

CITY OF UNIVERSITY CITY, MISSOURI
AND
EASTERN MISSOURI COALITION OF POLICE
FRATERNAL ORDER OF POLICE, LODGE 15



2015 – 2017

LABOR AGREEMENT
POLICE OFFICERS & SERGEANTS

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UNIVERSITY CITY POLICE OFFICERS AND SERGEANTS
AGREEMENT 2015 - 2017

Article 1
Preamble

This University City Police Officers and Sergeants Agreement (hereinafter referred to as this “Agreement”) is entered into by and between the City of University City, Missouri (hereinafter referred to as the “City”) and the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 (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, sworn police officers and sergeants employed by the City (the “Unit”) excluding Lieutenants, Captains, and other management, supervisory, and confidential employees. The 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 three (3) Union representatives 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.

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 City's Administrative Regulations and Civil Service Rules, the Employee Handbook and Benefits Information Guide, the Police Department Policy and Procedure 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 The City and the Union shall not discriminate against any member on the basis of the member's age, race, color, sex, creed, religion, ancestry, marital status, veteran's status, military status, political affiliation, national origin, disability, or sexual orientation as provided by law. 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 not to discriminate against any member on the basis of his/her membership or non-membership in the Union nor to discriminate, interfere with, restrain or coerce any member because of or regarding the member's activities as an officer or other representative of the Union. Further, the City agrees not to interfere with the desire of any member to become, not become and/or remain a member of 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 as set by the Union. 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.

Article 7 No Strike or Lockout

7.1 No Strike

The Union recognizes that bargaining unit members are prohibited by State law from striking. In recognition of this prohibition, the Union shall meet any obligation imposed upon it by State law and shall respond to any reasonable request of the City to advise bargaining unit members that they are prohibited by State law from engaging in a strike action.

7.2 No Lockout

The City recognizes that it is prohibited by State law from instituting a lockout of bargaining unit members. The City shall meet any obligation imposed upon it by State law.

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 University City 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 18), assign work and overtime (subject to Article 12), and to establish, modify, or change rules and regulations applicable to employees;
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.
18. The City shall establish the rate of pay for police officers. The City will not reduce the rate of pay pursuant to the Civil Service Rules and Pay Grade Schedule during the term of this Agreement.

All the above rights which entail changes shall be presented and negotiated with the Union before implementation.

9.2 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.

9.3 The Union shall have the right to present its views to the City in writing.

9.4 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.

9.5 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 only posted in designated areas (FOP bulletin board in the role call room). 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 within the City.

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 Department for any reason that could lead to punitive action, the investigation shall be conducted under the following conditions:

(A) Unless the seriousness of the investigation is of such a degree that immediate action is required, interviews shall be conducted at a reasonable hour, preferably at a time when the bargaining unit member is on duty, or during the normal working hours of the bargaining unit member. If the interview occurs during off-duty time of the bargaining unit member, the bargaining unit member shall be compensated for such off-duty time at the normal rate of pay and the bargaining unit member shall not be released from employment for work missed.

(B) The City shall provide the Union and the employee with reasonable notice that he/she has a right to Union representation, Union attorney, or both. Interviews shall be suspended for a reasonable time until representation can be obtained, if necessary.

(C) Interview shall take place in the University City Police Building or wherever else the City deems practical.

(D) 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.

(E) Prior to any interview, the bargaining unit member under investigation or being interviewed shall be informed, in writing, of the nature and specific allegations of the complaint known by the investigator at that time.

(F) Interviews shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls, and rest periods. If an interview extends through the bargaining unit member's normal meal period, the member will be afforded the opportunity to order food and eat it in a quiet atmosphere without continuation of the interview during this time. In cases where it is necessary to conduct an investigation beyond a normal tour of duty or during off-duty time, bargaining unit members involved shall be permitted to make telephone calls.

(G) 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.

(H) Complete interviews of the bargaining unit member shall be recorded mechanically or by stenographer. There will be no "off-the-record" conversation. Recesses called during the interrogation shall be noted in the record.

(I) Questions of bargaining unit members will be, in all instances, pertinent to the issues of the interview discovered at any point during the investigation. If responses given by the bargaining unit member open new avenues of inquiry that are pertinent, those issues may be pursued.

(J) Refusal by a bargaining unit member to answer questions or give a statement during any non-criminal investigation whether as a participant or a witness may result in disciplinary action up to and including dismissal.

(K) Bargaining unit members shall be given an exact copy of any written statement they may execute, or if questioning is mechanically or stenographically recorded they shall, upon request, be given a copy of such recording and/or transcript. Requests for copies of a recording may be made any time during the investigation or grievance proceedings.

