performance measures.

8.2 Loss Control Support

The Union shall support the City's Safety Program and employees shall attend safety courses if required by the City and made available on City time. Both the City and the Union recognize the need, and shall strive to reduce, the number of work place injuries among employees.

It is the duty of management to make every reasonable effort to provide and maintain a safe place of employment. The Union shall cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their duties to be alert to unsafe practices, equipment and conditions, and report them to their immediate supervisor. If such conditions cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally or through the Union to the Chief of Police or his/her designee. On any matter of safety that is not resolved, consultation shall take place between the City and Union representatives.

Article 9 Rights and Obligations

9.1 The Union agrees that the City has and shall continue to retain, whether exercised or not, the sole and exclusive right to exercise all rights and functions of management in all respects, except as explicitly restricted by this Agreement. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and the authority of the City, as granted under the laws of the State of Missouri, the Home Rule Charter of the City of St. Charles and its ordinances. Without limiting the generality of the foregoing, the “rights and functions of management”, as used herein includes:

1. The right to plan, direct and control all the operations and services to the Police Department and its employees;
2. The right to manage and direct the employees of the City including the right to establish, modify, reduce or otherwise change work schedules or workweeks (subject to Article 19), assign work and overtime (subject to Article 12), and to establish, modify, or change rules and regulations applicable to employees (subject to Article 42.3);
3. The right to determine the methods, means, organization, levels, and number of personnel by which such operations are to be conducted;
4. The right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of job classifications and ranks based on duties assigned;
5. The right to determine the amount of supervision necessary;
6. The right to establish, change or eliminate existing methods, equipment or facilities;
7. The right to reassign employees to other duties within the Department;
8. The right to relieve employees from duties because of lack of work or for other legitimate reasons;
9. The right to maintain efficiency of operations;
10. The right to hire, promote, transfer, assign, and retain employees in position classifications and the right to suspend, demote, discharge, or impose other disciplinary action against employees and impose sanctions for cause involving deficiencies in performance and/or in conduct, subject to the Union’s right to grieve any disciplinary action taken.
11. The right to develop policy regarding selection and training programs;
12. The right to formulate, change, modify and enforce Departmental general orders, directives, rules, regulations and policies consistent with Article 42.3;

13. The determination of the safety, health and property protection measures for the Police Department;
14. The placing of service maintenance or other work with outside contractors or other agencies of the City;
15. The right to take whatever actions necessary to carry out the mission of the City in situations of emergency;
16. The right to establish, change, or modify duties, tasks and responsibilities or requirements within job classifications in the interest of efficiency, economy, technological change, or operating requirements; and
17. The right to adopt rules, procedures and/or policies or orders regarding testing employees for alcohol or controlled substances.

9.2 Civil & Public Health Emergency Conditions. If at any time, in the sole discretion of the City, it is determined that civil or public health emergency conditions exist, including but not limited to civil disorders, strikes, tornado conditions, floods, infectious disease outbreaks, or other similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage and monetary fringe benefits shall not be suspended. The City shall make reasonable efforts to return to normal operations as soon as possible after the civil emergency or public health emergency is declared to be over by the City.

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

9.4 Because of these changing funding sources, it is understood by the parties that the City may be required to eliminate or significantly reduce some or any of its operations, programs, work, and activities requiring the termination of employees assigned to the respective areas of concern and funding, subject to the layoff provisions of this Agreement. If at any time, at the sole discretion of the City, it is determined that extreme financial conditions exist, the provisions of this Agreement may be suspended by the City during the time of the declared financial exigency. The City shall make reasonable efforts to return to normal operations as soon as possible after the financial exigency is declared to be over by the City.

9.5 No conduct by the City prior or subsequent to this Agreement shall create a binding practice that changes the terms of this Agreement or changes, interferes with or adversely impacts any of the City's rights. No past or future practice that is not set out in writing in this Agreement or in a writing signed by the City and the Union and indicating that the practice is intended to be adopted as a change or impact on the City's rights shall change, interfere with or impact the City's rights.

9.6 The Union shall have the right to present its views to the City either orally or in writing.

9.7 The City agrees to recognize the designated representatives of the Union. The Union agrees to keep the City advised, in writing, of its designated representatives. The names of the Union representatives shall be posted by the Union on appropriate bulletin boards in the work locations.

9.8 It is agreed that internal Union business such as soliciting membership, membership meetings, and posting and distributing literature shall be conducted during the non-duty hours of the members and not in work areas of City Hall or in any area of the criminal justice facility, except as provided in Article 37. Employees may not participate in or attend Union meetings while on duty; provided, however, that an employee may participate in a Union meeting during the employee's authorized meal break.

Article 10
Special Examinations And
Rights of Members While Under Investigation

10.1 Whenever an employee is under investigation and subject to interview by the Police Department for any reason that could lead to disciplinary action resulting in suspension, demotion, or dismissal, such interview shall be conducted under the following conditions: The Union Executive Board must be notified and the employee must be advised that he/she has a right to Union representation. The employee may ask another member of the Union to be present during any pre-disciplinary interview, but may not insist on any particular individual and may not otherwise exercise his or her rights in a manner that would delay or postpone the investigation.

10.2 The interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that the City takes immediate action.

10.3 Interview shall take place in the City Police Building or wherever else the City deems practical.

10.4 The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interviewing officer, and all persons present during the interview. All questions directed to the employee under interview shall be asked by and through one (1) interviewer at any one time.

10.5 Interview sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

10.6 The employee under interview shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action except for failure or refusal to answer a question. No promise or reward shall be made as an inducement to answer any questions. The provisions of this paragraph and this Agreement shall not be interpreted as prohibiting the City from informing an individual that the investigation could result in disciplinary action being taken against them, up to and including dismissal, or from offering an individual an option to resign or accept a particular disciplinary action.

10.7 The interview of an employee shall be audio recorded at the request of the employee or the City. However, no recording shall take place without the knowledge of all parties present. Private conversations between the employee and anyone representing the employee during the course of the interview shall not be recorded.

10.8 Specific Procedures

10.8.1 An employee under investigation may request an intoximeter, blood, urine, psychological, polygraph or medical examination, if it is beneficial to his or her defense. Also, the City may require such examination upon the direction of the Chief of Police or his/her designee.

10.8.2 An on-duty supervisor is required to direct an employee to submit to a breath, blood or urine test, when a level of intoxication or drug usage is suspected as a factor directly related to duty performance or operating a City vehicle.

10.8.3 If an identification line-up is solely for administrative purposes, and criminal prosecution is not anticipated, an employee may be required to participate in a line-up.

10.8.4 All City property, property issued by the City and property authorized by the City for use in connection with official duties shall be subject to inspection and/or search at any time, even if assigned or exclusively used by the employee. Property includes, but is not limited to, vehicles, desks, files, lockers and storage cabinets. The employee has no expectation of privacy in any City property.

10.8.5 If a polygraph is ordered by the City for an employee, the complainant (if an employee) must also agree to submit a polygraph. A polygraph cannot be ordered by the City for an employee, prior to a non-employee complainant being offered the opportunity to submit to a polygraph, though the non-employee complainant shall be entitled to refuse a polygraph, in his/her sole discretion.

