

A RESOLUTION APPROVING AN AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, WEST CENTRAL MISSOURI REGIONAL LODGE 50, FOR EMPLOYEES WITH THE RANK OF POLICE OFFICER

WHEREAS, the State of Missouri provides the right of collective bargaining for groups of employees such as those holding the rank of police officer for the City of Blue Springs; and

WHEREAS, sufficient designation of representative cards were received by the City of Blue Springs to establish that a majority of the police officers employed by the City wished to select the West Central Missouri Regional Lodge 50 as their exclusive bargaining representative; and

WHEREAS, representatives from the Lodge and the City have met, bargained in good faith and discussed conditions and terms of employment and mutually agreeable language for a labor agreement for the bargaining unit consisting of employees holding the rank of police officer; and

WHEREAS, the City has been informed that the members of the bargaining unit have voted in the affirmative to approve the tentative labor agreement which is attached hereto as Exhibit "A" and the Lodge now requests that the City Council consider approving same; and

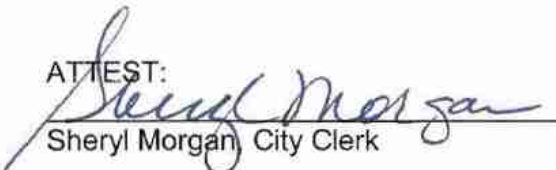
WHEREAS, the City Council has reviewed this agreement with members of management and its legal counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

1. The City hereby recognizes the Fraternal Order of Police, West Central Missouri Regional Lodge 50, as the exclusive bargaining representative of the sworn police officers of the City of Blue Springs below the rank of sergeant.
2. The City Administrator has the authority and is hereby authorized to enter into a three year labor agreement with the Fraternal Order of Police, West Central Missouri Regional Lodge 50, covering the terms and conditions of employment contained therein, and no other terms and conditions. A copy of the proposed agreement is attached hereto as Exhibit "A" and is incorporated herein.
3. City Staff is directed to perform all tasks necessary to implement said Contract.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 21st day of December, 2015.

ATTEST:


Sheryl Morgan, City Clerk

CITY OF BLUE SPRINGS


Carson Ross, Mayor

CITY OF Blue Springs, MISSOURI

AND

**FRATERNAL ORDER OF POLICE
WEST CENTRAL MISSOURI REGIONAL**

LODGE # 50



2015 -2018

LABOR AGREEMENT

POLICE OFFICERS BARGAINING UNIT

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Blue Springs, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with the City's Human Resources Manual, with any General Orders of the City's Police Department (hereinafter, the "Department,"), or with any other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize that the City's Human Resources Manual, and the Department's General Orders and other written directives will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent these written materials do not conflict with the provisions of this Agreement, they shall be enforceable.

Article II. Recognition

Section 2.01 Bargaining Unit

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn Police Officers below the rank of Sergeant.

Section 2.02 Added Classification

In the event any new full-time sworn job classification is added to the Department with a rank below that of Sergeant, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

Article III. Management Rights

Section 3.01 Management Rights

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, including but not limited to the right to:

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, demote, discipline, and discharge employees for just cause;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;
- (h) Assign work to bargaining unit and/or civilian support personnel;
- (i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and
- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Representatives

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed ten (10) police officers, who shall serve as official Lodge representatives for that calendar year. One representative shall be selected from each shift on each rotation, and two representatives shall be selected from Staff Services.

Section 4.02 Orientation

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their orientation process, be given a presentation from the Lodge. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to make its presentation.

Section 4.03 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the central break room of the Public Safety Building. The bulletin board will be for the exclusive use of the Lodge. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge.

Section 4.04 Use of Internal Mail

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management. The Lodge and its members

acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.05 Dues Deduction

The City will continue to follow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to Union or Union-affiliated accounts.

Section 4.06 Union Business

The City will pay Union representatives for time spent in labor management meetings, grievance meetings, and representing employees during investigatory interviews. All other Union business shall be performed on non-working time.