10.2 Criminal Investigations

If a bargaining unit member is under arrest or a suspect or the target of a criminal investigation, the investigation shall be handled by the Chief of Police or an outside agency, and the officer shall be advised of his rights pursuant to the Miranda procedure and the rights granted by the State of Missouri and the United States. The Department shall comply with the Garrity decision.

10.3 Polygraph Examination / Computer Voice Stress Analyzer (C.V.S.A.).

When a complaint is filed and investigated, bargaining unit members may be required, at the discretion of the Chief of Police, to submit to a polygraph examination, Computer Voice Stress Analyzer (C.V.S.A.), or any other test deemed appropriate by the internal investigator. Bargaining unit members will not waive any of their rights when required to submit to one of the above mentioned examinations. The results of bargaining unit member's tests shall not be the sole basis for discipline or admissible before a grievance board or arbitrator.

10.4 False Complaints

The City or bargaining unit members may prosecute individuals who make false criminal complaints against bargaining unit members.

10.5 Employee's Privacy

Neither the Department nor the Union shall release a bargaining unit member's home address or telephone number to any other person or agency without their consent, unless required by law.

Law Enforcement Agencies may be provided the above items, if needed in a criminal investigation or if the individual has been charged with a criminal offense.

10.6 Disposition of the Investigation.

(A) The University City Police Department shall have seventy-five (75) days from the date a complainant signs the Department complaint form in an administrative investigation to report its findings to the Chief of Police. The Chief of Police shall have thirty (30) days, from receipt of the findings, to render his decision as to discipline, if any. The Chief of Police may return the investigation to the Investigator for an additional five (5) days for further investigation, after which he will have five (5) additional days to render his decision.

(B) Within ten (10) days after the Chief of Police has reached his decision, disciplinary action that occurs as result of an investigation or interrogation shall be reduced to writing and a copy shall be given to the bargaining unit member who is named in such action.

10.7 Officer Involved Shooting Investigations.

(A) No officer who has discharged their weapon shall be treated as a suspect unless investigating officers, supervisory personnel assigned to the investigation, Chief of Police, Prosecuting Attorney, or any other lawful authority has probable cause to believe a crime has been committed.

(B) Scenes from shooting situations are to be considered and handled as a major crime scene, per the appropriate General Order. A Uniform Supervisor will be in charge until properly relieved by the crime scene coordinator. The crime scene will be held until the Chief of Police or his designee authorizes the release.

(C) All interviews involving review of professional standards of an officer involved in a shooting incident shall be conducted within a reasonable amount of time after the incident and after the officer has had an opportunity to contact a Union representative, but such time shall not exceed 48 hours.

(D) Officers involved in shooting incidents resulting in any personal injury or fatality will be relieved of duty with pay by the Chief of Police. At the discretion of the Chief of Police, the bargaining unit member will be provided a replacement weapon until their issued weapon can be returned. Retention of their badge and identification card will be decided on a case-by-case basis by the Chief of Police. The officer(s) will receive formal notification through a personnel action form.

(E) The officer(s) will remain on paid administrative leave until the incident has been disposed of through the County Prosecutor's Office, or Grand Jury, or completion of an internal investigation, unless immediately apparent that criminal charges are pending. When a ruling has been received from the County Prosecutor's Office, or Grand Jury, that no criminal charges will result from the injury/fatal shooting incident, and that the Internal Affairs investigation has been favorably resolved, the officer will be returned to full duty status by the Chief of Police. The officer(s) will receive formal notification of their return to active status through a personnel action form.

(F) Before returning to active duty officer(s) involved in shooting incidents resulting in any personal injury or fatality may be required to be evaluated by a mental health professional to determine if the officer is emotionally fit.

10.8 Specific Procedures

(A) 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. Employee requested examinations shall be at the expense of the employee.

(B) 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.

(C) An employee may be required to participate in a line-up in connection with a criminal investigation.

(D) All Department property, property issued by the department and property authorized by the Department 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 Department property.

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 one of the following ways:

- a. Unfounded: The investigation indicates that the act(s) complained of did not occur, the complainant admits false allegations, or the member was not involved.
- b. Exonerated: Acts did occur, but actions were justified, lawful, and proper.
- c. Not Sustained: Investigation fails to disclose sufficient evidence to clearly prove the allegations.
- d. Sustained: The investigation disclosed sufficient evidence to clearly prove the allegations.
- e. The 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.

Article 11 Wages

11.1 All employees shall be required to have their paychecks directly deposited electronically. All employees shall be paid 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 Police officers shall receive as compensation for their services such amounts as may be fixed by the City Manager in accordance with the Civil Service Rules and Pay Grade Schedule A, included herein.