10.9 If a witness to the circumstances of a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the employee under investigation, only the names and statements of the complainant and non-incarcerated witnesses may be reviewed by the employee under investigation prior to the beginning of the investigative interview.

10.10 Persons conducting the investigation shall not be a person with significant personal interest in the matters under investigation.

10.11 All complaints against an employee shall be concluded by either a finding that the complaint against the employee is sustained or not sustained, unfounded or exonerated, or that a policy in question was flawed. The results of which shall be provided to the employee and the Union in writing.

10.12 No employee shall be discharged, disciplined, demoted, denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to his/her employment or be

threatened with any such treatment by reason of his/her exercise of the rights granted in this Article.

10.13 Failure or refusal to submit to a polygraph examination in the course of an investigation under this Article shall not be presented by the City as evidence in any subsequent judicial or administrative hearing, trial, or proceeding unless the issue is raised by the employee.

Article 11 Wages

11.1 All employees shall be required to have their paychecks direct deposited electronically. All employees shall be paid in bi-weekly installments by direct deposit into an account at a financial institution designated by the employee. The payroll amount may be divided among and paid out as designated by the employee to up to three such accounts. Wages shall be paid only by way of direct deposit unless the City elects to make payment by way of a payroll check in a particular circumstance.

11.2 The wage grids for each of the years 2013, 2014 and 2015 are as set forth on Appendix A at the end of this document. Each such grid is effective January 1 of the applicable year. For calendar year 2013, the wages on the grids shall be 1.5% across-the-board higher than 2012. In the years 2014 and 2015, employees shall receive an across-the-board increase, if any, that is equivalent to the average percentage increase received by all City employees who are not covered by this Agreement. By way of illustration only, the “average percentage increase” considered for 2014 and 2015 shall include across-the-board increases for all City represented and non-represented employees, but shall not include any step increases of any kind, which are not considered across-the-board increases. Furthermore, the “average percentage increase” for any given year shall not include increases received by other City employees pursuant to a labor agreement that contains similar “same as” language applicable to that year. Each employee shall be paid according to the applicable grid based upon their years of service. This includes without limitation, application of the base rate for straight time. The hourly rates in Appendix A, not the annual or bi-weekly rates, control. The annual and bi-weekly rates listed in Appendix A shall not be used to calculate or determine any employee’s compensation.

11.3 The wage grids and the steps reflected therein shall not apply to employees hired after the effective date of this Agreement. Employees hired thereafter shall be paid an initial rate at the “Hire” grid step, but shall not receive step increases during the term of this Agreement. Provided, however, if any City employee hired on or after January 1, 2014, or, in the case of a newly-hired employee covered by the Agreement between the City and Local 757 of the International Association of Firefighters (the “Fire Agreement”), after the expiration of the Fire Agreement, should receive a step increase during 2014 or 2015, then newly-hired employees under this Agreement shall likewise be eligible to receive step increases under this Agreement.

Article 12 Overtime and Comp Time

12.1 For employees working a Monday through Friday schedule (i.e., a “5 + 2” schedule) time and one half (1 1/2) shall be paid for hours worked in excess of forty (40) hours per work week.

For employees working a Sunday through Saturday 28-day flex schedule, time and one half (1 ½) shall be paid for hours worked in excess of one hundred sixty (160) hours per twenty-eight (28) day period. Overtime rates shall be calculated at time and one half (1 1/2) the employee's regular rate. Overtime must be approved in advance of working. Approval may come from the Supervisor or a Command Staff officer of Lieutenant or above in rank. If time is lost during the regular workweek or 28-day flex schedule for any unexcused or unscheduled absence, or for any vacation, holiday, unpaid leave, funeral leave or discipline, then overtime shall not apply (i.e. such unworked time shall not be considered hours worked for overtime purposes).

12.2 When employees are required to continue past their regular shift to deal with outstanding issues, assignments, or incidents, then the employee shall do so. In all other cases where staffing needs require additional manpower, the City shall first offer the additional work to qualified officers on a seniority basis, by attempting to contact them via phone from a list of Officers who have signed up to be contacted for any overtime available. If there is not a sufficient number of Officers who accepted the call or agreed to work the available hours, then the City shall mandate the Officer(s) with the least seniority on the overtime list to fill staffing needs. Should the list be depleted and staffing needs are not met, then the least seniority officer(s) available will be mandated to work. Provided, however, all employees shall be subject to be called for service at any time to meet any and all operational needs, emergencies or unusual conditions which, in the opinion of the Chief of Police or his/her designee, may require such service from any employee. Employees are expected to work overtime as and when assigned.

12.3 Repeated failure to work overtime when called may result in disciplinary action.

12.4 An employee may, with the approval of the supervisor or Chief, earn comp time at a rate of one and one half (1 1/2) hours of comp time for each hour of overtime worked. Accrued comp time shall be taken within ninety (90) days (unless otherwise allowed by the Chief) or it will be paid out. Use of comp time shall be approved in advance and may only be used in 4-hour increments. Under no circumstances shall an employee with the exception of Officers detached to the Drug Task Force or other agencies, be allowed to accrue more than the comp time accrual cap of forty (40) hours (converted to sixty (60) usable hours). Employees who have accrued the maximum amount of comp time shall be paid time and one half (1 1/2) for any overtime hours worked in excess of the accrual cap.

Article 13
Callouts
(Non-Court Related)

13.1 A "callout" is defined as when an employee is called in to work at a time other than the employee's scheduled work hours. Employees responding to a callout shall be paid at the rate of time and one half (1 1/2) the regular rate for hours worked continuously after reporting back to duty (until he or she has a break of two (2) or more hours), with a minimum of three (3) hours callback pay at such rate, even if he or she works fewer than three (3) additional hours. The three-hour period commences when the employee arrives at the location to which he or she was directed to report for the callout (travel time to the callout location is not compensable). Supervisors may assign additional tasks during the callout period when the work prompting the callout takes less than the full three (3) hours, so long as the work assigned is normal and

customary, and reasonably related to the reason for the callout. Callout rates shall not be compounded for multiple callouts within the same three-hour period.

13.2 The three (3) hour minimum callout pay provision shall not apply to a situation wherein (a) the unscheduled work commences one (1) hour prior to and runs continuously into the employee's regular shift; or (b) the employee is called back to work to rectify his/her own error or omission which cannot wait until the employee's next shift. Such situations shall not be considered callouts and the applicability of any overtime rate shall be determined pursuant to Article 12 above.

13.3 The provisions of Article 13.1 shall also not apply to: (a) an employee who is not called back to work but who elects to work on his or her own initiative; (b) a situation where the employee works past the employee's scheduled shift; or (c) situations where an employee reports to work on his or her own initiative on account of an emergency situation. The applicability of any overtime rate shall be determined pursuant to Article 12 above.

13.4 No employee shall work from home except as specifically authorized by the employee's direct supervisor or another superior officer.

13.5 The provisions of this Article 13 shall not apply to hours worked in connection with testimony or potential testimony as a witness in a court case where the employee is subpoenaed to testify in an official capacity. (See Article 14 for details on Court pay.)

Article 14 Differential, Court, Training Officer & ID Officer Pay

14.1 Differential Pay. Employees assigned to regularly work a shift of six (6) or more hours that starts between 2100 hours of one (1) day and 0700 hours of the following day (a "differential shift"), shall receive an additional \$.50 an hour for each shift hour actually worked during the differential shift. Differential pay is only paid to employees scheduled to work a differential shift by their direct supervisor or another superior officer. Other employees who switch or trade off to work a differential shift are not entitled to differential pay. The City is not responsible for paying differential compensation regarding the switching/trading off of shifts.