Section 4.07 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative of their same rank on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall, upon request, provide to the Lodge information and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City may require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

In the event the City estimates that responding to a single information request will require the production of more than 300 pages of information that is not available in electronic format, and/or will require more than two hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and

copies shall be estimated and charged at 10 cents per page. In no event shall the Lodge be charged if the actual cost of research, duplication, and copies is less than \$100.00.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Past Practices

Section 5.01 Establishment of Past Practices

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

Article VI. Job Descriptions

Section 6.01 Job Descriptions

The Department shall maintain job descriptions for all positions within the bargaining units.

Article VII. Specialized Duty Assignments

Section 7.01 Full – Time Specialized Assignments

Full-Time specialized duty assignments shall include, but not be limited to K-9 Officer, School Resources Officer, Detectives, Traffic Officer, Street Crimes Detective, Crime Prevention Officer, Professional Standards Detective and Jackson County Drug Task Force Officers.

Section 7.02 Part – Time Specialized Assignments

Part-time assignments shall include but not be limited to Bicycle Officer, STAT Team Officer, Crisis Intervention Team, Crisis Negotiators, Drug Recognition Experts, Field Training Officers, Honor Guard, Voice Stress Examiners, Leadership Challenge Instructors, and Training Instructors.

Section 7.03 Vacancy Posting

When there is a vacancy in any full-time or part-time specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail. The posting shall:

- a) Identify the vacant or new position by name and the rank of the position;
- b) Identify the date on which the applications for the position must be received and to whom the applications should be delivered; and
- c) Provide the entry qualifications for the position.

Section 7.04 Bid for Full-Time Special Assignment Vacancy

Bargaining unit employees with two (2) years of service or more, shall submit their bid for vacant full-time positions to the Chief or his or her designee within the time prescribed in the bid posting. Once the deadline has passed, if no one with two (2) years of service or more applies for said vacancy, the vacant position will be reposted and open for those with less than two (2) years of service. Once the deadline has passed, the Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications.

All vacant positions shall be subject to an oral board panel consisting of one (1) member of the bargaining unit, selected by the Lodge with approval of the Chief, who holds or has previously held the assignment being filled, and two or more individuals selected by management. The Chief may additionally elect to administer an appropriate test or tests for certain assignments. Each bidder shall receive a copy of their testing scores and/or oral board ratings. The Lodge shall receive the complete list of candidate scores upon conclusion of the vacancy bidding process. Employees shall be paid for all time in interviews and tests.

Section 7.05 Input and Selection for Full-Time Assignments

The Police Chief, or his or her designee, shall select the most qualified bidder to fill each assignment. Where overall qualifications are substantially equal, seniority shall be used as the tiebreaker to determine which bidder will be selected. When a candidate is passed over for position as provided herein, the Chief or his or her designee, upon request of the individual candidate, shall meet with the passed over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future special assignment opportunities.

Section 7.06 Selection for Part-Time Assignments

When vacancies in part-time specialized duty assignments are to be filled, the Chief may elect to use an oral board, administer tests, or make selections based on the work record and aptitudes of the personnel who have submitted bids. The Police Chief, or his or her designee, shall select the most qualified bidder to fill each assignment.

Section 7.07 Multiple Positions

Personnel who hold part-time specialized assignments may bid for and hold multiple part-time specialized duty assignments, so long as no conflict exists among the positions held.

Section 7.08 Exempt Positions

Undercover or covert positions shall be exempt from the bidding and selection requirements of this Section.

Article VIII. Hours of Work

Section 8.01 Hours

The normal shift duration is eight (8) or ten (10) hours, depending upon the assignment.

Section 8.02 Shift Bidding Procedure

Members assigned to Patrol, Traffic, and/or K-9 Squad will complete a bidding process each March, wherein:

- (a) The bidding process will begin in January of each year, with employees submitting their first, second, and third choices for duty assignments within their respective

units to their direct supervisor on or before March 5. Employees shall submit two sets of bids, with the first covering April through September, and the next covering October through March.