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 or in excess of eight (8) hours per work day. For employees working a Sunday through Saturday 28-day schedule, time and one half (1½) shall be paid for hours worked in excess of one hundred sixty (160) hours per twenty-eight (28) day period or, in excess of their regularly scheduled twelve or eight hour days. Overtime rates shall be calculated at time and one half (1 1/2) the employee’s regular hourly 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 schedule for any sick 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 the first available officer and will not be based on seniority, by attempting to contact them via phone from a list of Officers who have signed up to be contacted for any overtime available. If additional manpower is required for the next shift and no one volunteers for the shift, the least senior employee (employee with the lowest DSN working the shift) will be mandated to work the subsequent shift. No employee will be mandated to work overtime two (2) consecutive days. In that situation, the next lowest senior employee will be mandated. 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 or his/her designee, may require such service from any employee. Employees are expected to work overtime as and when assigned.

12.3 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 three hundred sixty five (365) days (unless otherwise allowed by the Chief). Use of comp time shall be approved in advance and may only be used in 2-hour increments. Under no circumstances shall an employee with the exception of officers detached for special assignment, be allowed to accrue more than the comp time accrual cap of one hundred-fifty hours (150) hours (converted to two hundred-twenty five (225) usable hours).

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 four (4) hours callback pay at such rate, even if he or she works fewer than four (4) additional hours. The four-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 four (4) 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 four-hour period.

13.2 The four (4) 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
Court, Training Officer & Field Training Officer Pay

14.1 Court Pay

14.1.1 Court standby for possible testimony in an official capacity relating to the performance of an employee's duties that is requested 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.

14.1.2 If an employee is called to testify while off duty, and the employee appears as requested to provide testimony, the employee shall be paid three (3) hours at the overtime rate. If the appearance extends beyond three (3) 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.

14.2 Field Training Officer Pay

An employee designated by the Department as a Field Training Officer shall be paid twenty-four (24) hours of compensation pay for training a probationary officer for a phase. If a Field Training Officer trains a probationary officer for fifty percent (50%) of that phase of training, he/she will receive twelve (12) hours of compensation pay. If a Field Training Officer trains a probationary officer for seventy-five percent (75%) of that phase of training, he/she will receive eighteen (18) hours of compensation pay.

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 sixteen (16) 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 sixteen (16) working hours, if requested to do so by the City.

Article 16
On-call/Standby Duty

16.1 Detectives and Detective Sergeants may be scheduled for on-call/standby status from time to time. This on-call/standby status shall be specifically designated for a Detective or Detective Sergeant in the work schedule or by the Department. A Detective or Detective Sergeant that is on-call/standby is required to remain mentally alert and physically prepared to respond should he or she be contacted. Mentally alert and physically prepared shall be interpreted to include the understanding that the employee shall not be under the influence of intoxicating beverages or illegal drugs and controlled substances, the possession or use of which is unlawful, pursuant to federal, state and local laws and regulations in the United States.

16.2 In the event the patrolman is called in during the scheduled on-call/standby day he or she will receive overtime pay for the hours worked. A patrolman or patrol sergeant that is on-call/standby is required to remain mentally alert and physically prepared to respond should he or she be contacted. Mentally alert and physically prepared shall be interpreted to include the understanding that the employee shall not be under the influence of intoxicating beverages or illegal drugs and controlled substances, the possession or use of which is unlawful, pursuant to federal, state and local laws and regulations in the United States.

16.3 After receiving a telephone call or a page the Detective, Detective Sergeant, Patrolman or Patrol Sergeant must respond by phone within fifteen (15) minutes of the telephone call or page. Once the telephone call or page has been acknowledged the Detective or Patrolman must report for duty within one (1) hour of acknowledgement. If the Detective, Detective Sergeant, Patrolman or Patrol Sergeant does not respond to the telephone call or page while on-call/standby in a reasonable time or responds in an unacceptable manner, he or she shall be subject to disciplinary action and will be considered not to have complied with their obligations and accordingly will not have earned or be eligible to receive on-call/standby duty compensation, as described above, unless the employee's inability to be located was caused by administrative error, technical failure or another legitimate reason.

Article 17 Injuries and Light Duty Assignments

17.1 On Duty Injuries

The City shall pay up to 40 working days injury leave, without sacrifice of sick leave, dependent upon the recommendation of the City's physician. Employees who are injured in the line of duty, and who do not return to work within three days are eligible to receive workman's compensation. On Duty injuries and Worker's Compensation shall be governed by the City's Administrative Regulation No. 1 and the Police Department General Order 4-01.

17.2 Light Duty

Light duty assignments for on-duty injuries will consist of solely non-hazardous, administrative duties in the Department. Light duty positions must abide by any and all medical restrictions by the employees medical provider. Light duty officers will not be allowed in the booking room. Light duty officers will not be placed on patrol. Light duty officers will be in uniform, unless such injury so prevents as determined by the City's physician, and will not be in any marked or unmarked patrol car unless Police Department errands or any other clerical/non-police activities are required, or in the case of an emergency.