14.2 Court Pay

14.2.1 Court standby for possible testimony in an official capacity relating to the performance of an employee's duties for the City that is requested by any governmental body or by the City or one of its attorneys shall be compensated with one (1) hour at the overtime rate if the employee is off duty. If the court standby is cancelled at any time after the commencement of standby, the employee shall receive the one (1) hour allowance if not on duty at the time.

14.2.2 If an employee is called to testify while off duty, and the employee appears as requested to provide testimony, the employee shall be paid two (2) hours at the overtime rate. If the appearance extends beyond two (2) hours, the employee shall be paid the overtime rate until the employee is excused from court or until the employee's shift is scheduled to begin, whichever is earlier. The provisions of this Article shall not apply to employees on duty at the time scheduled to testify or to wait to testify.

14.3 Training Officer Pay. An employee designated by the Department as a Training Officer shall be paid the equivalent of eight (8) hours of pay at the overtime rate for each 28-day period or fraction thereof that the employee is performing the training function.

14.4 Identification Officer Pay. An employee assigned to Identification Officer duties shall be paid the equivalent of four (4) hours at the overtime pay for each 28-day period or fraction thereof in which the employee is assigned said duties.

Article 15 Early Shift Start

An early shift start is defined as when an employee is called in for an early start of work shift. Employees that are called in and respond to an early call in for a shift start shall have the option of continuing to work through their normal regularly scheduled shift period for a maximum of twelve (12) working hours. An employee who elects to work a scheduled early shift must stay and continue to work through their normal regularly scheduled shift period for a maximum of twelve (12) working hours, if requested to do so by the City.

Article 16 On-call/Standby Duty

16.1 Employees may be scheduled for on-call/standby status from time to time. This on-call/standby status shall be specifically designated for an employee in the work schedule or by the City. An employee that is on-call/standby is required to remain mentally alert and physically prepared to respond to work should he/she be contacted. Mentally alert and physically prepared includes, without limitation, the understanding that the employee shall not be under the influence of intoxicating beverages or controlled substances, the possession or use of which is unlawful, pursuant to federal, state and local laws and regulations in the United States. As used in this Article 16.1, "under the influence of intoxicating beverages" shall mean having four-hundredths of one (1) percent or more by weight of alcohol in such person's blood. And the employee's percent by weight of alcohol in the blood shall be based upon grams of alcohol per one hundred (100) milliliters of blood or two hundred ten (210) liters of breath and may be shown by chemical analysis of the person's blood, breath, saliva or urine.

16.2 An employee required and specifically designated to be in on-call/standby status for seven consecutive days (excluding standby pay covered under Article 14) shall be paid the equivalent of four (4) hours of pay for five (5) weekdays, two (2) hours of pay for each City Holiday, two (2) hours of pay for Saturday and two (2) hours of pay for Sunday; it being understood and agreed that time associated with standby/on call status is not considered, and does not constitute, hours worked for any purpose. Article 16.2 shall not apply to employees who are generally or routinely required to be on call, such as SRT members (or the equivalent thereof), Canine Officers, Traffic Reconstruction Officers, Drug Task Force members, SRT Negotiators (or the equivalent thereof) or other task force team members, or off duty employees generally.

16.3 A page or call while in on-call/standby status shall be acknowledged within fifteen (15) minutes of transmission. Once the page or call is acknowledged, the employee shall report in

within forty-five (45) minutes. Any employee who cannot be contacted during such time that he/she is assigned to on-call/standby duty, or who fails to timely respond when he/she is paged or called, or who responds in an unacceptable condition as set forth in Article 16.1 above, shall be subject to disciplinary action, shall be considered not to have complied with their obligations and accordingly shall not earn or be eligible for standby compensation, as described above, unless the employee's inability to be contacted was caused by administrative error, technical failure, or another legitimate reason, as determined by the City.

Article 17 Temporary Light Duty Assignment

17.1 Temporary Light Duty Assignments for Work-Related Injuries and Illnesses

17.1.1 For the convenience of the City, an employee may be assigned other duties in a temporary light duty assignment as a result of a work-related injury or illness based upon the employee's abilities. Light duty assignments shall be approved in writing by the Chief of Police. Light duty assignment approval is subject to the needs of the City during the period of the employee's condition. Light duty assignments are not guaranteed and are considered on a case-by-case basis. Employee ability to perform any given light duty assignment is determined based on capabilities, medical restrictions, job qualifications and medical or psychological evaluation from a physician designated by the City.

17.1.2 When the employee is receiving Workers' Compensation disability pay, employee refusal to accept a light duty assignment offer is cause for disciplinary action and could result in the reduction or loss of Workers' Compensation benefits.

17.2 Temporary Light Duty Assignments for Non-Work-Related Injuries, Conditions, and Illnesses

17.2.1 Full-time employees with non-work-related injuries, conditions (including pregnancy) or illnesses may request consideration for a temporary transfer to a light duty assignment. The determination of the availability and continuation of a light duty assignment within the department is to be made by and within the sole discretion of the Chief of Police. The number of light duty assignments available for non work-related injuries, conditions and illnesses shall be capped at three (3) assignments at any one time. For purposes of this Article, pregnancy-related medical conditions shall not be considered to be among the "injuries, conditions and illnesses" at issue. Job modifications due to pregnancy-related medical conditions shall be determined under the policies set forth in the Personnel Manual. Full-time employees that request consideration for temporary transfer to a light duty assignment are subject to the following conditions and guidelines:

The employee shall authorize release to the City of the employee's Protected Health Information related to the injury, condition, or illness by execution of an Authorization for the Use and Disclosure of Protected Health Information (PHI) form.

17.2.2 The employee's personal physician shall provide to the City a written report stating a date certain when it is expected the employee can return to regular duty and a detailed explanation of the employee's limitations for any light duty assignment from the present to the

expected date of return to regular duty. Light duty assignments are short-term in nature and will only be considered when a medical prognosis exists that the employee will be able to return to full duty with or without reasonable accommodation within three months of the date light duty would start. Light duty assignments will generally last for no more than eight (8) weeks.

17.2.3 Employees granted light duty assignments shall earn the same rate of pay as their regular classification but are prohibited from working overtime unless the overtime is in relation to their light duty assignment and is consistent with the certification of the employee's health care provider.

17.2.4 Approval of light duty assignments must be in writing. The Mayor or Mayor's Designee may, in his/her sole discretion, extend a light duty assignment in situations where an employee's expected date of return is extended, but the extension will generally be for only up to four (4) additional weeks for a total not to exceed twelve (12) weeks. The Mayor or Mayor's designee may also extend, in his/her sole discretion, a light duty assignment beyond twelve (12) week period, if it is determined by the Mayor or Mayor's designee that it is in the interest of the City to do so. The Mayor or Mayor's designee's decision on any grant or denial of an extension shall be final and not subject to the grievance process.

17.2.5 Employees approved for light duty assignments shall meet reasonable performance, productivity and attendance standards.

