

**City of Ballwin, Missouri
Police Department**

&

**Eastern Missouri Coalition of Police,
Fraternal Order of Police, Lodge 15**

Sergeants and Lieutenants

Collective Bargaining Agreement 2023 – 2027

Table of Contents

ARTICLE 1 – RECOGNITION AND LODGE SECURITY	1
SECTION 1. RECOGNITION.....	1
SECTION 2. UNION SECURITY.....	1
SECTION 3. OFFICER ELECTION	1
ARTICLE 2 - LODGE STATUS AND RIGHTS.....	1
SECTION 1. RIGHT OF ORGANIZATION	1
SECTION 2. RIGHT OF REPRESENTATION	1
SECTION 3. NEWLY HIRED EMPLOYEES	2
SECTION 4. CITY MEETINGS	2
SECTION 5. NOTIFICATION OF RULES.....	2
SECTION 6. BULLETIN BOARD	2
SECTION 7. USE OF INTRA-DEPARTMENTAL MAIL AND E-MAIL SYSTEM.....	2
ARTICLE 3 - MANAGEMENT RIGHTS	3
ARTICLE 4 – CLOTHING AND EQUIPMENT	5
SECTION 1. PERSONAL UNIFORMS, EQUIPMENT, AND DUTY GEAR.....	5
SECTION 2. CLOTHING ALLOWANCE	5
SECTION 3. REPLACEMENTS	6
ARTICLE 5 - HOURS OF WORK	6
ARTICLE 6 - WORK ASSIGNMENTS.....	7
SECTION 1. SHIFT ROTATION	7
SECTION 2. TRANSFERS	7
SECTION 3. SPECIALIZED UNITS.....	8
SECTION 4. MODIFIED DUTY ASSIGNMENTS.....	8
ARTICLE 7 - DISCIPLINE.....	9
SECTION 1. TIME CONSTRAINTS	10
SECTION 2. JUST CAUSE	10
SECTION 3. ADMINISTRATIVE LEAVE.....	10
SECTION 4. PROGRESSIVE DISCIPLINE SYSTEM.....	10
SECTION 5. DISCIPLINARY APPEALS.....	12
ARTICLE 8 - SPECIAL EXAMINATIONS AND RIGHTS OF MEMBERS WHILE UNDER INVESTIGATION	12
SECTION 1. INTERNAL INVESTIGATIONS.....	12
SECTION 2. CRIMINAL INVESTIGATIONS	14
SECTION 3. POLYGRAPH EXAMINATION / COMPUTER VOICE STRESS ANALYZER (C.V.S.A.)	14
SECTION 4. FALSE COMPLAINTS	14
SECTION 5. EMPLOYEE'S PRIVACY.....	14
SECTION 6. DISPOSITION OF THE INVESTIGATION.	14
SECTION 7. OFFICER INVOLVED SHOOTING INVESTIGATIONS.	15
SECTION 8. SPECIFIC PROCEDURES	16
SECTION 9. COMPLAINT WITNESSES	16
SECTION 10. CONFLICTS OF THE INVESTIGATOR.....	16
SECTION 11. OUTCOME OF COMPLAINT	16
SECTION 12. NO RETALIATION FOR EXERCISE OF RIGHTS.....	17
ARTICLE 9 - GRIEVANCE PROCEDURE	17

ARTICLE 10 - LEGAL REPRESENTATION	20
SECTION 1. CIVIL ACTION	20
SECTION 2. GRIEVANCES.....	20
ARTICLE 11 - LEAVE	20
SECTION 1. GENERAL	20
SECTION 2. SCHEDULE OF VACATION ACCRUAL	20
SECTION 3. VACATION SCHEDULING	21
SECTION 4. TRAINING DAYS	21
SECTION 5. COMPENSATORY TIME	21
SECTION 6. PERSONAL TIME.....	21
SECTION 7. HOLIDAY TIME.....	22
SECTION 8. BEREAVEMENT LEAVE	23
SECTION 9. SICK LEAVE	23
SECTION 10. WORKERS COMPENSATION/INJURY LEAVE	24
SECTION 11. MILITARY LEAVE	24
SECTION 12. JURY LEAVE AND COURT APPEARANCE	25
ARTICLE 12 – BENEFITS	25
SECTION 1. HEALTH AND WELFARE BENEFITS COVERAGE	25
SECTION 2. PENSION	25
SECTION 3. VOLUNTARY DEFERRED COMPENSATION.....	25
Section 4. CERTIFICATION AND TUITION ASSISTANCE.....	26
SECTION 5. VACCINATIONS AND BOOSTERS	26
SECTION 6. SLAIN OFFICER/DEPENDENT COVERAGE	26
ARTICLE 13 – TRAINING	27
ARTICLE 14 – COMPENSATION	27
SECTION 1. SALARY RANGES.....	27
SECTION 2. NEW HIRES.....	28
SECTION 3. PROMOTIONS	29
ARTICLE 15 – OVERTIME PAYMENT.....	29
SECTION 1. HOURS.....	29
SECTION 2. ON-CALL	29
SECTION 3. CALL BACK OVERTIME.....	29
SECTION 4. COURT TIME	30
ARTICLE 16 – NO STRIKE/NO LOCKOUT SECTION	30
SECTION 1. NO STRIKE COMMITMENT	30
SECTION 2. PERFORMANCE OF DUTY.....	30
SECTION 3. RESUMPTION OF OPERATIONS	30
SECTION 4. DISCIPLINE OF STRIKERS.....	31
SECTION 5. NO LOCKOUT	31
ARTICLE 17 – MISCELLANEOUS PROVISIONS SECTION.....	31
SECTION 1. OFF-DUTY RESPONSIBILITY	31
SECTION 2. GENERAL ORDERS	31
SECTION 3. LAY-OFFS.....	31
SECTION 4. SECONDARY EMPLOYMENT	32
ARTICLE 18 – ENTIRE AGREEMENT	32

ARTICLE 19 – SAVING CLAUSE	32
ARTICLE 20 – DURATION	33

Article 1 – Recognition and Lodge Security

Section 1. Recognition

To the extent authorized by law, through this Collective Bargaining Agreement (hereinafter the “Agreement”) the City of Ballwin (hereinafter the “City”) and the Police Department of the City of Ballwin, MO (hereinafter the “Department”) recognize and acknowledge the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 (hereinafter the “Lodge”) as the exclusive representative for all full-time Sergeants and Lieutenants employed by the Department (hereinafter “Bargaining Unit Members” or “Members”), for the purpose of collective bargaining under Article 1, Section 29 of the Missouri Constitution.

The City and the Department shall not contract with or make any agreement with any individual or group of the Bargaining Unit Members in matters of pay, hours of work, or other terms and conditions of employment unless such has been agreed to in writing in advance by the Lodge.