Article 18 Hours of Work/ Manpower

18.1 The pay period for Detectives, Patrolmen and Sergeants runs every two (2) weeks consisting of a total of no less than eighty scheduled (80) hours of work in the two (2) week pay period. If the Patrolmen or Patrol Sergeants work more than eighty (80) hours in a two week pay

period they will be compensated and will receive overtime pay based on their individual pay grade.

18.2 Patrol Officers will work twelve (12) hour shifts and the hours shall be: First shift 7:00 a.m. to 7:00 p.m. and Second shift 7:00 p.m. to 7:00 a.m. Officers are to be at work and ready for duty at 6:30 a.m. for the First shift and 6:30 p.m. for the Second shift. Patrol officers for both shifts will be allowed a forty-five (45) minute lunch with an additional fifteen (15) minute arrival time. For any reason if a patrol officer does not get their forty-five (45) minute lunch break the patrol officer will be compensated and will receive thirty (30) minutes of overtime pay submitted at the end of the shift by the officer. Meal breaks for First Shift will start at 9:00 a.m. and at 9:00 p.m. for Second Shifts. More than one officer may be cleared for breaks at the same time. Excluding Overlay Shifts, the last officer will be cleared for meal breaks at 4:45 p.m. for First Shift and 4:45 a.m. for Second Shift. At the discretion of the City, officers may be cleared for breaks after the above prescribed times.

18.3 For both First shift and Second shift, the K-9 Officers will be allowed a forty-five (45) minute lunch with an additional fifteen (15) minute arrival time. If, for any reason, a K-9 officer does not get their forty-five (45) minute lunch break the K-9 officer will be compensated and will receive thirty (30) minutes of overtime pay, submitted at the end of the shift by the K-9 officer. The K-9 officer will receive one (1) hour of compensation per day for taking care of the K-9 including sick days, vacation and personal recreation days. The K-9 officer will not receive any compensation time if the K-9 is not in the possession of the K-9 officer. The K-9 officers will have the same recreational leave days as the patrolmen for the crew that they are assigned to. If for any reason the K-9 Officer is called to a scene while not on duty the officer will receive a minimum of two (2) hours overtime pay. The K-9 Unit is assigned to the Special Operations Unit and adopts the shifts of the Unit, thus working adjustable work hours with the Unit as to address emerging crime trends.

18.4 Scheduled days for patrol officer overlay shifts will be an eight (8) hour shift scheduled once per pay period for each patrol officer. The overlay shifts for officers on the First Shift will be from 12:00 p.m. to 8:00 p.m. The overlay shift for officers on the Second Shift will be from 6:00 p.m. to 2:00 a.m. The overlay officer(s) for both shifts will be at work and ready for duty thirty (30) minutes prior to their scheduled times. All overlay shifts for patrol officers can be extended to a full twelve (12) hours due to emergency circumstances or if the minimum manpower requirements are not met and reasonable notification is provided. In any other circumstances, the employee may be asked but not required to extend an overlay shift. For all overlay eight (8) hour shifts, the officer will be allowed a thirty (30) minute lunch break with an additional fifteen (15) minute arrival time. If an overlay shift is extended, the employee will be entitled to a forty-five (45) minute lunch break or the employee will be compensated for a missed lunch break. The officers on an overlay shift will count for man power during the hours the overlay officer(s) is working. The K-9 officer will also be given one (1) hour during the overlay shift to feed and care for the K-9.

18.5 Patrol sergeants will work twelve (12) hour shifts which shall be: First shift 7:00 a.m. to 7:00 p.m. and Second shift 7:00 p.m. to 7:00 a.m. Patrol Sergeants are to be at work and ready for duty at 6:00 a.m. for the First shift and 6:00 p.m. for the Second shift. Patrol Sergeants will

be allowed a forty-five (45) minute lunch taken at their discretion with an additional fifteen (15) minute arrival time

18.6 Scheduled days for patrol sergeants overlay shifts will be an eight (8) hour shift scheduled once per pay period for each patrol sergeant. The overlay for First and Second shift for patrol sergeants will be determined by the Department. All overlay shifts for patrol sergeants can be extended to a full twelve (12) hour shift by the Department with notification of at least one (1) day. For all overlay eight (8) hour shifts, the patrol Sergeant will be allowed a thirty (30) minute lunch break with an additional fifteen (15) minute arrival time.

18.7 Detectives shall work eight (8) hour shifts which shall be: First shift, 8:00 a.m. to 4:00 p.m. and Second shift 4:00 p.m. to 12:00 a.m. (midnight). Detectives shall arrive at work thirty (30) minutes prior to their scheduled eight (8) hour shift. Detectives shall receive a thirty (30) minute lunch break each eight (8) hour shift with approval of on duty Supervisor.

