

**FIRST AMENDMENT TO  
COLLECTIVE BARGAINING AGREEMENT**

This FIRST AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT ("Amendment") made and entered into as of this \_\_ day of August, 2022, by and between the City of Ballwin, Missouri ("City") and Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 ("Lodge").

**WITNESSETH**

WHEREAS, City and Lodge executed that certain Collective Bargaining Agreement in 2019 which terminates on the close of business August 1, 2022 (the "Original Agreement"); and

WHEREAS, City and Lodge have agreed to amend the Original Agreement to extend the termination date and certain provisions of the Original Agreement as otherwise set forth herein.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, City and Lodge hereby stipulate, covenant, and agree that the Original Agreement is hereby amended as follows:

1. Amendments. Article 12, Sections 2 and 4, Article 14, Article 17, Section 2 and Article 20 of the Original Agreement are amended as follows:

**Article 12 – Benefits**

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**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.

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#### **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.

### **Article 14 – Compensation**

#### **Section 1. Salary Ranges**

Compensation and salary ranges of the Bargaining Unit Members are set forth below. Current Members shall progress to the next step on April 1 of each year following completion of the appropriate anniversary date. New hires commencing employment between April 1 and September 30 shall progress to the next step on April 1 of the next calendar year. New hires commencing employment between October 1 and March 31 shall progress to the next step on the second April 1 after date of hire. All current Members employed on the effective date of this Amended Agreement shall receive a raise equal to 3% of base salary in September, 2022.

Each step is equal to one year of employment. Members will progress one step on each April 1 until reaching the top rate.

<b>Year</b>	<b>Base Salary</b>
2023, 2024, 2025:	
Step 1	\$63,507.78
Step 2	\$65,413.01
Step 3	\$67,375.40
Step 4	\$69,396.67
Step 5	\$71,478.57
Step 6	\$73,622.92
Step 7	\$75,831.61
Step 8	\$78,106.56
Step 9	\$80,449.76
2026:	
Add Step 10	\$82,863.25

In September of 2022 the new 2023 pay scale will be adopted and Members will stay on their current step. Members will then move to their next respective step on April 1, 2023. For Example: A Member on Step 2 as of 7/1/22 will have their salary moved to the proposed 2023 Step 2 on 9/1/22 and will then move to Step 3 of the proposed 2023 scale on 4/1/23. That Member will then move to Step 4 on 4/1/24 and Step 5 on 4/1/25 and Step 6 on 4/1/26 (This year will also include a Step 10).

In addition to the above salary steps, Members 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.

For calendar year 2022, 2023, 2024 and 2025, should the City's total revenue 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 Members with experience from other law enforcement agencies shall be paid at a rate of (3) years of experience equaling one (1) step year upon hire. No new hire shall start higher than Step 3. Years of experience shall be rounded up or down by one and one-half (1 ½) years. For example, (1) if a Member is hired with four (4) years of experience, they will be paid at Step 2 upon hire; (2) if a Member is hired with eight (8) years of experience, they will be paid at Step 3.

## **Article 17 – Miscellaneous Provisions Section**

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## **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.

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## **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 August 1, 2026. 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.

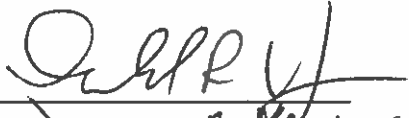
2. Ratification. As expressly modified by this Amendment, the Original Agreement shall remain in full force and effect, and is expressly ratified and confirmed by the City and the Lodge.

3. Miscellaneous.

- a. This Amendment contains the entire understanding and undertaking by the City and the Lodge and there are no terms, express or implied, relating to the subject matter of this Amendment, except as contained herein.
- b. If any term, provision, covenant or agreement contained in this Amendment or the application thereof to any person, entity, or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.
- c. This Amendment may be executed in separate counterparts, each of which when so executed and delivered will be deemed to be an original and all of which taken together will constitute one and the same instrument. The signatures of the City and Lodge may be in the form of an image in its manually executed signature transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif”, or “jpg”) or an electronic signature executed through DocuSign.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS HEREOF, the City and the Lodge have executed and delivered this Amendment effective on the date first set forth above.

<u>LODGE</u>	<u>CITY</u>
Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15  By:  Print: <u>DONALD R. RANS JR</u> Title: <u>PRESIDENT</u>	City of Ballwin, Missouri  By: _____ Print: _____ Title: _____