- (b) Direct supervisors will forward the requests with recommendations to the Operations and Administration Division Commanders or their designees for review.
- (c) The Division Commanders or their designees will announce the shift assignments, in writing, no later than March 15.
- (d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Police Chief or his or her designee.
- (e) New shift assignments will become effective beginning on the first pay period after April 1 and October 1 each year.
- (f) Preferences will be granted by seniority, except that any employee who did not get any of his or her first listed choices during the first shift bid shall have preference over all other bidders for the second bid. Among those having preference in the second bid, positions shall be awarded in order of seniority.
- (g) The Chief or his or her designee shall have the right to assign any employee who enters service or moves into a new assignment to a shift until the next bidding process commences.

Section 8.03 Part-Time Specialized Assignments

Employees in part-time specialized assignments may bid for work hours; however, the Department may depart from the requirements of Section 8.02 if necessary to adequately spread specialized employees throughout the shifts.

Section 8.04 Shift Transfers and Reassignments

Employees may submit written requests to be transferred to any open position on a different shift, unit, section or squad (excepting specialized assignments) through their chain of command. Employees may also submit written requests to trade shifts, units, sections, or squads with another employee, so long as both employees are in agreement to the trade. Transfers and trades shall be subject to the approval of the Chief or his or her designee.

The Chief shall have the authority to reassign any employee or employees to another shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved. When a reassignment may cause bumping of an employee, the Department shall initially seek volunteers and shall honor seniority as much as reasonably practical.

Section 8.05 Meal Breaks

The Department shall make a reasonable attempt to allow officers to receive a thirty (30) minute paid meal break. All employees shall receive two fifteen (15) minute rest breaks per shift worked, where reasonably feasible. All breaks may be interrupted or cancelled due to work demands or operational needs of the Department.

Section 8.06 Duty Trade

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from the Chief, or his or her designee. Trades must occur within the same pay period. All such trades shall be purely voluntary between the employees involved, and both employees shall be paid for the hours they actually work.

Article IX. Promotions

Section 9.01 Sergeant Promotions

When the Chief determines there is a need to fill one or more Sergeant positions, he or she shall distribute a notice of the opening(s) via email at least thirty (30) days before the position is to be filled. The email shall specify the number of positions to be filled, and the commencement date for the promotional process. Officers must have a minimum of 3 years of service with the Department as of the date of the written examination to be eligible to test for sergeant.

- (a) The promotional process shall begin with a written examination, to be purchased from an outside entity. Candidates completing the written examination will advance to the Oral Board interview.
- (b) The Oral Board shall consist of one sergeant, two outside law enforcement professionals at or above the rank of sergeant, and two members of the community. All members of the Board shall be selected by the Chief or his or her designee. The Oral Board will interview and score all candidates. The Chief or his

or her designee will develop a core set of questions to ask each candidate, with input from the Board members. The Board may additionally ask appropriate follow up and individual background questions of each employee. A representative of the Human Resources Department will attend meetings of the Board and will facilitate the interviews.

- (c) At the Chief's discretion, the testing process may also include skills tests or other practical examination components, in addition to the written examination.
- (d) The Oral Board will provide its interview scores to the Human Resources Department. The Human Resources Department will then prepare a list of the top candidates, in scoring order, based upon the overall combined scores received on the written and oral portions of the promotional process, as well as the candidates' average performance evaluation scores over the prior three (3) years and any practical or skills-based tests the Chief chooses to include in the process. The Human Resources Department will provide the final ranked list to the Chief. For each opening, the Chief shall select the candidate to be promoted from among the top five candidates on the list at that time. Where more than one position is to be filled, the sixth candidate on the list shall move into the fifth position after the first successful candidate is selected, and so on. In determining which candidate(s) to promote, the Chief shall consider each applicant's position on the list, leadership traits, teamwork, professionalism, work ethic, history of meeting organizational goals, overall job performance, and creativity.

At the conclusion of the promotional process, each candidate shall receive their individual scores, including their cumulative score in the process as a whole, and their overall scores in each area of assessment, such as oral boards, written examination, and any other area assessed during the promotional process. The Lodge and the Chief shall also receive the list of all candidates' scores.

- (e) Each list created during a promotional process shall remain active for one (1) year following the promotion date of the initial successful candidate, or until the list is exhausted, whichever occurs first. The Chief shall have the option of extending use of the list for an additional one (1) year, if it has not been exhausted after the first year.
- (f) Rules regarding promotional eligibility and additional details of the promotional process are set out in Departmental policy, as it may be revised from time to time, consistent with this Agreement.