18.8 Manpower will consist of twelve (12) to fifteen (15) patrolmen on each of the four (4) crews. Minimum manpower and shift strength shall be governed by General Order 9-01, Section XII: Allocation of Personnel as adopted on March 26, 2013.

Article 19 Vacation Leave

19.1 All employee requests to use accrued vacation time must be turned in to their supervisor in accordance with Police Department Policy and Procedure Manual. 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 for patrol officers. Notwithstanding the foregoing, no vacation “bumping” is permitted within one hundred eighty (180) days of the less senior employee’s previously approved vacation days.

19.2 Each regular full-time employee between one (1) and five (5) years of service shall accrue vacation leave with pay at the rate of one and one quarter (1¼) days per month or three (3) calendar weeks per year. Regular full-time employees having completed five (5) years of service shall be allowed vacation leave at a rate of one and one third (1 1/3) days per month or three (3) calendar weeks plus one (1) day per year. Regular full-time employees having completed ten years of service shall be allowed vacation leave at the rate of one and one half (1 ½) days per month or three (3) calendar weeks plus three (3) days per year. Regular full-time employees having completed twenty (20) years of service shall be allowed vacation at a rate of two (2) days per month or four (4) calendar weeks plus four (4) days per year.

19.3 No vacation leave shall be granted a regular employee until he/she has served six months from the date of his/her probationary appointment. Vacation time may be allowed for time served in probationary status.

19.4 Vacation time shall be taken in four (4) hour increments during the calendar year in which it becomes due.

19.5 Vacation time will not be permitted to accrue to an amount beyond that granted annually except under unusual circumstances when it has been impossible for the employee to take

vacation leave and then only with the written permission of the City Manager. In no event shall vacation leave be permitted to accrue beyond that accumulated in a two-year period.

19.6 All vacation requests shall be submitted to the immediate supervising official. Employees' vacation request shall be approved or denied within five (5) days of the submission of the request.

19.7 Upon voluntary resignation, employees shall be compensated for all accumulated and unused vacation leave up to the date of separation.

Article 20 Holidays

Recreational Days: The commissioned personnel of the Police Department shall receive nine (9) personal recreation days per calendar year. These days shall be earned individually throughout the year by the officer being employed by the Department on the following dates:

January 1
February 1
March 1
May 1
July 1
August 1
September 1
November 1
December 1

Five (5) personal recreation days shall be available and granted for use as of January 1 of each calendar year. The remaining four (4) days shall be available and granted for use as of July 1 of each calendar year. All days earned during the calendar year must be taken by December 31 of each year or shall be forfeited.

Article 21 Leave

21.1 Sick Leave

Sick leave shall be accumulated at twelve (12) hours per month, totaling one hundred and forty four (144) hours per year. Accrued sick time may be used due to actual sickness or disability of the employee or sickness of an immediate family member, which necessitates the employee's absence from employment. Immediate family member shall include the employee's spouse, domestic partner and/or dependents residing within the employee's household. Unused sick leave may be accumulated to total not more than 90 work days for regular employees working five days per week on a forty (40) hour per week schedule or one thousand eighty (1080) hours of sick time. A duty-related illness or injury shall not be charged against the employee's accumulated sick leave balance. The employee's supervisor may direct an employee who appears ill to leave work to protect the health of others; provided however that this employee

may return to work if his doctor certifies that he is not ill. If the employee has worked at least one-half of his scheduled shift, the employee will not be charged for sick leave for the first day if the employee is sent home. A physician's note will only be required for authorization of sick leave after twenty-four (24) hours of scheduled duty time or more.

21.2 Maternity Leave

After a female employee has learned of her pregnancy she must meet with her physician to determine the best course of action for fetal protection. The employee must inform her employer in writing of her pregnancy at her discretion. Employer must provide light duty accommodations that benefit employee and employer. Employee must complete and present leave of absence and FMLA paperwork within thirty (30) days of taking leave. Employee must have been employed with the City for at least twelve (12) months and worked at least 1,250 hours during the twelve month period preceding the FMLA leave request. Employee may take vacation/sick/personal recreation days concurrently with FMLA. The City will continue paying the same portion of the health insurance premiums while employee is on paid leave and FML.

Any female member who upon advice from her physician may not safely perform all of the normal duties of her job during pregnancy will be temporarily assigned to non-hazardous duties for the protection of the unborn fetus. The member shall remain assigned to a non-hazardous duty or another similar assignment for the duration of the pregnancy.