Section 2. Union Security

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

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

Section 3. Officer Election

The Lodge shall have the right to elect officers and designate executive board members, Lodge representatives (stewards), and alternates in accordance with its Constitution and By-Laws.

Article 2 - Lodge Status and Rights

Section 1. Right of Organization

Bargaining Unit Members shall have the right to join, or decline to join, and participate in the Lodge.

Section 2. Right of Representation

Bargaining Unit Members shall have the right to be collectively represented by the Lodge with the City in the determination of their terms and conditions of employment, and in the administration of grievances filed under this Agreement.

Section 3. Newly Hired Employees

Newly hired bargaining unit Members shall be considered in a Qualifying Period until completion of their initial twelve (12) months of continuous service from the date the individual is sworn in as a City police officer, during which period of time they may be terminated for any or no reason without recourse to the grievance or discipline appeal processes set forth in this Agreement. An individual's Qualifying Period may only be extended in the following circumstances: (1) up to an additional ninety (90) days upon mutual agreement of the City and the Lodge; (2) for the amount of time on approved leave of absence in excess of thirty (30) days during the individual's initial Qualifying Period; or (3) for the amount of time the individual had significant work restrictions in effect during the individual's initial Qualifying Period at the discretion of the Chief of Police. The term "probationary employee," when used in this Agreement, the City's Personnel Manual or Departmental General Orders, shall refer to a Member in his or her Qualifying Period.

Section 4. City Meetings

Members will not be required to clock out or use accrued paid time off when attending meetings at the request of the City during their scheduled on duty time.

Section 5. Notification of Rules

The Lodge shall be provided a copy of any proposed rule, directive, guideline, policy or procedure which affects the terms and conditions of employment of the Bargaining Unit Members thirty (30) calendar days before it is implemented absent extenuating circumstances. The Lodge shall have the opportunity to meet and confer with the City over such rule, directive, guideline, policy or procedure prior to its implementation.

Section 6. Bulletin Board

The City agrees to furnish space suitable for a bulletin board for use by the Lodge and Bargaining Unit Members only, but the City may remove anything it deems as inappropriate at any time.

Section 7. Use of Intra-Departmental Mail and E-Mail System

The Lodge shall be permitted to utilize the intra-departmental mail system and e-mail system for the purpose of providing information to Members pertaining to Lodge business or bargaining unit representation. The Lodge agrees that the use of these systems will be performed off duty and will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. The Lodge also agrees and understands that with

respect to the City's e-mail system, there shall be no reasonable expectation of privacy and that all e-mail is subject to monitoring by the City. The Lodge also understands that e-mail may be a public record subject to disclosure in the same manner as other records of the City, pursuant to applicable law. Any such use of these systems shall at all times comply with established policies of the City.

Article 3 - Management Rights

A. The parties agree that the efficiency of the City's operations requires clear management authority and freedom to make decisions. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights, powers, privileges, functions and authority of municipal governance in order to conduct and carry out its operations and to direct its working forces. The rights of City Management (whether that be exercised by Departmental Command Staff, City Management and/or the City Council) includes, but is not limited to, the following:

- The right to plan, direct and control the City's operations and services;
- The right to select and hire, promote, transfer, assign, and retain employees in position classifications and to suspend, demote, discharge, or take disciplinary action against employees;
- The right to determine the methods, means, organization, ranks, and number of personnel by which such operations are to be conducted;
- The right to establish, organize and reorganize the City in any manner it chooses, including the size and staffing of the City's departments, the determination of job duties, responsibilities, classifications and qualifications, and ranks based on duties assigned;
- The right to set work schedules and starting times or to change schedules and starting times already set, including the number and duration of hours of assigned duty per day, per week and per year, and the right to schedule, assign or reassign all City personnel to duties, assignments and shifts within the City.
- The right to require and to assign overtime;
- The right to manage and control the City's property and equipment;

- The right to determine the amount of management and supervision necessary;
- The right to establish, change, or eliminate existing methods, procedures, equipment, operations, services, protocols or facilities;
- The right to relieve employees from their duties because of lack of work, for budgetary reasons or for any other reason at the discretion of the City;
- The right to change methods or procedures and to maintain the efficiency of operations;
- The right to establish and maintain job performance requirements and standards of service;
- The right to decide the method of pay, pay periods, overtime pay cycles and the manner in which the City will comply with the Fair Labor Standards Act;
- The right to develop policy regarding employee selection and training programs and to determine education and training standards or requirements;
- The right to study, determine, and regulate the methods, quantity and quality of work;
- The right to establish, modify and discontinue incentive and merit pay plans and bonuses, subject to the provisions of Article 2, Section 5;
- The right to formulate, change, modify and enforce rules, regulations, policies and procedures governing employee conduct and work;
- The right to determine the number, design, location and boundaries of facilities and precincts throughout the City;
- The right to determine the type, model, design and specifications of all vehicles, equipment and supplies used in the City's operations;

- The determination of safety, health, and property protection measures;
- The right to contract, subcontract and/or to close any department, operation or portion thereof; and
- The right to take whatever other actions may be necessary to carry out the mission of the City.

It is understood and agreed that management maintains and retains all of its inherent management rights, that they are vested solely and exclusively in the City unless specifically given away by this City, and further that the foregoing enumeration of management's rights shall not be deemed to exclude any other management right not specifically set forth herein. Any of the rights, powers, functions, or authority which the City had prior to the recognition of the Lodge or the execution of this Agreement are retained by the City except as to those rights, powers, functions or authority that are specifically and expressly abridged or modified by this Agreement.

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

Article 4 – Clothing and Equipment

Section 1. Personal Uniforms, Equipment, and Duty Gear

The City shall furnish uniforms and equipment required of employees or necessary for the safe and efficient performance of job duties, as detailed in the Department General Orders 16-03B, effective December 8, 2015. Any changes to the Departmental General Orders relating to uniforms, equipment and/or duty gear will be handled as provided in Article 2, Section 5. Members will also be supplied with a uniformed external vest carrier.

Section 2. Clothing Allowance

Bargaining Unit Members assigned to uniform patrol and/or to DCI shall be provided a clothing allowance, in the amount of Five Hundred Twenty Five dollars (\$525.00) annually, to use to obtain approved uniform items and equipment.

Section 3. Replacements

The City shall pay for the replacement of personal uniform items in need of immediate replacement that are damaged as a direct result of a duty-related event, such as subduing or apprehending a suspect or similar occurrence arising out of the normal performance of the Member's duties. Items needing replacement due to normal wear and tear are subject to the clothing allowance set forth in Section 2. The City shall pay for the replacement of Department issued equipment, gear, and ballistics items if the item is still deemed necessary, when no longer serviceable except due to negligence or abuse as per the current practice.