- (g) When a candidate is passed over for promotion as provided herein, the Chief, upon request of the individual candidate, shall meet with the passed-over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future promotional opportunities.
- (h) Employees shall be paid for time spent in testing or in interviews during the promotional process.

Article X. Transitional Duty Assignments

Section 10.01 Duty Related Injury

When an employee is injured in the line of duty, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified.

Section 10.02 Non-Duty Related Medical Condition

When an employee is unable to perform his or her regular work assignment due to a non-work related injury or non-communicable illness, the City may offer a transitional duty assignment, to the extent productive work is available. Employees with on-the-job injuries shall have preference over employees with non-work-related injuries for any such assignments.

Section 10.03 Acceptance of Transitional Duty

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

Article XI. Wages

Section 11.01 Pay Range and Wage Increases

The pay range for all personnel covered under this Agreement during the 2016 fiscal year shall be as follows:

Min	Mid	Max
\$38,684	\$50,965	\$63,247

All personnel covered under this Agreement who are commissioned and who have completed their working test periods prior to March 26, 2016 shall receive a 2½% pay increase on that date.

Section 11.02 Compression Adjustments

On March 26, 2016, prior to award and calculation of the pay increase set out above, covered personnel shall receive wage compression adjustments in the amounts indicated in Appendix A, attached hereto.

Section 11.03 Lateral Hires

Lateral hires with prior relevant law enforcement experience may receive an upward adjustment to their starting pay, but no new hire shall receive a starting wage greater than the 25th percentile (halfway to midpoint) on the then-current pay range for police officers under this Agreement.

Section 11.04 Bi-Lingual Incentive Pay

Employees who are fluent in conversational Spanish, as demonstrated in a test to be designated by the Department, shall receive an incentive of 25 cents per hour added to their base pay rate.

Section 11.05 Wage Reopener

Beginning in July of 2016, and each July thereafter while this Agreement is in effect, the Local will have the right to reopen the Agreement with respect to wages only. Within thirty days after receiving notice that the Local is re-opening the wage provisions of this Agreement, the City will meet to commence negotiations to establish the amount of any increases to take place in the following year.

Article XII. Overtime

Section 12.01 Two-Week Work Period / Overtime After 80 Hours Actually Worked

All personnel covered under this Agreement shall be scheduled on a two (2) week work period. Employees shall receive overtime pay at the rate of time-and-one-half for all hours actually worked over eighty (80) hours in the work period.

Section 12.02 Call-Out Overtime

All personnel who are called out for work outside their regular schedule (except for detectives in the call-out rotation, who are addressed below) shall be paid either two hours for each call-out or actual time worked, whichever is greater. Detectives in the

call-out rotation shall not be eligible for the two-hour minimum pay, but shall be paid at the overtime rate for all call-out hours actually worked. Any call to duty with less than twenty-four hours' notice shall be considered a call-out.

Section 12.05 Overtime Calculation

Premium pay will be included in determining each employee's regular hourly rate for overtime calculation purposes, consistent with the Fair Labor Standards Act.

Section 12.06 No Duplicative Payment

There shall be no duplicative payment or pyramiding of overtime for the same hours worked. "Overtime" as used herein does not include other types of premium pay such as holiday pay.

Section 12.07 Overtime Assignment

Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

Section 12.08 Duty-Related Phone Calls

Employees who receive a phone call from any Department supervisor (Sergeant, Lieutenant, Captain, Major, or Chief), or their designee, while off-duty, which call lasts longer than seven minutes, and which concerns a job-related issue, shall be compensated at the overtime rate for the actual time spent on the call. Employees may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

Article XIII. Health and Welfare

Section 13.01 Insurance Provided

The City shall provide health, vision, and dental insurance plans for those employees who elect to participate on the same terms as those benefits are provided to non-represented employees of the City.

The City shall have the right to change plans and/or carriers, to increase or decrease premiums, co-pays, and benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Lodge, and at least sixty (60) days' notice if practicable. Before any change is implemented, the City shall meet with the Lodge to discuss changes, upon request.