Article 22 Funeral Leave

22.1 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 thirty-six (36) hours) off with pay as funeral leave. The family members constituting "immediate family" in this paragraph are:

- a. Spouse or domestic partner;
- b. Child(ren) or stepchild(ren)
- c. Sibling or step-sibling of an employee or the employee's spouse or domestic partner;
- d. Parent or step-parent of an employee or Parent or step-parent of the employee's spouse or domestic partner;
- e. Grandparent of employee or the employee's spouse; and
- f. Grandchild(ren) of an employee or the employee's spouse or domestic partner.

23.2 In the event of a death of an aunt or uncle of the employee or the employee's spouse or domestic partner, the employee may use up to two (2) days of the employee's annual leave.

Article 23 FMLA Leave

FMLA paperwork must be completed if illness or injury is deemed an emergency circumstance and/or the illness will keep employee out of duty for more than three (3) scheduled work days. The City shall comply with the Family and Medical Leave Act (FMLA).

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 Administrative Regulations and the Employee Handbook and as modified from time to time, governs the terms and conditions of all City employees' FMLA leave.

Article 24 Military Leave

24.1 Any member of the bargaining unit that is activated for Military orders (temporary or long term activations) will be guaranteed re-employment with the Department and the Department will abide by federal law and all other applicable regulations as it relates to employment rights.

24.2 Any bargaining unit member that is currently under contract with the United States Military Reserve or National Guard, and required to attend monthly "drill weekends," shall be granted paid leave for that purpose not to exceed fifteen (15) days per year. Fifteen (15) days per year for an employee shall be fifteen 8 hour days totaling 120 hours. The member must provide documentation of participation in scheduled drills to receive this compensation.

24.3 Any member activated for military service, for a period that exceeds ten (10) calendar days, and whose pay and allotment from the military is less than that of their pay earned from the City, shall be compensated for the difference. Any member wishing to use this benefit must provide a copy of the pay and allotment statement from D.F.A.S. (Defense Finance and Accounting Service), which must be accompanied by a copy of the orders.

Article 25 Jury Duty

25.1 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.

25.2 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.

25.3 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 Recreation Days for those situations, with appropriate authorization from their immediate supervisor.

Article 26
Insurance

26.1 Health, hospitalization and major medical benefits, accident, life and disability insurance will continue to be provided to employees, spouse and family 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.

26.2 The City offers a voluntary dental and vision plan to all full-time employees.

Article 27
Employee Conduct, Reprimands, and Discipline

The City’s General Work Rules, as found in Administrative Regulation No. 4 and the Police Department Policy and Procedure – General Order 3-15 effective August 7, 2001 shall govern code of conduct, discipline and termination.

The Police Chief, with consent of the Human Resources Director and the City Manager, or the City Manager and the Human Resources Director by mutual consent may, for misconduct, inefficiency, or other just cause discharge a regular employee. Any time an employee, is called before the Police Chief for the purpose of considering disciplinary action against the employee, the employee shall have the right to notify the Union Executive Board Member and one of the officers of the Union and have them accompany the employee and advise him or her. When representation is invoked the employee and the City understand that this does not negate the employee’s responsibility to participate in the investigative process during the disciplinary proceedings.

The Civil Service Rules and Administrative Regulations shall be made available electronically and should be kept current in the office of the Chief of Police.

Article 28
Grievance/Complaint Procedure

The Police Department Policy and Procedure Manual – General Order 4-03 effective March 26, 2013 shall govern grievance procedures.

Article 29
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 only full-time uniformed personnel may, if funding is available, be eligible for Educational Achievement Reimbursement in curriculum from an accredited college or university related to the employee's respective department. Education assistance will be provided, as determined by the Committee on Academic Review, pursuant to the City's Educational Achievement Reimbursement Policy, as found in Administrative Regulation No. 19 and as modified from time to time, which governs the reimbursement of academic credits. Full-time uniformed personnel shall receive reimbursement upon the completion of a semester or equivalent term with passing grade of A, B or C, up to a maximum of \$750.00 per calendar year upon the City Manager's approval.

Article 30
Personnel Records

30.1 The City's Director of Human Resources shall maintain a personnel file for each employee. 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.

30.2 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.

Article 31
Training

31.1 Training while on Duty

(A) Time spent in training while on duty shall be considered normal work time.

(B) 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.

(C) Any firearms training will be conducted on the employee's eight (8) hour day.

(D) K-9 units will be provided training monthly and for one (1) week out of the year for national certifications.

Article 32
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.

Any secondary employment not related to law enforcement duties requires written approval of the Chief of Police provided that it does not conflict with scheduled work hours. Such approval shall not be reasonably withheld.