17.3 Light duty assignments shall be defined as an assignment made as a result of illness, injury (regardless if duty related) or condition that prevents an employee from performing normal duties but would allow the employee to perform other duties within the Police Department (or in extenuating circumstances, other City departments).

An employee to whom Section 17.3 applies may not begin a light duty assignment until a release from his or her physician is received. It is the responsibility of each employee to explain light duty as it applies to this Article to his or her physician.

17.4 Light duty assignments are intended for recuperative/recovery situations and are not intended to be used to delay disability-related separations or retirements.

17.5 Employees are required to present a health care provider's statement of release to return from light duty to full duty. Depending on the nature of light duty/disability release, an employee may be required to re-qualify in any portion of his/her duties.

Article 18 Wellness Program

18.1 The City's current Wellness Program provides each qualifying employee with an opportunity to annually sell back a portion of his/her annual sick leave accumulation. To qualify, an employee must have a minimum sick leave balance of sixty (60) days (or 480 hours) as of July 1. Qualified employees who use four (4) or less sick days in a July 1 to June 30 period may sell their sick days for a cash payment to be made in July as follows:

Sick Days Used	Days Which May Be Sold
July 1 – June 30	
0	6
1-2	5
3-4	4

18.2 Employees who use more than four (4) sick days in any July 1 – June 30 period are not eligible to sell their sick days. All days that are sold decrease an employee’s accumulated sick leave. Participation in the Wellness Program is voluntary, but it will be assumed employees want to participate unless they notify the Human Resource Office in writing no later than July 1 of each year.

18.3 If the City either eliminates or implements a different wellness program for City employees generally, then that policy shall supersede and replace this Article 18 and, as necessary, portions of Article 23 (sick leave) of this Agreement and shall apply to all employees.

Article 19 Hours of Work

19.1 Work Schedules. All work schedules pertaining to the patrol division shall be established for a one (1) year non-rotating period beginning each January. The staffing requirements for the patrol division, such as the number of patrol officers, Evidence Technicians, Field Training Officers, and SRT officers (or the equivalent thereof) per shift shall be determined by the Chief of Police. Assignment to the Detective Bureau, the Drug Task Force, or a Federal Detachment shall be at the sole discretion of the Chief of Police and not subject to fulfillment by seniority.

19.2 Bid Process. Fulfilling the staffing of each patrol shift shall be met by posting a “bid” sheet on the Chief’s bulletin board no later than six (6) weeks prior to the beginning of the new schedule year. Employees shall be awarded their shift preference based on seniority established by commission date, with the exception of Evidence Technicians, Canine Officers, and Field Training Officers, whose seniority for shift bidding purposes will be the date upon which he or she began their specialty. If more than one employee has the same commission date or establishment of a specialty position, the employee with the lower department service number (DSN) shall be deemed the senior. If the number of Evidence Technicians or Field Training Officers exceeds the number of positions available, the remaining Evidence Technicians and Field Training Officers will bid for patrol shifts in accordance with their commission seniority date.

19.3 Time Off. Time off from work is either requested in the form of Personal Holidays/Vacation Days or as part of the flex scheduled nine (9) days off work per twenty-eight (28) day cycle. The nine (9) days off of work each pay cycle (inclusive of the three (3) annual “Flex Days” described in Article 22.2) are requested by marking an “X” on the requested day on the shift schedule for the upcoming cycle. Three (3) of the nine (9) days may be marked with a “star”. The “star” indicates a priority when awarded days off are given. Days off will be granted on a seniority basis and will be awarded in the following order:

19.3.1 Personal Holidays/Vacation Days (once approved, these days are protected from “bumping” one hundred eighty (180) days prior to use).

19.3.2 A day requested off with an “X” adjacent to a Personal Holiday/ Vacation Day. The requested days are one “X” day per one Personal Holiday/ Vacation Day.

19.3.3 A day marked with a “star”.

19.3.4 A day marked with an “X” that is not in conjunction with a Personal Holiday or Vacation Day.

19.4 Except as explicitly provided elsewhere in this Agreement (including Article 22 – Holidays), employees shall only be paid for hours actually worked. Nothing in this Article 19 shall affect the procedures for requesting vacation or Personal Holidays as set forth in Articles 21 and 22 below.

19.5 All employees shall be subject to be called for service at any time to meet any and all operational needs, emergencies or unusual conditions which, in the opinion of the Chief of Police or his/her designee, may require such service from any employee.

19.6 Current Work Schedules. Employees assigned to uniformed services and specialty units will work a 28-day flex schedule, with nine (9) days off in each 28-day period. These employees shall be scheduled for an 8.5 hour day, inclusive of a thirty (30) minute unpaid meal period.

19.7 Employees assigned to investigative services and administrative positions, or who are otherwise designated by the Chief of Police or his/her designee to work this schedule, shall work a 5 + 2 schedule. These employees shall be scheduled for an 8.5 hour day, inclusive of a thirty (30) minute unpaid meal period.

19.8 Employees assigned to canine services shall work a 28-day flex schedule, with nine (9) days off in each 28-day period. These employees shall be scheduled for a 7.5 hour day, inclusive of a thirty (30) minute unpaid meal period.

19.9 In the event either the Union and/or City (Chief of Police) wishes to discuss alternative scheduling arrangements, including a change to a twelve (12) hour work shift schedule (Article 19.1) or modifications to the Bid Process (Article 19.2) or Time Off Scheduling (Article 19.3), either side may propose the change in scheduling, and the Union and City agree to meet and confer regarding any proposed change within a reasonable time. Any amendment to this Agreement shall be by mutual written agreement only by both parties. Except as otherwise set forth in this Agreement, the City’s (Chief of Police’s) decisions concerning scheduling plans shall be final and shall not be subject to the grievance process.

19.10 Attendance. Failure on the part of any employee who is absent without leave to return to duty within twenty-four (24) hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the Personnel Code, Personnel Manual, Department general orders, and this Agreement. Notice shall consist of a letter by registered or certified mail delivered to the last-known address of the employee.

19.11 Emergency Responsibility. When a civil or public health emergency, as determined by the City occurs, employees shall report to the City Criminal Justice Facility for duty upon notification; provided, however, where a natural or man-made disaster is of such magnitude that a reasonable person would think to respond, no notification is necessary.

19.12 Closure of City Facilities. Unless specifically excused by their supervising officers, employees are not automatically excused from duty when City Hall or other City facilities are closed or when other, non-Unit employees are dismissed.

Article 20
Layoff and Recall

In the case of a layoff or reduction in force, staff shall be laid off/terminated by order of seniority within a particular classification. An individual who is laid off/dismissed under this Article shall have the right to bump the person with the lowest seniority in a lower classification to the extent he or she has greater seniority than the person he or she seeks to bump and take the position and assignment of the bumped employee as long as the more senior individual is qualified and able to perform the job. This right must be exercised within five (5) calendar days after the person is informed of the layoff/reduction in force. For purposes of this Article 20, seniority shall be determined by years of service within the Department.

Article 21
Vacation Leave

21.1 The City grants paid vacation leave to each employee after each year of service. Vacation leave benefits begin accruing on a monthly basis from date of full-time employment. However, vacation leave is not available to use until an employee's first yearly anniversary date of employment has occurred.