The City shall pay for the replacement or repair of prescription eyeglasses or prescription sunglasses that are damaged as a direct result of a duty-related event, such as subduing or apprehending a suspect or similar occurrence arising out of the normal performance of the Member's duties. Normal wear and tear are excepted. The City shall pay no more than two hundred dollars (\$200.00) per incident provided the loss is reported as soon as reasonably possible. Each Member shall be limited to a total reimbursement of two hundred dollars (\$200) in any calendar year.

Article 5 - Hours of Work

For the purposes of this Agreement, a workday shall be the twenty-four hour period beginning at 12:00 Midnight. The normal workday schedule may consist of eight (8), ten (10) or twelve (12) hour shifts. The regular workweek shall begin at 6:00 am on Monday ending the following Monday at 5:59 am. The following is the normal scheduled workday for the Bargaining Unit not detached to another agency:

- Lieutenants, Support Sergeant, Detective Sergeant and Detective Bureau: 8-hour shifts Monday through Friday with a one half hour lunch period included. Shift start times will be designated by the Commander of Operational Support.
- School Resource Officer and COPS unit: 8-hour shifts as scheduled by the Chief of Police; during periods of school vacations, School Resource Officers will be assigned as needed by the Commander of Uniform Patrol.

All other Sergeants not listed in the first bullet point of this Article and Patrol Officers: 12-hour shifts from 600 to 1800 hours and 1800 to 600 hours which are scheduled according to the Pittman schedule with a forty-five (45) minute lunch

period included. Any officers detached to another agency will follow their respective schedules.

If at any time 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 Article 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 hours of work as soon as possible after the civil emergency or public health emergency is declared to be over.

Article 6 - Work Assignments

Section 1. Shift Rotation

Patrol Sergeants assigned to uniform patrol shall switch from day shifts to night shifts and vice-versa every twenty-eight (28) days.

Section 2. Transfers

Transfers may be made for a variety of reasons, including but not limited to: manpower shortages, light duty, crew diversity, job performance, and expertise. The Chief of Police maintains the authority to assign, reassign, or transfer any member to such duties or organizational components as he believes best serves the interests of the Member, the Department and the Community. Members may request a transfer, shift trade, or assignment in writing and submitted through the Member's chain of command. All transfers and transfer requests are at the sole discretion of the Chief of Police or his designee.

The Member shall be notified in writing that the Member is being transferred at least fourteen (14) days prior to such transfer being made, unless the transfer is being done on an emergency basis. Any transfer initiated by the Chief/Department shall not result in a loss of pay or benefits by the affected Member. Transferred Members will have the option of protecting any vacation time scheduled prior to notification of the transfer. Members with contractual commitments for child care that cannot be rescheduled, existing court orders relating to child care or custody requirements, or who have vacation scheduled prior to notice of the transfer will be provided an opportunity to discuss any potential disruption to such arrangements prior to being transferred. If a vacancy is filled other than on the basis of seniority ("top down, bottom up"), the Chief will provide the reasons for deviating from this protocol in writing.

Section 3. Specialized Units

Selection, retention and transfer of Members assigned to specialized units shall be governed by General Order 05-03A as in effect on the commencement of this Agreement, except as modified by this Section. Absent unusual or extenuating circumstances, specialized units shall only have a one (1) year extension, except that a Member assigned to the DCI can move on a one-time basis from one DCI tenured position to another DCI tenured position to maintain training and experience in the unit as determined by the Chief of Police or his designee. A Member cannot be moved/transferred from one specialized unit to another specialized unit unless he or she works a minimum of one (1) year assigned to the patrol division. Specialized units covered under this provision include the detective bureau (DCI), COPS unit, school resource officer, or any other specialized positions created during the term of this Agreement. One year of continuous detective bureau experience is required to apply for an open ten (10) year general assignment position.

Section 4. Modified Duty Assignments

Temporary limited duty assignments are available at the sole discretion of the Chief of Police. When granted, temporary limited duty assignments will be governed by the provisions of General Order 15-08 as in effect on the commencement of this Agreement, except as modified by this Section.

Limited duty assignments may be made available to a Member who is suffering from a medically certified illness, injury or disability requiring treatment of a licensed health care provider, or who is pregnant, and who, because of this, is temporarily unable to perform his or her regular duty assignment, but who is capable of performing alternate assignments.

The City shall comply with applicable provisions of the Family and Medical Leave Act, the Americans with Disabilities Act, the Missouri Human Rights Act and the Pregnancy Discrimination in Employment Act as it relates to limited or modified duty assignments.

All requests for temporary duty, modified duty and/or light duty shall be accompanied by a statement completed by the member's attending physician including an assessment of the general nature and expected duration of the medical condition, prognosis for recovery, and the specific nature and expected duration of work restrictions. The City shall approve or deny requests for light duty within seven (7) calendar days of submission of completed documentation unless

additional documentation is deemed necessary. The City can extend this period for an additional seven (7) calendar days upon notice to the Member within the initial seven (7) calendar day period.

Upon approval of limited duty status by the Chief of Police, the Member's supervisor shall coordinate the Member's placement into a limited duty position. Members may initially be approved, by the Chief of Police, for up to thirty (30) days of limited duty, with extensions at thirty (30) day intervals. The extension must be approved by the City Administrator.

A Member must provide a written statement from his or her treating physician describing the current prognosis and the estimated time to return to full duty each time an extension is requested. Limited duty assignments are only available to Members who have a reasonable expectation of returning to full duty status within or at the end of the limited duty period (with extension).

A Member on limited duty assignment may be returned to full duty status upon receiving the appropriate release from the Member's treating physician indicating the Member has recovered from his or her illness/injury/pregnancy and is capable of performing all of the essential functions of the Member's regular position. The Chief of Police may request a supplemental examination by the City's physician prior to returning the Member to full duty. The Member also may be required to successfully complete a functional capacity evaluation (FCE) and re-qualify with his or her duty weapon, depending upon the nature and extent of the Member's illness and/or limited duty assignment.

The returning Member will be assigned to a job assignment based upon Department need and the availability of appropriate positions, however, every reasonable effort will be made to return the employee to his/her assignment previously held.

Members on temporary, modified or light duty assignments are not eligible to work Secondary Employment unless approved by the Chief.

If the Chief of Police or his designee determines that the Department cannot accommodate the Member's temporary medical restriction(s), the Member will be required to utilize leave in a paid status, or request a leave of absence without pay. Such time in a paid status shall consist of sick leave, vacation or other accumulated leave benefits.

Article 7 - Discipline

Section 1. Time Constraints

Absent unusual circumstances, discipline imposed as a result of other than an Internal Affairs Investigation or Shooting Team Investigation, shall be imposed within thirty (30) days after the incident giving rise to the discipline occurs or becomes known to a command staff officer or it shall be considered dropped. If unusual circumstances arise the Shop Steward shall be notified in writing as soon as practical.