Section 13.02 Life Insurance

The City will maintain life insurance coverage in the amount of one and one-half (1 1/2) times the employee's annual base salary, up to a maximum of \$100,000 per employee. The City will pay 100% of the premium for this benefit.

Section 13.03 Vaccinations

The City will continue to make Influenza and Hepatitis A and B vaccinations available, at no charge to employees.

Section 13.04 Retiree Healthcare

The City shall continue to make health insurance available to retirees, at the retirees' expense, as per the criteria of Midwest Public Risk or the then-current insurance broker and/or plan the City is using. The premium rates will be as determined by the broker for retiree coverage. It is not the intent of the parties for the City or current employees to subsidize the cost of retiree coverage.

Article XIV. Retirement Benefits

Section 14.01 LAGERS

The City will continue the current LAGERS L7 retirement program.

Section 14.02 Deferred Compensation Plans

The City will maintain enrollment in the 457 Deferred Compensation Plan. The City shall make matching contributions as determined by the City Council in its annual budget, to be deposited in a 401(a) Plan, at the same rate as it makes those contributions for managerial employees of the Department.

The City will also maintain a Section 125 flexible benefits spending plan, and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

Article XV. Holidays

Section 15.01 Recognized Holidays

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day,

Thanksgiving Day, Day after Thanksgiving, and Christmas Day, and any other holiday designated by the City. Veteran's Day shall be added as a paid holiday beginning in 2016.

Section 15.02 Holiday Off-Duty

Employees whose regular day off falls on a holiday or who receive the holiday off-duty shall receive eight hours of straight time pay for the holiday.

Section 15.03 Holiday Worked

Employees who work a regularly scheduled shift on a holiday shall be paid straight time for their hours worked (unless the employee otherwise qualifies for overtime pay), plus eight hours of holiday pay.

ARTICLE XVI PAID TIME OFF/EXTENDED ILLNESS BANK

16.01 Paid Time Off (PTO) Accumulation

PTO accumulation begins with the first paycheck. Eligible full-time employees will accumulate PTO hours each pay period at the following rates:

<u>Years of Service</u>	<u>PTO Accumulation Per Pay Period</u>	<u>Maximum PTO per 12-month period</u>
0 thru 4 years	5.2308 hours	136 hours
Year 5 - 14 years	6.7692 hours	176 hours
Year 15 and after	8.3077 hours	216 hours

16.02 Maximum PTO Balance

PTO hours may accumulate to the following maximums:

<u>Years of Service</u>	<u>Maximum PTO Hours</u>
0 – 4 years	272 hours
Year 5 – 14 years	352 hours
Year 15 and after	432 hours

Employees may not accumulate PTO hours in excess of the maximums above. If unusual staffing conditions cause an employee to be unable to take accumulated PTO hours and the employee will lose the PTO hours, an extension of those hours may be granted with the approval of the department director and human resources. Those hours must be used as quickly as possible. An employee may not be granted extension in consecutive years.

16.03 PTO Scheduling

- (a) Employees must schedule PTO in advance according to department procedure for vacations, appointments or other personal needs. Such requests are subject to department approval based on staffing needs and department procedures. Employees must utilize PTO hours for the first two consecutive shifts of an unscheduled absence (i.e. Called in sick). Employees must follow department call in procedures for unscheduled absences. Unscheduled absences will be monitored and supervisors may request a statement from a health care provider.
- (b) If a major holiday occurs during an employee's PTO time off, that day should be coded as major holiday on the employee's eTimecard or eTimesheet rather than PTO.
- (c) Extended Illness time (EIB) will not be paid for illness or other incapacity during an employee's scheduled PTO.
- (d) The maximum number of PTO hours taken per shift cannot exceed the number of hours in the employee's regularly scheduled workday. The maximum number of PTO hours taken per pay period cannot exceed the number of hours the employee is regularly scheduled to work per pay period.

16.04 PTO Pay

PTO is paid at the employee's base hourly rate in effect on the day the PTO is taken. Pay in lieu of taking time off for PTO will not be allowed. PTO hours are not counted as time worked towards overtime calculations.