21.2 All employee requests to use accrued vacation time must be turned in to their supervisor in accordance with Police Department policies and procedures. The employee's supervisor has authority to grant or deny the employee's request for vacation. In the event a conflict should occur involving two (2) or more employees for the same time, the employee with the most seniority shall prevail. Notwithstanding the foregoing, no vacation "bumping" is permitted within one hundred eighty (180) days of the less senior employee's previously approved vacation days.

21.3 The amount of paid vacation for all full-time, regular, non-probationary employees is two (2) weeks after the first twelve (12) months of full-time employment.

21.4 Vacation shall be earned according to the following schedule:

YEARS OF SERVICE	EARNED VACATION LEAVE
1 through 4 years	80 hours/10 days
5 through 9 years	120 hours/15 days
10 years or more	160 hours/20 days

Twenty (20) days paid vacation is the maximum accumulation rate per year.

21.5 Employees may carry over only five (5) vacation days per calendar year. The City agrees that with the approval of the Chief of Police, Director of Human Resources and Director of Administration, an employee may carry over more than five (5) days with a justifiable reason and a plan to use the additional time promptly.

21.6 Employees may request advance vacation prior to their anniversary date after the completion of six (6) months of service, which may allow the employee to take one (1) week of vacation prior to their anniversary date if approved by the Chief of Police or his/her designee.

21.7 Use of vacation time shall account for normal scheduled days off. For an employee who is not scheduled to work on an observed holiday, he or she will not be required to use a vacation day on the day of the observed holiday.

21.8 At the request of the employee, absence on account of sickness, injury or disability in excess of available sick leave may be charged against earned vacation leave. However, an unscheduled day shall still be counted against the employee's attendance record and shall count towards the calculations for Wellness Benefit as if it were a sick day used.

21.9 Upon voluntary resignation, employees shall be compensated for all accumulated and unused vacation leave. In the alternative, and at the City's discretion, it may elect to pay out accrued vacation in lieu of requiring the employee to work through his or her intended departure date.

21.10 If the City adopts a paid time off policy in lieu of sick and vacation pay for City employees generally, then that policy shall supersede and replace Articles 18, 21, and 23 of this Agreement, and apply to all employees, provided that no such policy shall operate so as to deprive any employee of his or her then current accrued and unused vacation or sick pay.

Article 22 Holidays

22.1 City Holidays shall be the following ten (10) dates:

- New Year's Day (January 1st)
- Presidents' Day (3rd Monday in February)
- Memorial Day (4th Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving (4th Thursday in November)
- Friday following Thanksgiving Day
- Christmas Eve (December 24th)
- Christmas Day (December 25th)

22.2 All full-time employees shall receive straight time pay for City Holidays regardless of whether the employee works the City Holiday. An employee working a Monday through Friday schedule (i.e. a "5 + 2" schedule) shall be paid for holidays (including Personal Holidays set forth in Section 22.5) during the pay period in which the holiday occurs. Employees working a

Sunday through Saturday 28-day flex schedule shall receive holiday pay in equal installments each pay period. Accordingly, while 28-day flex schedule employees shall only be scheduled to work nineteen (19) days out of the 28-day flex schedule, they shall be paid for twenty (20) days. Over the course of the calendar year, the payment of an additional one half (1/2) day per pay period (twenty-six (26) pay periods x one-half (1/2) day = thirteen (13) days) will equal the ten (10) City Holidays and three (3) "Flex Days" that shall be scheduled and used in the same manner as other days off pursuant to Article 19.3. Thus, 28-day flex schedule employees will not be otherwise paid for City Holidays. Employees on the 28-day flex schedule, however, will still be entitled to three (3) Personal Holidays pursuant to Article 22.5 below.

22.3 In addition to regular holiday pay, employees shall receive time and one half (1/2) pay for working a shift that starts on one (1) of the ten (10) City Holidays. Pay associated with a holiday shall be paid for work performed the actual holiday, not for any other day on which the City may observe the holiday. For example, if New Year's Day falls on a Sunday but is observed on January 2, then holiday pay associated with that holiday shall be paid only for work performed on Sunday January 1, and not for work on Monday, January 2.

22.4 Any employee absent on the scheduled work shift preceding or following a holiday without authorized leave shall not be paid for the holiday. An employee who utilizes sick leave for the scheduled work shift preceding or following a holiday may be required to provide a legible physician's note covering the absence.

22.5 Personal Holidays. All full-time, regular, non-probationary employees who have completed six (6) months service are granted three (3) Personal Holidays per employee service year to be taken at the discretion of the employee with advance approval of the supervisor.

22.5.1 Personal Holidays are not an accrued benefit and cannot be carried over into another anniversary year, and must be taken on an annual basis. Each request for personal holidays must be submitted three (3) work days in advance to the employee's supervisor. Less than three (3) work days' notice may be accepted by the supervisor, but approval or denial of short-notice requests shall not create or be used as a precedent to create a practice and is not grievable. In addition, Personal Holidays may be scheduled pursuant to Article 19.3.

22.5.2 The City reserves and retains the right to cancel Personal Holidays due to work requirements, or in the case of an emergency or inclement weather.

22.5.3 Two (2) Personal Holidays may not be taken in less than one-half (1/2) day increments. However, employees are entitled to utilize one (1) Personal Holiday in two (2) hour increments, provided the time off is scheduled at least forty-eight (48) hours in advance and approved by the employee's supervisor. The City reserves and retains the right to cancel any such scheduled time off due to work requirements, or in the case of an emergency or inclement weather.

22.5.4 In the event a scheduling conflict should occur involving two (2) or more employees for the same time, the employee with the most seniority shall prevail on the terms set out in Article 19.

22.6 Personal Holidays shall not be paid out or bought back from any employee upon termination or resignation, except in cases of layoffs or extenuating circumstances when an employee must leave the employment of the City, as approved by the Mayor or the Mayor's designee.

Article 23
Sick Leave

23.1 Accrual. All full-time employees accrue sick leave from the date they begin full-time employment.

23.2 Accumulation. Sick leave shall accrue at the rate of one (1) work shift per full calendar month of employment, up to a maximum of twelve (12) work shifts of sick leave accumulation per year, and reaching a maximum accrual (or "accrual cap") of one hundred fifty (150) total work shifts of sick leave. However, the following exception will apply to employees who have reached the accrual cap as applied to their payment of wellness bonus. If an employee has reached the accrual cap, the employee's wellness bonus shall first be charged against sick leave work shifts which the employee would have earned during such year, but for reaching the accrual cap, and any difference charged against the one hundred fifty (150) accumulated work shifts for sick leave, if applicable. Under no circumstances shall an employee accumulate more than one hundred fifty (150) work shifts of sick leave.

23.3 The City understands that sick leave generally cannot be anticipated in advance.

23.4 An employee may use accrued sick leave for personal injuries or illnesses, quarantine by a physician, or illness of an immediate family member requiring the employee's presence. However, the use of sick leave for non-FMLA qualifying illness of family members is expected to be kept at a minimum. During the first six (6) months of employment, paid sick leave may not be used.

23.5 Sick leave of three (3) consecutive calendar days or more shall be considered authorized only after presentation of physician's certification as to the nature of incapacity/illness resulting in absence (illegible copies or facsimiles of physician's statement/certification are not acceptable). The Chief of Police reserves the right to require a physician's certificate for any absence regardless of the number of days, including in order for the employee to be eligible for paid sick leave. Failure to provide a physician's certification upon request may constitute grounds for disciplinary action.