Section 2. Just Cause

Members, excluding probationary employees, shall be disciplined or discharged only for just cause. Discipline for just cause shall include, but not be limited to violations of City ordinances, Personnel Policies and Procedures, Departmental Rules and Regulations, General or Special Orders, and State and Federal Law, or any other conduct that is detrimental to the discipline and efficiency of the public service. In determining whether just cause exists for any particular disciplinary action, the following factors shall be taken into consideration: the nature or severity of the offense; the employee's past disciplinary record, including the amount of time elapsing between offenses of a like or different manner; the Member's length of service with the City; and any extenuating or aggravating circumstances.

Section 3. Administrative Leave

A Member under investigation for misconduct may at the discretion of the Chief of Police be placed on administrative leave pending completion of the investigation. Administrative leave will be paid leave unless in the sound judgment of the City probable cause exists to believe the officer may have engaged in serious conduct that, if proven, would justify termination from employment; provided, however, that placement on administrative leave with pay pending investigation does not preclude the City from deciding that termination of employment is appropriate following completion of the investigation. Any Member placed on unpaid administrative leave pending investigation who is exonerated of the charges or whose unpaid administrative leave period exceeds the final discipline meted to the Member will be reimbursed for the amount of wages improperly denied the Member.

Section 4. Progressive Discipline System

Disciplinary action for employees may include one or more of the following. The specific discipline issued will be based on the nature or severity of the offense, the employee's past disciplinary record (including the amount of time elapsing

between offenses of a like or different manner), the employee's length of tenure with the Department, and the presence of aggravating or mitigating circumstances.

A. Verbal Admonishment/Counseling Form: formal verbal reprimand by the supervisor or other administrative personnel

A notification that a reprimand was given shall be placed in the Member's personnel file. The Member may provide a rebuttal within seven (7) days to be attached to the notation in the personnel file. Except in cases of discrimination or harassment, excessive use of force or actions that may also constitute violations of law, a written reprimand will not be used as a basis for future discipline after a period of twelve (12) months provided the Member has not during that period of time received any written or more severe discipline for a like or different offense.

B. Written Reprimand: formal written reprimand by the supervisor/Department head

All written reprimands will be signed by the Member in acknowledgment of receipt and placed in the Member's personnel file. The Member will be given a copy of the document. The Member may provide a rebuttal within seven (7) days to be attached to the written reprimand and placed in the Member's personnel file.

C. Suspension without Pay: the ordered absence from duty without pay for a specific period.

A signed letter of just cause will be given to the Member as soon as possible, but in no case later than the beginning of the regular workday on which the suspension is scheduled to begin (unless the Member was placed on unpaid administrative leave pursuant to Article VII, Section 3), stating the reason for the suspension and its duration. A copy shall be made part of the Member's personnel file. A Member suspended without pay may choose to use previously accrued vacation or holiday time to cover any time missed in excess of twenty-four (24) hours' pay.

D. Involuntary Transfer: reassignment from Member's current specialized position to a non-specialized position.

This may occur when the Member has demonstrated an inability to perform the job duties and carry the responsibilities required of his/her position. A letter of cause will be given to the Member stating the reason for the transfer and the effective date. The letter of cause will be made a part of the Member's personnel file.

E. Dismissal: involuntary release of a Member from City service.

Dismissal will be reserved for only for those situations in which prior discipline has been unsuccessful in correcting the issue, or where progressive discipline is not appropriate.

Section 5. Disciplinary Appeals

Appeals of discipline by Bargaining Unit Members will be handled as outlined in Article 9 of this Agreement.

Article 8 - Special Examinations and Rights of Members While Under Investigation

Section 1. Internal Investigations

Whenever a Member is under investigation and subject to interview by the Department for any reason that could lead to punitive action, the investigation shall be conducted consistent with the provisions of RSMo. 590.502, except as otherwise provided for in this Article:

(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 Member. If the interview occurs during off-duty time of the Bargaining Unit Member, the Member shall be compensated for such off-duty time at the normal rate of pay.

(B) When conducting an interview or examination of any Member that may result in disciplinary action consisting of suspension, demotion, discharge or other loss of compensation against the Member being interviewed or examined, the Member is entitled to have Union Representation present during the interview or examination, and the representative of the City conducting the interview or examination shall advise the Member that the investigative interview or examination may result in disciplinary action and that the Member is entitled to Union Representation in accordance with Article 2, Section 2 of this Agreement. Should the representative of the City inadvertently fail to give notice, that omission may be grounds for a Grievance being filed in accordance with Article 9, Section 2 of this Agreement, but shall not automatically be grounds for the dismissal of the charges against the Member unless it is determined that the failure to provide notice was a deliberate attempt to deceive the Member by the representative of the City.

(C) Interview shall take place in the Ballwin Police Building or other location mutually agreed to by both the employee and the investigating officer.

(D) The Member under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interviewing officer(s), and all persons present during the interview. All questions directed to the Member under interview shall be asked by and through no more than two (2) interviewers 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, Bargaining Unit Members involved shall be permitted to make brief telephone calls of reasonable duration at shift change time provided the Member first completes any pending line of questioning.

(G) The Member 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 for the employee 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" conversations. 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.

Section 2. Criminal Investigations

If a Bargaining Unit Member is under arrest or the target of a felony criminal investigation, the investigation shall be handled by an outside agency, and the officer shall be advised of his rights pursuant to the Miranda procedure, if applicable. The Department shall comply with the *Garrity* decision.

Section 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 nor shall either party be permitted to admit the results of such a test before an arbitrator.

Section 4. False Complaints

The City or Bargaining Unit Members may prosecute individuals who make false criminal complaints against Bargaining Unit Members.

Section 5. Employee's Privacy

Neither the Department nor the Lodge shall release a Bargaining Unit Member's home address, telephone number, or photograph 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.

Section 6. Disposition of the Investigation

(A) The investigation shall be completed in a prompt and diligent manner and final Department action taken within the later of thirty (30) days from the filing of a complaint or of the date the Department became aware of the potential misconduct. The Chief of Police may, in his sole discretion, make an exception to the thirty-day limit but extensions should be granted only in those cases in which extenuating circumstances exist. The employee who is the subject of an

investigation shall receive notice of an extension unless the Department determines that such notice could jeopardize the investigation.

Section 7. Officer Involved Shooting Investigations

(A) While the parties acknowledge that any officer-involved shooting must be promptly and thoroughly investigated, no officer who has discharged their his/her 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) The initial interview 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 a reasonable opportunity to contact a Lodge representative, but such time shall not exceed forty-eight (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) Within one week of any incident where an officer is involved in a shooting situation or a deadly force situation, the City may require the officer(s) involved to

see a psychologist selected and provided by the Department. Any Member involved in a shooting situation or a deadly force situation may request to see a psychologist selected and provided by the Department, which request shall be honored by the City. The psychologist shall be skilled in dealing with these types of incidents.

Section 8. Specific Procedures

(A) A Member 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) A Member 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.