16.05 FMLA Leave of Absence, Military Leave of Absence and Other Leaves of Absence

An employee's PTO balance must be used during an approved FMLA leave or other approved leave of absence if the time off would otherwise be un-paid. PTO will not accumulate during the unpaid portion of an approved FMLA leave or other approved, unpaid, non-military leave of absence. Employees called to active military duty, beyond the weekend/2-week obligation, will accumulate PTO time during their active military duty as per USERRA.

16.06 Resignation/Termination

PTO Balances cannot be utilized to extend the date of resignation/termination for retirement, insurance continuation or other purposes.

16.07 Extended Illness Bank Accumulation

Extended illness accumulation begins with the first paycheck. Eligible full-time employees will accumulate extended illness hours at the rate of 1.8462 hours per pay period (approximately 4 hours per month). Extended illness will accumulate during periods of short-term disability, military leave, jury duty and paid time off leave. Extended illness cannot be "borrowed" from future accumulations.

16.08 Extended Illness Bank Maximum Balance

There is no maximum balance for extended illness accumulations. Employees are encouraged to maintain extended illness balance for unforeseen catastrophic medical conditions that may require extended absences from work.

16.09 Use of Extended Illness Bank (EIB)

Extended illness hours should be used only in the event of an employee's absence from duty due to:

- (a) The employee's own illness or non-work related injury that extends beyond two consecutive work shifts such as a cold or sinus infection lasting more than two consecutive work shifts. The first two work shifts would be paid from Paid Time Off (PTO) and any additional missed work shifts would be paid from EIB.
- (b) The illness of a family member as defined above that extends beyond two consecutive work shifts. The first two work shifts would be paid from Paid Time Off (PTO) and any additional missed work shifts would be paid from EIB.

(c) The birth of a child or to care for such child.

(d) The placement of a child for adoption or foster care and to care for such child.
FMLA papers should be on file and approved by Human Resources.

An employee may not utilize extended illness hours for time ill during scheduled PTO time.

16.10 Notice of Absence

Employees are required to provide appropriate notice of absence according to department policy and procedure. Failure to do so may result in disciplinary action. Employees may request leave under the Family & Medical Leave Act if they believe they are eligible for FMLA leave.

16.11 Extended Illness Bank upon Resignation/Retirement/Termination

Employees who are terminated for any reason or who resign in lieu of termination will not receive pay for any extended illness balances on their final paycheck. To be eligible for payment of some extended illness hours, employees:

- i. Must provide appropriate 2-week written notice of resignation;
- ii. Must work the notice period. Any unscheduled absence during the notice period must be documented by a health care provider;
- iii. Must be employed for at least 5 years; and,
- iv. Must have at least a 100 hour extended illness bank balance.

If the above criteria are met, the resigning employee shall receive pay for 15% of the first 500 hours of extended illness balance and then pay for 20% of the balance from 501 to 1000 hours of extended illness balance. There is no pay for extended illness balances exceeding 1000 hours. The rate of pay will be at the employee's base hourly rate.

Payment will be on the final paycheck and is not included in LAGERS retirement contributions as per LAGERS criteria. Payment is subject to all applicable payroll taxes.

Article XVII. Other Leave

Section 17.01 Eligible Leave Time

All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, and any other form of leave (either paid or unpaid), as provided for under City and Departmental policies.

Section 17.02 Activity While On Leave

Employees on leave shall not engage in activities that are inconsistent with the reason for the leave. Employees shall have the right to engage in any activity that is not inconsistent with the reasons for the leave, including performing work for other employers under appropriate circumstances.

Article XVIII. Seniority

Section 18.01 Seniority Definition

For purposes of determining employee benefits, "seniority" shall mean the earliest date from which the employee has been continuously employed by the City. For all other purposes, seniority for police officers shall be determined based upon cumulative time spent as a police officer, including time spent in the classification of detective. If a sergeant is demoted, all time spent as a sergeant shall count as cumulative time as a police officer when determining the officer's seniority.

Section 18.02 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position.

Section 18.03 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary quit or retirement;
- (b) Discharge for just cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;

- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call/no-show for two (2) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,
- (f) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 18.04 Rehire

Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Rehired employees will be required to serve the appropriate working test period.