23.6 An employee who is absent due to sickness shall inform their immediate supervisor of the fact and the reason no later than fifteen (15) minutes before the start of their scheduled work shift, each day during a period of absence. Failure of an employee to inform the supervisor is cause for denial of pay for the period of absence and may constitute grounds for disciplinary action.

23.7 For the purpose of this article, immediate family member is defined as current spouse, parent, child, step-child, or other family member that may reside with and be dependent upon employee.

23.8 For any employee covered under this Agreement having a total of at least twelve (12) sick days accumulated, a percentage buyout shall occur upon voluntary resignation with notice, retirement, non-duty related death or non-duty related disability, and according to the following schedule:

25% of any accrued and unused sick days, not to exceed a maximum of one hundred twenty (120) days, and

50% of any accrued and unused sick days in excess of one hundred twenty (120) days, but less than or equal to one hundred fifty (150) days.

23.8.1 In case of retirement, the City shall offer to allow any employee retiring with the minimum number of sick leave hours accumulated to convert the buyout portion into a service extension. For example, an employee who retires with one hundred fifty (150) sick days, in lieu of taking the buyout may convert that into forty-five (45) service extension days. Such converted time would not be compounded or extended by holidays and would not serve to accrue any additional vacation, holidays or sick leave.

23.8.2 For an officer who dies in the line of duty, the City agrees to buyout 100% of the accrued sick days up to the maximum allowed of one hundred fifty (150) days.

23.8.3 For an employee recalled from layoff, sick time may be reinstated to the full level at time of layoff provided the employee repays the money paid out for the sick leave buyout.

23.8.4 The maximum amount of accumulated sick leave available for buyout or conversion shall be one hundred fifty (150) days.

Article 24 Funeral Leave

24.1 In the event of a death of a close member in the immediate family of an employee, the employee may be granted up to five (5) work shifts (maximum of forty (40) hours) off with pay as funeral leave. A family member constituting a close member of the immediate family is a current spouse, parent, child(ren) or step child(ren) of an employee.

24.2 In addition, in the event of a death in the immediate family of an employee, the employee may be granted up to three (3) work shifts (maximum of twenty-four (24) hours) off with pay as funeral leave. The family members constituting "immediate family" in this paragraph are:

- a. Sibling or step-sibling of an employee or the employee's spouse;
- b. Step-parent of an employee or Parent or step-parent of the employee's spouse;
- c. Grandparent of employee or the employee's spouse; and
- d. Grandchild(ren) of an employee or the employee's spouse.

24.3 In addition, one (1) day of funeral leave is customary in the event of the death of :

- a. Aunt or uncle of an employee or the employee's spouse; or
- b. Brother- or Sister-in-law of an employee or the employee's spouse that is not a blood relative of the employee.

24.4 Funeral leave shall apply up to and including the day of the funeral. Funeral leave is intended to compensate an employee solely for time lost from work. Thus, if an employee was not scheduled to work (i.e. scheduled day off, holiday, vacation, etc.) there is no funeral allowance for time off on such day. Likewise, there shall be no pyramiding of allowances on any given day, such as a paid holiday. In such case, either holiday pay or funeral leave shall be paid, but not both.

24.5 The Police Chief may otherwise grant reasonable paid or unpaid time to the employee depending on the degree of relationship, circumstances, travel time, etc., and the employee is free to use their Personal Holiday or vacation time to supplement funeral leave.

Article 25 FMLA Leave

Employees who have worked for the City for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months, may be eligible to take an unpaid leave of absence under circumstances including the birth of a child, the need to care for a family member with a serious health condition, the employee's own serious health condition, a qualifying military exigency or to care for a family member injured while on active duty. The City's FMLA Policy, as found in the Personnel Manual and as modified from time to time, governs the terms and conditions of all City employees' FMLA leave.

Article 26 Military Leave

26.1 The City shall grant any employee who is called to uniformed service a paid military leave for an absence up to fifteen (15) days in any Federal fiscal year in compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and applicable state laws. For leaves lasting longer than fifteen (15) days, employees shall be paid the difference between their City normal base pay and military pay for up to one (1) year from the date the leave commences. To receive a military leave of absence, the employee must be absent from work because of uniformed service in the United States Armed Forces or Reserves, National Guard, Commissioned Corps of the Public Health Service, or any other category of persons designated by the President of the United States in time of war or emergency, and must have submitted appropriate orders and documentation of military pay to be received.

26.2 Employees should notify their immediate supervisor and Human Resources in advance of any expected military leave of absence, unless military necessity prevents such notice or it is otherwise impossible or unreasonable for the employee to provide advance notice. Employees may use any accumulated Sick Leave or Vacation time in lieu of unpaid leave to the extent City policy for employees generally does not provide for payment of the difference between regular

pay (excluding overtime) and military pay. As required by USERRA, the City shall provide the employee and his or her covered dependents with an opportunity to continue health insurance benefits based on the length of the employee's leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Vacation, personal and sick time does not accrue during the leave and will only resume upon the employee's return to active employment with the City. However, in calculating any seniority-based benefit, including retirement eligibility date, eligibility for step pay increases, years of service for lay-offs, and amounts of annual vacation, when the employee returns to work from active military duty, the employee will be treated as having been employed by the City for the period of active military duty. The employee's time off from work for uniformed service shall not count toward the employee's absenteeism record.

26.3 Upon the employee's return from a military leave, reinstatement/reemployment shall be provided in accordance with USERRA. The City, at its discretion, may make adjustments and exceptions to this policy, as circumstances require and as permitted by law. The City may require the employee to provide documentation of the length and character of their uniformed service upon the employee's reinstatement if the service exceeds thirty (30) days.

26.4 The City supports the men and women of our armed forces and prohibits discrimination against any employee because of uniformed service.

Article 27 Jury Duty

27.1 If an employee is called for jury duty on a day the employee is scheduled to work, the employee must contact his or her immediate supervisor promptly after receiving notification to appear, and present the jury summons. The employee should also notify his or her immediate supervisor of selection to serve on a jury as soon as possible. In addition, proof of service must be submitted to the immediate supervisor when the period of jury duty is completed. If an employee is released from jury duty at or before noon, the employee is expected to report to work for the remainder of the day.

27.2 Employees shall receive the difference between the employee's regular pay (without consideration for overtime) and jury service pay, for the days the employee was scheduled to work but instead served on jury duty. To receive these wages, an employee must submit to payroll as part of the employee's time report a copy of the check they receive for jury service for days for which they are paid by the City. All City benefits and accruals shall remain in effect throughout an employee's required jury service.

27.3 If employees require any other time off to appear in Court for personal matters, such as for personal lawsuits, traffic violations, arrests and non-work-related accidents, they shall not be paid for that time away from work. Employees must use available Vacation or Personal Holiday time for those situations, with appropriate authorization from their immediate supervisor.

Article 28
Insurance

28.1 Health, hospitalization and major medical benefits, accident, life and disability insurance will continue to be provided to employees in accordance with City policy. However, modifications may be made with respect to the plan options (i.e. basic or “buy-up” plans) the deductibles, copays, schedule of benefits and/or employees cost during the term of this Agreement on the same terms as for other City employees.