Section 9. Complaint Witnesses

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 Member under investigation, only the names and statements of the complainant and non-incarcerated witnesses may be reviewed by the Member under investigation prior to the beginning of the investigative interview.

Section 10. Conflicts of the Investigator

Persons conducting the investigation shall not be a person with significant personal interest, or possessing of a conflict of interest, in the matters under investigation.

Section 11. Outcome of Complaint

All complaints against a Member shall be concluded by one of the following ways and shall be provided to the Member and the Lodge in writing:

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.

Section 12. No Retaliation for Exercise of Rights

No Bargaining Unit Member 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 or General Order 30-01.

Article 9 - Grievance Procedure

The following procedure is established for the prompt resolution of grievances or disputes that may arise out of the interpretation or application of this Agreement and/or any disciplinary action issued to a Member not within the Qualifying Period. By mutual agreement, the parties may extend any time deadline established in this Article. Absent such agreement, however if the Department fails to issue a timely response to a grievance as provided for in this Article, the grievance shall be deemed denied by the City and the Lodge may immediately advance such grievance to the next step. Failure by the Member or the Lodge to timely file a grievance, or to timely appeal a grievance to the next level, shall be deemed a waiver of the right to further contest the grievance.

Parties shall make a determined effort to settle meritorious grievances at the voluntary steps of the grievance procedure and keep the procedure free from un-meritorious grievances.

Working Day refers to Monday thru Friday, 8:00 a.m. to 5:00 p.m. with the exception of any City-observed holidays.

At any time during this grievance process, both sides may mutually agree to extend the time frames. In the case of an extended absence of the Department or City official in a step or by mutual agreement, the grievance may be moved to the next higher level.

All grievances involving loss of pay including but not limited to a disciplinary suspension, demotion, or termination of employment shall be filed directly with the Chief (Step 3) within ten (10) working days of the date the Member was notified of the decision resulting in such loss of pay.

Prior to filing a formal grievance, an aggrieved Member may (and should) address any dispute or potential grievance orally or in writing with his/her immediate working supervisor. The parties desire to resolve as many disputes and grievances as possible at this step.

Step 1.

If the grievance is not satisfactorily settled on an informal basis with the employee's immediate supervisor, the aggrieved employee may file a formal grievance with the appropriate Lieutenant in the Member's chain of command, in writing, within 7 working days of the date the employee knew or should have known of the occurrence of the alleged violation. The Member shall provide a written statement of the grievance, containing a concise statement of the facts giving rise to the grievance, the applicable section of the Agreement, General or Special Order, Policy, or rule involved and the relief sought. Within five (5) working days after receipt of the written grievance, the Lieutenant, the Member, and the Shop Steward or Lodge Representative if desired, shall meet and try to resolve the matter. Within five (5) working days after such meeting, the Lieutenant shall give their answer in writing to the Member, and if involved, the Shop Steward or Lodge. Step 1 shall not apply to Lieutenants. Grievances initiated by Lieutenants shall proceed directly to Step 2.

Step 2.

If the matter is not satisfactorily resolved in Step 1, the Member may take the matter to the Captain in the affected Member's Chain of Command by submitting a copy of the grievance and the answer to the Captain within the earlier of five (5) working days after receipt of the answer in Step 1 or ten (10) working days from the filing of the grievance with the Lieutenant in Step 1. The Captain, the Member, and the Shop Steward or Lodge Representative if desired, shall meet and try to resolve the matter if either party requests such a meeting. The Captain shall provide to the Member his or her response to the grievance in writing, and if involved, the Shop Steward or Lodge. The parties may mutually agree to combine Step 1 and Step 2 to expedite the processing of any particular grievance.

Step 3.

If the matter is not satisfactorily resolved in Step 2, the Member may appeal the matter to the Chief by submitting a copy of the grievance (and the response to the grievance, if applicable) to the Chief within the earlier of five (5) working days from receipt of the Captain's response in Step 2 or ten (10) working days from the filing of the grievance with the Captain in Step 2. The Chief, the Member, and the Shop Steward or Lodge Representative if desired, shall meet and try to resolve the matter if either party requests such a meeting. The Chief shall provide to the Member his or her response to the grievance in writing, and if involved, the Shop Steward or Lodge.

Step 4.

If the Member or the Shop Steward or Lodge is not satisfied with the answer received in the preceding step, it may submit the grievance to the City Administrator, within the earlier of five (5) working days after receipt of the answer in Step 3 or ten (10) working days from the filing of the grievance with the Chief in Step 3. The City Administrator will give the Member and the Shop Steward or Lodge a written answer within twenty (20) days of receipt of the grievance. During this period, a meeting between the City Administrator, the Member, and the Shop Steward or Lodge shall be held if requested by the Shop Steward or Lodge, the Member, or the City Administrator.

Step 5.

If the Lodge is not satisfied with the answer received in Step 4 for grievances involving loss of pay, including a disciplinary suspension, demotion, or termination of employment, the matter shall be submitted to binding arbitration at the request of either the City or the Lodge. The Lodge must file a written request for arbitration with the City Administrator within ten (10) working days of receipt of the answer in Step 4. In the event of such arbitration, the arbitrator shall be instructed that each party shall bear its own costs, but that the arbitrator's fee shall be divided equally between both parties. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel submitted by the Federal Mediation and Conciliation Service, St. Louis Metropolitan area, with the party requesting arbitration striking the first name from the list.

The parties may mutually agree in writing to any other recognized form of dispute resolution, including the scheduling of meetings involving the same or different individuals or the use of third parties including mediation.

Nothing in this Article shall be interpreted to prohibit a Member from the filing of charges or complaints with governmental agencies having jurisdiction over such matters. Either the Union or the City may appeal the decision of the arbitrator to Circuit Court in accordance with the provisions of and subject to the standards of review provided by applicable law.

Article 10 - Legal Representation

Section 1. Civil Action

The City may provide, at its expense, legal counsel to Members in connection with any civil action brought against them arising out of the performance of their duties while acting within the scope and course of their employment with the City. If the City elects to provide such counsel, the City and its insurance carrier may withdraw from providing such counsel at any time.

Section 2. Grievances

Neither the City nor the Lodge shall be required to provide Bargaining Unit Members with an attorney when Members are charged with an alleged violation of the Agreement or for any grievances filed by Members against the City alleging a violation of this Agreement or any other terms and conditions of employment.

Article 11 - Leave

Section 1. General

Bargaining Unit Members shall be eligible to receive paid vacation leave based upon the length of a Member's continuous service, including initial Qualifying Period. Members continue to accrue vacation benefits while on any form of paid leave (e.g., sick leave, vacation, jury duty, bereavement, etc.), and while on paid or unpaid Family and Medical Leave.