Reinstated employees who separated from Departmental service in good standing and return to the same position they occupied upon leaving the Department shall return at the same rate of pay they were receiving at the time of their departure, if re-employment occurs within one (1) year from the date of separation.

Article XIX. Working Test Period

Section 19.01 Working Test Period

New employees shall be hired on a trial basis. The working test period for new employees shall run from date of hire until six (6) months after graduation from the Police Academy or date of hire, whichever is later. During the working test period, employees shall be subject to discharge at the discretion of management, and such discharge shall not be grievable under the terms of this Agreement. The working test period may be extended by the Chief for up to an additional three (3) months.

Section 19.02 Right to Return to the Bargaining Unit Following Promotion

During the first six months following the promotion of any employee out of the bargaining unit, the employee may be returned, or may elect to return to the bargaining unit if they are unsuccessful in the promoted position. Employees shall return to the unit at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority. The Chief may assign employees returning to the unit under this Section to any

open position. The right to return to the bargaining unit shall not be available to any promoted employee who is discharged from the promoted position for just cause.

Article XX. Reductions in Force

Section 20.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 20.02 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XXI. Discipline

Section 21.01 Discipline

Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 21.07 of this Article.

Section 21.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action issued in any given situation will depend on the overall circumstances being addressed, and it shall not be necessary for discipline to start at any particular level. Factors to be considered in determining the level of discipline issued include, but are not limited to consideration of the employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance.

- (a) Minor Reprimand
- (b) Written Reprimand
- (c) Suspension

- (d) Discharge

Section 21.03 Non-Disciplinary Actions

The following non-disciplinary actions are available to address concerns about performance or behavior outside the disciplinary process:

- (a) **Informal Counseling.** Informal discussion between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. No record of informal counseling discussions shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives. Employees shall not be entitled to Lodge representation during informal counseling sessions.
- (b) **Work Improvement Plan.** In cases involving unsatisfactory performance of an employee's duties, Department management shall notify the employee of the shortcomings in his or her job performance, explain the Department's performance expectations, and give the employee a reasonable opportunity to improve his or her performance. Employees shall be entitled to Union representation during discussions regarding the development of work improvement plans, and Union representatives are encouraged to make suggestions about methods for helping employees improve their performance. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training, before any discipline will commence.

Work improvement plans may be issued alone or in conjunction with a disciplinary action (for example, if the performance issue being addressed involves negligence, willful neglect, or gross incompetence on the part of the employee). The Work Improvement Plan itself shall not be considered a form of discipline.

Section 21.04 Copies of Personnel Records

The City will provide the employee and the Union with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Each employee shall have the right to examine the City's personnel files on that employee, upon request. Employees shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Pre-hire psychological profiles and polygraph or CVSA examination results shall be excluded from coverage under this Section.

Section 21.05 Lodge Representation

Employees shall be entitled to Lodge representation from within their bargaining unit, upon request, during any interview the employee reasonably believes will result in discipline or during any meeting in which the employee will receive disciplinary action. If the employee requests such representation, the meeting shall not proceed until a Lodge representative is present. The employee must select a representative from the official list of Lodge representatives for their bargaining unit, who is not involved in the matter at hand, and who is available to attend the meeting within a reasonable period of time, which will typically mean that the representative must be selected from among on-duty employees. Lodge representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request, so long as the Lodge representative's conduct does not unduly disrupt or interfere with the conduct of the meeting.

Section 21.06 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation that results in the assessment of discipline, counsel for the Lodge shall be allowed to review any and all documentation and other evidence obtained during the investigation upon request, for the purpose of meeting the Union's duty of fair representation to the involved member. The Department shall have the right to redact any information from the internal affairs files necessary to protect confidential witnesses. Counsel for the Lodge shall be given a private space and a reasonable amount of time to review the file. Counsel shall not be allowed to make copies or duplicate any of the documentation or evidence contained in the file, but will be allowed to take notes regarding the contents of the file. Counsel shall only communicate regarding the contents of the file with the individual member(s) involved and with Lodge leadership to the extent necessary for assisting the Lodge to meet its duty of representation to the involved member(s). In communicating with the involved members and Lodge leadership, Counsel shall be responsible for maintaining witness confidentiality.