28.2 The City shall provide a basic dental plan to all full-time employees.

Article 29
Reprimands/Discipline

29.1 Discipline shall be conducted in the manner set forth in the City of Saint Charles Personnel Manual, as may be modified by the City from time to time. However, when an employee is the target of an investigation, the interview procedures of Article 10 of this Agreement shall be applied in conjunction with the Personnel Manual.

29.2 A shop steward or Union representative shall be present when an employee is given a reprimand if so requested by the employee.

29.3 Discipline, reprimands and all matters of discipline shall remain on file. However, for purposes of decisions concerning promotion, the City shall not consider disciplinary action that was issued more than eighteen (18) months prior to the date the employee is considered for promotion (or three (3) years in the case of a suspension or disciplinary demotion).

29.4 The following list is intended to supplement the complementary list in the Personnel Manual and is intended be representative of the types of activities that may result in disciplinary action, up to and including termination. Neither this list independently, nor in conjunction with the Personnel Manual, is intended to be comprehensive and, therefore, the City may impose discipline up to and including termination for any other violation or inappropriate conduct not listed. This list is not intended to and does not prohibit any conduct that is protected by law:

- Violation of any of the Department’s General Orders or Directives.
- Refusing to cooperate with City investigations, or providing false information or otherwise interfering with or obstructing a City investigation.
- Inability to establish sound relationships with citizens or residents, third parties, Managers or other City staff, as determined by the City.
- Conduct that reflects adversely on the City, either on or off duty.
- Unnecessarily, wantonly, willingly, unreasonably, or through culpable negligence has been cruel or acted brutally upon an inmate or prisoner of a City’s institution or a person in custody; provided the act was not one of self-defense, the defense of others, or as to prevent the escape of a person lawfully in custody.

Article 30
Grievance/Complaint Procedure

30.1 Policy. The Union and the City insofar as possible shall prevent the necessity of grievances. Consequently, employees shall first discuss any concerns with their supervisor before submitting a written grievance under this Article. Every effort shall be made by supervisors to settle disputes in an orderly, prompt, equitable manner at the lowest level of supervisor review. All steps taken to resolve the subject matter of a grievance shall be listed on the Grievance Form. The City reserves the right to deny any grievance on procedural grounds where the subject matter was not raised with a supervisor, or where the failure to do so is not adequately explained on the Grievance Form.

30.2 Definitions. A grievance is a question, dispute or controversy relating to the interpretation or application of this Agreement. For the purpose of this Article, working days are defined as Monday through Friday. Grievances must include the specific Article(s) or provision(s) of the Agreement which are alleged to have been violated and must state a requested remedy (specific requirements can be found in Article 30.5.).

30.3 Eligibility/Exclusions. Eligibility under this grievance procedure is limited to all full-time, non-probationary employees. The right of grievance shall in no way be construed to diminish management rights of the City as set forth in Article 9 including, without limitation, the decision of the Chief or supervisors to allow or disallow an employee's request for paid leaves. Performance evaluations are not subject to the grievance process.

30.4 Subject Matter. Only one (1) subject matter shall be covered in any grievance. A grievance must be in writing on the form attached at Appendix B and shall contain a statement of the grievant's position, the Article(s) of this Agreement allegedly violated, the date of the alleged violation, prior actions taken to resolve the grievance, the relief sought, the signature of the grievant (or Union Official) and the date filed. The City may consolidate similar grievances for review. However, the Union may file a grievance on behalf of multiple grievants if the complaint or grievance and the relief sought are identical amongst all the grievants.

30.5 Procedure

Step One A written grievance must be taken to the Captain in charge within five (5) working days of the incident or dispute giving rise to the grievance. The written documentation must include specific circumstances and state the remedial action requested. The Captain in charge shall consider the matter, investigate as may be appropriate, in his/her discretion, and render a decision within five (5) working days.

Step Two In the event that Step One does not resolve the grievance, the employee may forward the grievance or complaint in writing, including all written documentation, to the Chief within five (5) working days following receipt of the Captain's response or when such response was due. The Chief shall consider the matter, investigate as may be appropriate, in his/her discretion, and render a decision within five (5) working days.

Step Three

The employee may, within five (5) working days of receipt of the Chief's decision, file a written request for review by the Mayor or a designee. Each request shall set forth the specific circumstances of the grievance, the remedial action requested and the reasons why the employee believes the Chief's decision should not be followed. Such review shall be scheduled at the convenience of the Mayor or a designee and shall be conducted at the discretion of the Mayor or a designee. The decision of the Mayor or a designee shall be rendered within ten (10) working days after the review has been completed and shall be final and binding on all parties.

30.6 Grievances which are not specifically resolved and not continued by the employee within aforementioned time sequences shall be considered as satisfied in favor of the City and not subject to further consideration.

30.7 Employees may, at their own discretion, be represented at any stage of the grievance procedure by a representative of their own choosing. The employee and/or representative(s) may, with the permission of their supervisor, be granted time off with pay for the purpose of necessary discussions and conferences with City representatives relating to the resolution of a specific grievance.

30.8 Time Limitations. Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits shall be treated as resolved as of the last decision given. The City's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended by written agreement of the parties.

30.9 Election of Procedures

30.9.1 Any employee (or the Union) who pursues a grievance under this Article shall not utilize any other procedure outside of this Agreement for a substantially similar complaint. An employee's election to proceed with a grievance shall constitute a complete and absolute waiver of the use of any other procedure and relief that may be granted thereunder. Notwithstanding the foregoing, however, an employee (or the Union) who has prosecuted a grievance through Step Three may seek review of an adverse decision in any court of competent jurisdiction.

30.9.2 Any employee who pursues a matter through any other procedure that requires the City to answer the matter on the merits shall be deemed to have specifically waived all of employee's rights to grieve and for relief under this Agreement. For purposes of this Article, the phrase "other procedure" shall mean any process except the grievance procedure set forth in this Article 30, including charges filed with any state, federal or local administrative agency and lawsuits of any kind.

Article 31 Educational Assistance

The City and Union agree that it is beneficial to both parties that employees continue their education, but that such education is not required as part of the job, and shall not be considered or treated as hours worked or for which any compensation is to be provided for time expended in

such educational pursuits. It is agreed that Union members may, if funding is available and has not already been allocated to other employees, receive educational benefits upon the completion of a semester or equivalent term with passing grade of A, B, or C if the course work has been approved in advance by the Chief, up to a maximum of \$2,500 in a calendar year. Educational benefits are subject to the total maximum amount approved in the budget by the City Council for any fiscal year and any personal lifetime maximum as the City may establish. Approvals shall be obtained under the same terms as are applicable to City employees generally.

Article 32 Personnel Records

32.1 The Police Department shall maintain a Department personnel file for each employee. The office of the Chief of Police shall maintain such file.

32.2 The only personnel records that may be used as a basis for official action are those which appear in the employee's official Police Department and Human Resources personnel files.

32.3 For the purpose of this Article, investigative and/or internal affairs files shall not be construed as personnel records.

32.4 An employee may in writing request to and inspect his or her personnel record through Human Resources with at least twenty-four (24) hours' notice. Human Resources shall provide the personnel file within a reasonable amount of time after receiving the written request. This review may take place only with a City representative present. Personnel files may not be removed from the records area. The record may not be copied or taken from the Human Resources office for any reason. No records of promotional tests or interviews are subject to this inspection.