Article 33 Uniforms and Equipment

33.1 Uniforms

- A. All commissioned officers shall maintain in good order, a regulation issue of uniforms, regardless of assignment. Officers shall have full uniform available at all times.
- B. The prescribed uniform shall be clean and pressed, with no tears, rips, holes or soil apparent, and shall be worn in the manner prescribed by Department orders. Department members are responsible for uniform cleanliness. In the event a part of the uniform becomes torn or soiled during a tour of duty, conditions permitting, the member will be allowed to change the affected part of the uniform.
- C. It is the responsibility of the Department member to obtain needed alterations of the uniform in the event of weight loss or gain.
- D. The prescribed uniform shall be worn by members of the Department while on duty. Civilian clothing is authorized for members of the Bureau of Investigations and any other member specifically designated by the Chief of Police.
- E. All articles of the uniform shall conform to the uniform standards and no other insignia, pins, etc., may be worn on or with the uniform without the permission of the Chief.
- F. Patrol personnel shall be issued and shall be accountable for the following uniforms:
 - a. Uniform cap
 - b. Foul weather fur cap
 - c. All weather cap
 - d. 1 ball cap (University City Police on front and DSN on back)
 - e. 4 Long sleeve shirts with 2 Department patches on each shirt
 - f. 4 Short sleeve shirts with 2 Department patches on each shirt
 - g. 2 Winter pants
 - h. 2 Summer pants
 - i. Clip-on Ties
 - j. 1 Nylon jacket and liner with 2 Department patches
 - k. 1 Rain coat and hat cover
 - l. 1 Pull over sweater
 - m. 1 Pair of winter gloves
 - n. 1 Badge and 1 Cap piece
 - o. Badge case
 - p. 1 Identification Card
 - q. Service stars
 - r. Rank insignia

- s. Department patches
- t. 1 Pair of patrol shorts (special detail)
- u. 1 Polo Shirt with 2 Department patches (special detail)
- v. 2 pair of bike shorts (bike patrol)
- w. 2 Polo Shirts with 2 Department patches, POLICE reflective on back, name and badge embroidered on front (Bike Patrol)

33.2 Uniform Allowance

The City agrees to pay commissioned officers who are not required to wear a uniform on a regular basis a uniform allowance of \$50.00 per month provided that individual is employed and in good standing on that date. The positions covered by this section are Detectives and Police Officers working special assignments if they are in civilian clothes for more than a year. The City's Uniform Allowances and Equipment for Police Personnel, as found in Administrative Regulation No. 18 governs the uniform allowance procedures.

33.3 Personal Equipment/Accessories

Personnel shall be issued and shall be accountable for the following personal equipment, with the exception of nylon equipment being issued only as deemed necessary dependent upon assignment (i.e. bike patrol):

- a. Name tags
- b. Option blue dickies with UCPD embroidered in gold letters in front
- c. 1 Knit (skull) hat with UCPD embroidered in gold letters in front
- d. 1 Inner Belt
- e. 1 Leather and 1 nylon duty belt
- f. Belt keepers: 4 leather and 4 nylon
- g. 1 On duty Firearm (to be purchased by officer)
- h. Firearm Holster: 1 leather and 1 nylon
- i. 1 Double magazine case
- j. Ammunition
- k. Concealed Body Armor (Ballistic Vest) (to be purchased by officer) see 34.3.1
- l. 1 Taser X26P or X26 and case (Supervisors only)
- m. O/C spray and case: 1 leather and 1 nylon
- n. 1 Radio, charger, and nylon and leather cases
- o. 2 Pair of handcuffs, 2 handcuff keys and 2 cases: nylon and leather
- p. 1 Baton with leather and Nylon case
- q. 1 Whistle with lanyard
- r. 1 Departmental Policy and Procedure Manual
- s. 1 Copy of this Agreement between University City and the Union
- t. 1 Citation holder
- u. Traffic, parking, and non-traffic summons
- v. Bike Helmet (bike patrol)
- w. Nylon duty belt with cases for equipment (bike patrol)
- x. Sun glasses with three lenses (bike patrol)

- y. K-9 units: Department issued cellular phone, station kennel, and indoor and outdoor kennels for personal residence

33.3.1 The employee may wear a protective vest which will be purchased at the employee's own cost. If an officer desires to purchase a vest, the Department will purchase the vest initially, and allow the officer to re-pay the Department through a minimal cost payroll deduction plan until such time the Department is fully reimbursed for the vest.

33.3.2 Only Academy recruits, who have graduated from the Academy, who choose to wear a vest will be authorized to purchase the vest through payroll deductions and the vest will be available prior to graduation from the police academy.

33.3.3 Officers will be mandated to wear protective body armor for the following types of incidents or tactical operations:

1. Tactical Raids
2. Hostage/Barricaded Suspect
3. Tactical Stakeouts
4. VIP Protection Detail
5. Any other occurrence deemed suitable by a Commanding Officer

The City shall provide protective body armor to those officers without vests who are directed to engage in any of the above incidents or tactical operations.