Section 2. Schedule of Vacation Accrual

Members accrue annual paid vacation leave credit in accordance with the following schedule:

- Upon employment up to 5 years of continuous service a Member will earn 6.6666 hours of vacation per month
- 5 years up to 10 years of continuous service a Member will earn 10 hours of vacation per month
- 10 years of continuous service and beyond, a Member will earn 13.3333 hours of vacation per month

Members may accrue no more than 240 hours of vacation leave. Those who have more than 240 hours of vacation leave at their anniversary date will forfeit all hours over that amount, unless an exception is approved by the City Administrator for good cause shown.

Section 3. Vacation Scheduling

A. During the month of December, Members shall be entitled to request vacation periods for the following calendar year in accordance with their seniority with the Department. Members shall designate their first and subsequent choices, which shall be granted on a rotating basis in accordance with seniority. No Member can reserve more than one (1) week of vacation until all Members have had an opportunity to select a week of vacation. Any Members requesting vacation on or after January 1 shall be awarded on a first-come, first-served basis. Vacations will be scheduled utilizing the chain of command to notify the Chief or his/her designee of the vacation schedule desired. Vacation shall be scheduled so as not to unduly interfere with the operations of the Department and the City will not unreasonably deny vacation requests.

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

C. Vacation may be used as soon as it is accrued provided the Member has at least six (6) months of continuous service.

Section 4. Training Days

For Bargaining Unit Members working a twelve (12) hour shift, eight (8) hours of off-site training will serve as a full day of work.

Section 5. Compensatory Time

A. A Member may 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 1-hour increments. Under no circumstances shall a Member's comp time accrual exceed forty (40) hours with the exception of officers detached for special assignment. This Section shall not apply to Lieutenants because they are paid a salary, not paid hourly.

Section 6. Personal Time

A. After completion of six months of employment, all full-time employees shall be eligible for sixteen (16) hours of paid annual personal leave of absence (computed on a calendar year basis).

- 1 through 10 years of continuous service earn (16) hours of personal time
- 10 through 15 years of continuous service earn (40) hours of personal time
- 15 through 20 years of continuous service earn (48) hours of personal time
- 20 years and beyond of continuous service earn (56) hours of personal time

B. Personal time shall be scheduled in the same manner as vacation time, and may be used in minimum increments of one (1) hour.

Section 7. Holiday Time

A. The following days are designated as legal holidays by the Board of Aldermen.

- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day

B. Each Member required to work on one of the aforementioned holidays, shall be compensated an additional twelve (12), ten (10) or eight (8) hours of holiday pay, whichever is appropriate for their assigned shift. Any Patrol Officer or Sergeant assigned to the Detective Bureau, Community Policing Unit, or School Resource Positions may be allowed to take the holiday off in-lieu of the additional eight (8) hours holiday pay.

C. Bargaining Unit Members assigned to Patrol Squads, the Traffic Unit, or School Resource Officers on summer patrol squad detachment, who are not scheduled to work and who do not work a given holiday will be provided a Bonus Holiday off with regular pay to be scheduled on a mutually agreeable date during that same calendar year. Bonus Holidays earned during November or December may be taken on or before March 31 of the following calendar year.

D. If the City adds or exchanges any holidays for its other City employees, either on a continuing basis or for a special event, the added or exchanged holiday shall be deemed to be a holiday under this Agreement.

E. Any bonus holiday may be used on the date it is earned in lieu of using vacation, personal, sick, and/ or compensatory time.

Section 8. Bereavement Leave

The City will continue to follow its current policy and practice for bereavement leave while it evaluates changes in the policy and/or practice on a City-wide basis. The City will meet and confer with the Lodge prior to implementing any changes in the bereavement policy and/or practice.

Section 9. Sick Leave

A. After the completion of six months of employment, all full-time employees shall be awarded 48 hours of sick/medical leave with pay in case of illness and will accrue 8 hours per month thereafter. The maximum sick/medical pay which can be accumulated is 1,200 hours.

B. Employees may use sick/medical pay when unable to perform their duties due to illness or injury; exposure to a contagious disease which may endanger the health of other employees or members of the public; to care for an ill spouse or child in the same household; for additional bereavement leave when travel distance requires additional time and approval is granted by the Chief; during maternity/paternity leave at the time of childbirth; in conjunction with the adoption or placement for adoption or foster care of a child; and for medical, dental, well-baby and non-emergency medical/dental visits for children or optical examinations and treatment. Use of sick/medical pay for such examinations and treatment shall be limited to the actual hours necessary and are subject to prior approval by the Chief.

It should be understood that sick/medical pay is available only for the above-mentioned reasons and no others. Application for sick/medical pay for absences not qualified for sick/medical pay shall subject the employee to disciplinary action, up to and including termination of employment.

C. Sick/medical pay must be taken in no less than 1-hour increments. Employees are encouraged to schedule medical appointments at the start or the end of the work day to minimize time away from the work place. Sick/medical pay is not available during the last fourteen (14) days of employment.

D. Furthermore, a Member may be required to take an examination to determine his or her physical or mental capacity to perform the duties of his or her position. When management exercises its discretion in this manner, the City will schedule and pay for the physical and/or psychological examination. Based upon the results of those tests and/or examinations, the Member will be notified of the results and whether management can allow the Member to return to work.

Sick/medical pay is limited to three days per incident without medical certification. Because of extenuating circumstances, exceptions may be granted to this stipulation with the prior approval of the Chief and the City Administrator.

The City may require a doctor's certificate if there is a reason to suspect an employee is abusing this policy.

E. Bargaining Unit Members will notify the on-duty supervisor at least one (1) hour prior to the beginning of their work shift that they wish to use the sick leave, unless for good reason such notice cannot be given.

F. Members who have accumulated at least 800 hours of unused sick/medical pay may convert up to 160 hours of the excess to vacation pay. The basis for such conversion shall be 16 sick/medical pay hours for 8 vacation pay hours (2 for 1). The conversion option may be exercised only once in a calendar year. Conversion requests must be submitted on appropriate forms and the new vacation pay is subject to the terms and conditions of vacation pay as stated in the City's personnel manual.

Unused vacation hours converted from sick leave within twelve months of termination of employment will be forfeited upon termination.

Section 10. Workers Compensation/Injury Leave

All Members are entitled to injury leave in the event of a job related injury that renders the Member incapable of performing his/her normal duties. Injury leave will terminate when the Member's physician releases said Member for return to duty or on the date that the Member's physician places permanent work restrictions on the Member that render the Member incapable of performing one or more of the essential functions of the position.

Section 11. Military Leave

Members shall be entitled to Military Leave and to be compensated for certain wage losses subject to the provisions and limitations set forth in the City's Personnel Manual on the same basis and subject to the same terms as in effect for other City employees.

Section 12. Jury Leave and Court Appearance

As citizens of the United States and the State of Missouri, Members are subject to being subpoenaed to court for the purpose of serving as jurors.

In an effort to encourage City employees to meet their civic responsibilities, the City shall pay full time employees serving on jury duty full compensation for absences from scheduled work for the duration of that duty. Any pay received by the employee resulting from this service shall be submitted to the City Finance Officer.