Article 33 Training

33.1 Time spent in training while on duty shall be considered normal work time.

33.2 The City shall provide in service training on an annual basis to each employee to fulfill Missouri P.O.S.T. guidelines. The City may provide the opportunity for this training either during the employee's regularly scheduled shift, or by adjusting the employee's shift so that the training will be on an on duty basis. Once scheduled, training becomes a required work assignment. If an employee misses P.O.S.T. training scheduled by the City, the employee may be subject to discipline in the event his or her P.O.S.T. certification lapses.

Article 34 Off-Duty or Secondary Employment

The Chief of Police may from time to time issue orders, directives and/or rules regulating off-duty and secondary employment of Unit employees where such employment involves a police officer exercising police powers, or wearing a weapon and/or badge.

Article 35
Uniforms and Equipment

35.1 Employee uniforms provided by the City shall be cleaned at a cleaning company of the City's choosing with the cost paid by the City.

35.2 Employees shall be provided a footwear reimbursement of up to \$200 every two (2) calendar years for the purchase of appropriate footwear to be used on duty (i.e. including but not limited to work boots or uniform dress shoes). Payment of any portion of a footwear reimbursement is subject to and only payable upon receipt of satisfactory documentation that the monies have been expended for approved footwear.

35.3 Employees shall wear and maintain uniforms according to the departmental general orders or directives. Employees are expected to report for work appropriately attired in clean, well-pressed, un-faded, un-wrinkled, and un-tattered uniforms. Any employee not wearing the prescribed uniform may be sent home and repeated failure to comply with uniform policy may result in disciplinary action.

35.4 Employees working as Detectives or special assignments for any portion of a calendar quarter and who are not required to wear a uniform on a regular basis shall be paid a uniform allowance of \$375 per calendar quarter on the first payroll date following that calendar quarter, provided the employee assigned to that special assignment is employed and in good standing on that date. "Special assignment" shall mean Community Action Team and Drug Task Force.

35.5 Cell phones are provided for employees to use during working hours. The records created by cell phone usage are subject to public disclosure under the laws of the State of Missouri. Text messages sent through City-provided cell phones are also the property of the City and employees should have no expectation of privacy regarding such messages. The phones are required to remain on during working hours. The service includes voice and text messaging, but not network access. City phones which are lost or damaged through an employee's negligence shall be replaced at the cost of that employee.

35.6 As an incentive for employees to maintain a high level of fitness, in each calendar year of the Agreement, the Department shall reimburse an employee for athletic footwear purchased by the officer (not to exceed \$100 per calendar year) if the employee has logged the required miles. Each employee shall log with the training section miles cycled, ran or walked on a monthly basis. Once 1000 miles are logged cycling, 500 miles are logged running or 750 miles are logged walking with the training section and upon presentation of a paid receipt, the employee shall be eligible for reimbursement up to \$100.00.

Article 36
Mileage Allowance

The City reimburses mileage for approved use of a personal vehicle for City business per the IRS regulation as the same may change from time to time.

Article 37
Use of City Facilities

37.1 The Union may, with the prior approval of the Mayor or designee, use City facilities for meetings. An example would be, but is not limited to, the Community Room located in the Police Department Building.

37.2 The use of City equipment other than what would normally be available to any citizen organization (e.g., desk, chairs, writing boards, and projection and sound systems) is strictly prohibited.

37.3 The Union may use the City mail service and boxes for the distribution of Union literature to employees.

37.4 The Union shall have the ability to post notices as it relates to communications with their members. These postings are authorized on the Union's bulletin board and other locations within police facilities which are expressly authorized by the Chief of Police or his/her designee. The following types of notices are examples only and not intended to be a complete list:

- Notice of recreational and social affairs sponsored by the Union
- Notice of Union meetings
- Notice of Union elections
- Reports from Union committees
- Rulings on Union policies and
- Union newsletters

All posted material must be legibly signed and dated by the Union's President or designated representative. Nothing which contains disparaging statements about the City, including any City Department, any City official, or any City employees(s) shall be posted within police or any other City facilities. Any violation of this section shall entitle the City to immediately cancel the provisions of this section and revoke the Union's privilege to use bulletin boards and/or other points of posting pursuant to this section. In the event non-authorized material is posted, it shall be immediately removed by the Union or its representative on notification by the Department. The City reserves the right to remove material that contains disparaging statements before providing notification to the Union; if such action is taken, the City shall notify the Union as soon as possible.

Article 38 Term of Agreement

38.1 This Agreement shall be effective as of the later of January 1, 2013 or the date it is formally adopted by the City Council, and shall continue in full force and effect through December 31, 2015; provided that unless either party gives written notice of its intention to terminate this Agreement at least one hundred eighty (180) days prior to the termination of the then existing term, then on January 1, 2016 (or, if automatically renewed as provided herein, January 1 or any succeeding year) this Agreement shall automatically be renewed for an additional one (1) year term on the same terms as are set out in this Agreement.

38.2 The parties shall commence meet and confer discussions within thirty (30) days after notice of termination is given by either party or upon such other schedule as mutually agreed by the parties. Meet and confer discussions shall be conducted in confidence, such that offers,

proposals and comments made during bargaining shall not be publicized or discussed publicly; except that either party may reveal the terms of a last, best and final proposal or the terms of a new contract that has been tentatively agreed to, or recommended for approval.

38.3 The parties shall conclude meet and confer discussions before the end date of the term of the Agreement either by reaching agreement on a new contract or making a last, best and final proposal. With the approval of both parties (including vote of the City Council, where required), meet and confer discussions may proceed beyond the end date of the term of the Agreement with the existing Agreement automatically renewing itself each month until the parties either reach agreement on a new contract or make a last, best and final proposal.

Article 39

Binding on Successors and Assigns on Both Parties, Regardless of Changes in Management, Consolidating, Merger, Transfer, Annexation and Location

This Agreement, for its duration, shall be binding upon the successors and assigns of the parties hereto, and no provision, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

Article 40

Saving Clause

If any article or section of this Agreement should be determined by the City to be in conflict with any existing or subsequently enacted State or Federal legislation or judicial decision, all other Articles and sections of this Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion(s) and the provisions of this Agreement shall be amended so as to render the provision in question in compliance with applicable law as close to the original intent of the parties as possible.

Article 41

Amendments

All amendments to this Agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

Article 42

Entire Agreement

42.1 This Agreement, upon ratification, cancels and supersedes all prior ordinances, work resolutions, memoranda of understanding, practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the City of St. Charles and the St. Charles City Police Officers Association, and concludes collective bargaining for its term. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the

area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

42.2 The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered in this Agreement. The Union and its members agree they have no claim for back pay or additional compensation under any prior work resolution or ordinance, and all such claims are deemed to be satisfied by this Agreement to the extent any existed.

42.3 The City Personnel Manual, Police Department General Orders and Police Department Directives, as may be modified from time to time, shall apply to employees unless a provision of this Agreement explicitly provides otherwise.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2013.

CITY OF ST. CHARLES, MISSOURI:

ST. CHARLES POLICE OFFICERS
ASSOCIATION:

Sally Faith, Mayor

Mark Grothe, President

ATTEST:

Asst. City Clerk