33.4 Accessories

Personnel shall be issued and shall be accountable for the following accessories if applicable:

- a. American Flag pin
- b. Crisis Intervention Team (CIT) pin
- c. Field Training Officer pin
- d. Special Operations Unit (SOU) pin
- e. Chief's Meritorious Award pin
- f. Service stars

The service stars will be placed directly above the top edge of the right side pocket centered in the middle. The name tag will be worn on the right pocket flap beneath the service stars. The American Flag pin will be worn on the left pocket flap, beneath the badge above the pocket button.

33.5 Equipment to be purchased by Officer

The following equipment is to be purchased by the officer:

- a. Duty firearm: Duty firearm will be issued to the officer by the Department. The Department will deduct fifty dollars (\$50.00) from each pay check until the firearm is paid in full. The firearm will be the property of the officer.
- b. Boots (black)
- c. Dress Shoes (black clarino)
- d. Socks
- e. Tennis shoes (Black)
- f. Vest

33.6 Optional Equipment: Secondary firearm

- a. One second handgun may be carried if approved by the Department
- b. Secondary firearms are not to be visible to the public
- c. Secondary firearms are to be bought and paid for by the officer

33.7 Duty Firearm

The Department may replace the 9mm Beretta firearm with a .40 caliber or higher caliber firearm.

33.8 Approval for Uniform Items

Authorization to wear or carry any uniform item that is different (style, material, etc.) from the Department issued item (i.e. holsters, belts, etc.) must be approved by the respective Chief of Police in accordance with Department policy.

33.9 Patrol Vehicles

1. All vehicles will have correctly installed emergency equipment including, but not limited to:
 - a. Exterior mounted emergency lights to include alley and spot lights
 - b. Siren
 - c. Radio/emergency button
 - d. PA radio
 - e. Exterior mounted spot light on the driver's side
 - f. Shot gun
 - g. Flares
 - h. Blankets
 - i. Breathing mask
 - j. Spare tire
 - k. Fire extinguisher
 - l. Traffic Cones
 - m. Disposable hand held traffic lights
 - n. Communicable disease control supplies
 - o. Alley lights

- p. Push Bumper
 - q. Seat belt and child restraints
2. All marked patrol vehicles will have correctly installed equipment, including but not limited to, equipment functioning properly and installed in the vehicle functioning properly or readily accessible from the vehicle. Such equipment may include the following:
 - a. Laptop computer
 - b. Laptop Air Cards
 - c. Mobile Ticketing Devices
 - d. Authentication Tokens
 - e. Lotus Notes Jump Drives
 - f. Rifle
 3. Damage to vehicle or equipment inside the vehicle.
 - a. It will be the responsibility of the officer making relief to inspect the vehicle and equipment to ensure there is no damage to the vehicle or equipment and to ensure the vehicle and equipment are functioning properly.
 - b. If the officer making relief fails to inspect and report any damage to the vehicle or equipment he/she will be held accountable with possible disciplinary action taken against him/her.
 - c. The City agrees to fix or repair any damage to the vehicle, along with equipment in a timely manner.

33.10 Station Equipment

- a. The report writing room will have the necessary computers properly functioning computers with hardware and software no older than four (4) years old.
- b. Every officer shall have a functioning email address through CAD.
- c. The booking area shall have one (1) computer for booking.
- d. The booking room will contain rubber gloves at all times in sizes small, medium, large, and extra large
- e. Department mailboxes can be used to inform officers of information pertaining to Union business or news.

Article 34 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 35 Use of City Facilities

35.1 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. 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.

35.2 The City will furnish locker rooms, with showers and storage facilities for male and female officers.

Article 36 Promotions

Promotions are granted pursuant to the City's Civil Service Rules and Department Policy and Procedure as set forth in General Order 4-05, as adopted on June 1, 2001 shall govern the promotion process.

Article 37 Term of Agreement

37.1 This Agreement shall be effective as of the later of January 1, 2015 or the date it is formally adopted by the City Council, and shall continue in full force and effect through December 31, 2017; provided that unless either party gives written notice of its intention to terminate this Agreement at least ninety (90) days prior to the termination of the then existing term, then on January 1, 2018 (or, if automatically renewed as provided herein, January 1, 2019 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.

37.2 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.

37.3 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 38 Binding on Successors

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 39 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 40 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 41 Entire Agreement

41.1 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.

41.2 The City Administrative Regulations and Civil Service Rules, the Employee Handbook and Benefits Information Guide, 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 _____, 2015.

CITY OF UNIVERSITY CITY, MISSOURI: EASTERN MISSOURI COALITION OF
POLICE, FRATERNAL ORDER OF
POLICE, LODGE 15:

Mayor

ATTEST:

City Clerk