Article 12 – Benefits

Section 1. Health and Welfare Benefits Coverage

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 employee cost during the term of this Agreement on the same terms as for other City employees.

The City will offer a voluntary dental and vision plan to Members on the same basis as other full-time employees of the City.

Section 2. Pension

The City agrees to provide Members with the same retirement benefit plans on the same basis as are provided to other City employees; provided, however, that Members may be entitled to different or unique benefit terms and provisions provided to first responders under the retirement plan. During the term of this Agreement, Members shall participate in the LAGERS plan at the L12 level, with a 4% contribution annually by the Members, as provided in Ordinance 19-06. A Member, of the Lodge's choosing, shall be included on any employee pension review committee established by the City and/or will be permitted to participate in all employee pension review meetings held by the City.

Section 3. Voluntary Deferred Compensation

Bargaining Unit Members are eligible for a benefit program that offers an opportunity to save money for retirement and reduce current tax liability. The voluntary pre-tax savings plan allows Member to set aside a share of their compensation before it is subject to federal or state income tax. The contributions are automatically deducted from a Member’s paycheck. The Member self-directs

the investment of his or her deferred compensation funds. Members can enroll in the Deferred Compensation Plan at any time allowed by the Plan.

Section 4. Certification and Tuition Assistance

Any full-time employee with more than two years of service is eligible to receive Certification and Tuition Assistance. The employee's Department Head must approve the course or certification selection in advance of the annual appropriations ordinance. Such Assistance shall be based upon the cost of a credit hour at University of Missouri St. Louis (currently \$400 per hour) plus an allowance of \$200 for books. A maximum of \$5,000 per employee per year may be paid by the City.

Tuition and registration fees must be paid by the employee. Upon receipt of a passing grade in the course, all eligible tuition, registration and book fees will be reimbursed, up to the maximum benefit amount. Employees who are testing for certifications must pay for their tests. Upon receipt of a passing grade, the City will reimburse the employee for the cost of the certification, up to the maximum benefit amount. Paid receipts are required for all reimbursements.

The employee must reimburse the City in full if he or she terminates employment less than one year from the date of the certification or tuition assistance. After the first year from the date of certification or tuition assistance, the reimbursement due shall reduce by 1/12 of the assistance received for each month of employment in the second year. If the employee terminates employment more than two years after the date of the certification or tuition assistance, no reimbursement is due.

Section 5. Vaccinations and Boosters

If requested by the Member, the City will provide vaccinations and booster doses for Hepatitis (A and B) and Influenza. The City and/or the Department will provide vaccinations and booster doses for any other communicable diseases and blood borne pathogens in compliance with Missouri Department of Health and OSHA regulations, as required.

The City will reimburse co-pays for inoculation or immunization shots for a Bargaining Unit Member's immediate family when such is deemed medically necessary as a result of the Bargaining Unit Member's exposure to contagious diseases while in the line of duty.

Section 6. Slain Officer/Dependent Coverage

The City agrees to make six (6) months of COBRA payments on behalf of any Member who dies as a direct result of a duty-related injury. In order to receive this COBRA payment, the Member must have family or dependent insurance coverage in place.

Article 13 – Training

The City and the Lodge agree that to have a professional police department, there are certain training requirements that must be met. The Department shall establish a training regimen to ensure a professional police department.

All specialized positions including, but not limited to, firearms instructors, traffic officers, crime scene officers, and defensive tactics instructors shall be sent to all the necessary training required for their positions.

Article 14 – Compensation

Section 1. Salary Ranges

Compensation and salary ranges of Sergeants and Lieutenants are set forth below. Current Sergeants and Lieutenants shall progress to the next step on April 1 of each year after the effective date of this Agreement.

Year	Base Sergeant Salary ___ Base Lieutenant Salary	
2023, 2024, 2025:		
Step 1	\$82,119.84	\$90,650.30
Step 2	\$84,583.44	\$93,369.81
Step 3	\$87,120.94	\$96,170.90
Step 4	\$89,734.57	\$99,056.03
Step 5	\$92,426.60	\$102,027.71
Step 6	\$95,199.40	\$105,088.54
Step 7	\$98,055.38	\$108,241.20
Step 8	\$100,997.05	\$111,488.43
Step 9	\$104,026.96	\$114,833.09
2026:		
Add Step 10	\$107,147.77	\$118,278.08

Sergeants and Lieutenants shall initially be placed on the pay scale in February, 2023 according to the following formula:

Sergeants-Time in Rank for placement

1-2 years, placed in Step 2

3-5 years, placed in Step 3

6-8 years, placed in Step 4

9-11 years, placed in Step 5

12-14 years, placed in Step 6

Lieutenants-Time in rank for placement

1-4 years, placed in Step 3

5-8 years, placed in Step 4

9-12 years, placed in Step 5

13-16 years, placed in Step 6

17 years and over in Step 7

In February of 2023, the new 2023 pay scale will be adopted. Sergeants and Lieutenants will then move to their next respective step on April 1, 2023.

In addition to the above salary steps, Sergeants and Lieutenants in the first three years of this Agreement at Step 9 shall receive a merit check each year, payable quarterly, equal to the amount of the raise that is adopted by the Board of Aldermen for all City employees. In the fourth year of the Agreement, merit checks shall be paid to Sergeants and Lieutenants at Step 10.

For calendar year 2023, 2024, 2025 and 2026, should the City's total revenue (exclusive of one-time grants and entitlements exceeding \$500,000.00) fall below 95% of the amount of total revenues received for the previous year, the City may suspend the step raises set forth while the parties renegotiate future compensation increases. The City and the Lodge agree to commence negotiations immediately upon suspension of the step raises. If the Consumer Price Index for the Midwest Region is above 5% for any year of this Agreement, the Board of Aldermen may consider and implement additional raises to offset inflation.

Section 2. New Hires

Newly hired Sergeants and/or Lieutenants will be placed on a salary step no higher than one step below the lowest paid person currently at that rank. Example: If the City's current lowest-paid Lieutenant is on Step 5, the newly hired Lieutenant will be placed in Step 4 or below.

Section 3. Promotions

If a candidate is promoted to either Sergeant or Lieutenant, they will be placed on the pay scale at the next highest step above their current Officer pay, plus one additional step.

Article 15 – Overtime Payment

Section 1. Hours

All Bargaining Unit Members who are assigned to twelve (12) hour shifts shall be compensated at the Member's option at one and one half (1.5) times their hourly rate of pay, or receive compensatory time at one and one half (1.5) times the hours worked, for all hours worked in excess of eighty (80) hours during a payroll period. With the exception of court time, Members on administrative leave shall not be eligible for overtime. Overtime shall be approved by a supervisor prior to hours worked, unless exigent circumstances exist. All hours for which a Member is entitled to be paid, including but not limited to paid vacation, holidays, personal days, sick days, bereavement leave, etc. shall count as hours worked for overtime purposes. This Section shall not apply to Lieutenants because they are paid a salary, not paid hourly.

Section 2. On-Call

The City may from time to time, designate certain Bargaining Unit Members for "on-call" duty, such that Members are subject to work at times designated outside their regular work hours. Should a Patrol Officer, Detective, Detective Sergeant respond and or report to work, the Member would receive compensation for two (2) hours or for actual hours worked, whichever is greater, at a rate of two (2.0) times their regular hourly rate of pay, or receive compensatory time, at the Members option, at a rate of two (2.0) times their hourly rate. This Section shall not apply to Lieutenants because they are paid a salary, not paid hourly.

Section 3. Call Back Overtime

All off-duty Members are eligible to be called back to work, but would not be required to respond or report to work unless they are designated as "on-call" (e.g., detective bureau). Patrol Officers, Detectives, Detective Sergeants who are called back for unscheduled duty with less than twenty-four (24) hours' notice will receive pay for two (2) hours or for actual hours worked, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate of pay, or receive compensatory time, at the Members option, at a rate of one and one half (1.5) times

their hourly rate. Members shall remain at work for a minimum of two (2) hours and perform work as assigned. Hours worked which coincide with a Member's regularly scheduled tour of duty shall not apply to this provision. This Section shall not apply to Lieutenants because they are paid a salary, not paid hourly.

Section 4. Court Time

Members who are required to appear in court, on behalf of the City or in relation to their employment with the City, on their time off, shall receive one and one half (1.5) times their hourly rate of pay for a minimum of two (2) hours or for the number of hours the Member is actually required to be in court, whichever is greater.

Article 16 – No Strike/No Lockout Section

Section 1. No Strike Commitment

Neither the Lodge nor any of its officers or agents may call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slow down, unauthorized absence, picketing of the Department or City or the concerted interference with the full, faithful and proper performance of the duties of employment with the City. Neither the Lodge nor any officer of the Lodge shall refuse to cross any picket line, by whoever established. This section does not apply to informational picketing, hand-billing and other forms of protected speech designated to communicate with the public about issues of concern to the Lodge. Such picketing or hand-billing as set forth herein shall be subject to the following conditions: 1) no picketing or hand-billing on Department property; 2) no person shall represent him/herself as speaking as a member of or on behalf of the Department; 3) persons engaging in such activities shall be off-duty; and 4) persons engaging in such activities shall not be in police uniform of any sort.

Section 2. Performance of Duty

It is recognized that Members may be required, in the line of duty, to perform duties growing out of, or connected with, labor disputes, which may arise within the corporate limits of the City. The Lodge agrees that no disciplinary action or other action will be taken by the Lodge against any Member by reason of any such action or conduct in the line of duty.

Section 3. Resumption of Operations

In the event of actions prohibited in Section 1 of this Article, the Lodge shall immediately disavow such action and request that Members return to work, cease work slowdowns or cease all other actions prohibited in Section 1 and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge,

including its officers, officials, agents and employees, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section provided the Lodge did not initiate, encourage or instigate the prohibited activity.

Section 4. Discipline of Strikers

Any Member who violates the provisions of Section 1 of this Article shall be subject to immediate termination. Any action taken by the Department or the City against any officer who participates in action prohibited by Section 1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure provided by the Department or the City, except as to whether the Member, in fact, participated in a prohibited action.

Section 5. No Lockout

Neither the Department nor the City shall lock out any Member during the term of this Agreement as a result of a labor dispute with the Lodge.

Article 17 – Miscellaneous Provisions Section

Section 1. Off-Duty Responsibility

The City and the Lodge recognize that all commissioned personnel acting within the State of Missouri are presumed to be subject to duty twenty-four (24) hours per day. Any law enforcement action taken pursuant to Section 70.820, RSMo. while within the state of Missouri by a commissioned officer on his/her time off, which would have been taken by an officer on duty, if present or available, shall be considered police action, and Bargaining Unit Members shall have all the rights and benefits concerning such action as if they were on active duty.

Section 2. General Orders

The Department will make accessible to each Member a notebook in print or electronic media that contains the City Policies, Procedures, General or Special Orders of the Department, and this Agreement. The parties acknowledge that references to General Orders in this Agreement are to General Orders currently in effect. In the event that a General Order referenced in this Agreement is amended or replaced, the reference shall automatically include the new General Order unless otherwise provided herein.

Section 3. Lay-offs

The City shall maintain the staffing standards for the Bargaining Unit currently in place unless exigent financial circumstances exist. In the case of exigent financial circumstances requiring a layoff or reduction in force, Members shall be laid off by order of reverse seniority within the Department (newest Members laid off first).

Members laid off shall be placed on a recall list good for one (1) year and shall be recalled from that list in the reverse layoff order.

Section 4. Secondary Employment

Members shall be allowed to work secondary employment within or outside the jurisdictional authority of the City of Ballwin either in uniform or out of uniform (in other attire approved by the City and secondary employer) at the discretion of the Chief and in accordance with the provisions of General Order 15-07 as in effect on the commencement of this Agreement. Secondary employment requests shall not be denied based solely on the sale of alcohol at the secondary employer's establishment, but all factors included in Section IV.B of General Order 15-07 may be considered.

Article 18 – Entire Agreement

This Agreement will be considered as an addendum to the City's Policy Manual and the Department General Orders. If a conflict exists between this Agreement and the Policy Manual or General Orders, this Agreement will prevail. However, if there is no conflict, the Policy Manual or the General Orders will prevail. References to General Orders by specific number (e.g. 15-07) shall be deemed to include updated and/or renumbered General Orders as though specifically referenced. Any City personnel policies or procedures not specifically addressed in this Agreement will continue to apply to Members as per the terms and provisions of such policies and procedures unless and until modified or terminated by the City. The parties further acknowledge that during the meetings that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement. Waiver or any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

Article 19 – Saving Clause

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

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

Article 20 – Duration

This Agreement shall become effective upon its execution by the City and the Lodge and shall terminate at the close of business on January 31, 2027. Either party desiring to negotiate any modifications to this Agreement shall give notice of its intention to reopen the agreement for negotiation at least ninety (90) days prior to the expiration date. Notice by either party shall be construed as notice on behalf of both parties. Failure to do so shall result in this Agreement being automatically renewed for a period of one (1) year. In the event notice of reopening is served, this Agreement shall continue in full force and effect until the parties enter into a new Agreement or exhaust their duty to engage in good faith negotiations over the terms of a new agreement. If negotiations for a successor Agreement conclude without the parties agreeing upon a successor Agreement, this Agreement shall terminate.

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

<u>LODGE</u>	<u>CITY</u>
Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15	City of Ballwin, Missouri
By: _____ Print: _____ Title: _____	By: _____ Print: _____ Title: _____