Article XXII. Internal Investigations

Section 22.01 Administrative Investigations

Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall:

- (a) Notify the bargaining unit member, in writing, prior to any interview. The notification shall specify (i) the nature of the complaint, and any specific allegations against the employee; (ii) the complainant's name, if known, unless disclosing such name may jeopardize the investigation; and (iii) the name and phone number of the investigator.
- (b) Offer the employee the opportunity to speak with a Lodge representative prior to the interview and have him or her present during any interview of the employee, in accordance with this Agreement.
- (c) Record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.
- (d) Provide a Garrity warning to all employees who are ordered to provide statements.
- (e) Complete the investigation within a reasonable period of time.

Section 22.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall determine whether to refer the matter for criminal investigation. During the pendency of any criminal investigation, management will suspend the administrative investigation and may elect either to place the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered prior to the criminal investigation referral.

Section 22.03 Outcome of Administrative Investigation

Once an administrative investigation is complete, management shall inform the employee of the outcome of the investigation.

Article XXIII. Grievance Procedure

Section 23.01 Filing Grievances

A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). The Lodge, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept or process grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 23.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 23.03 Waiver of Additional Process

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 23.04 Filed Within 15 Days

All grievances must be brought to the attention of management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 23.05 Step One

Grievances at the first step shall be filed with the appropriate Captain. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Captain shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving a grievance, the

Captain shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 23.06 Step Two

If the matter is not satisfactorily resolved at Step One, the Lodge may appeal the grievance to the Police Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Police Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

The Chief shall either issue a written decision within ten (10) calendar days, or at his or her option, may schedule a grievance meeting to discuss the matter with the grievant and a Lodge representative, at a mutually convenient time. In the event the Chief schedules such a meeting, the written decision shall be due no more than ten (10) calendar days after the grievance meeting takes place.

Section 23.07 Step Three

If the matter is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to the City Administrator or the City Administrator's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two or the grievance meeting was held, whichever is later, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 23.08 Step Three Hearing

The City Administrator may elect to hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. At such hearing, the parties shall have the right to call and cross-examine witnesses and submit evidence in support of their respective positions. The City Administrator or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days after the Step Three hearing, or within ten (10) calendar days after the grievance is submitted at Step

Three if the City Administrator elects to proceed without a hearing. The written decision shall explain the reasons for any conclusion reached.

Section 23.09 Suspension and Discharge Grievances Filed At Step Two

In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 23.10 Lodge Representation

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not be present during the grievance process.

Section 23.11 Time Limits

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days. Any grievance filed or appealed after time limits have expired shall be considered null and void, and no further action shall be taken with respect to that grievance.

Section 23.12 No Interruptions in Service

During the term of this Agreement, neither the Lodge, its officers, employees, agents, members or representatives, nor any employee covered by this Agreement, will authorize, instigate, aid, condone, participate in or engage in any strike, work stoppage, sickout, slowdown, boycott, picket line, or any other interruption or interference with the work of the Blue Springs Police Department, including any sympathy strike.

In the event of the unauthorized activity proscribed above, the Lodge shall immediately take affirmative action to cause each and every employee covered by this Agreement to return to work and shall, among any and all other necessary or appropriate steps intended to cause each such employee to return to work, immediately:

- A. Notify the employees in person, by telephone, and/or by mail that such strike or other interruption of continuous service is unauthorized; and
- B. Promptly order its members to return to work.

The City shall have the right to proceed directly to court for a temporary restraining order, injunction, and any and all other legal and/or equitable relief for any alleged

breach of this Article. The City shall not be required to first exhaust the grievance and arbitration provisions of this Agreement before proceeding directly to court when seeking to enforce the provisions of this Section 23.12.

The parties recognize the right of the City to take disciplinary action, including discharge, against any employee covered under this Agreement who participates in any activity in violation of this Section, whether such action is taken against all participants or only against selected participants. The parties recognize that the Union's designated representatives have an affirmative duty to prevent and cause the cessation of any activity which violates this Section.

Article XXIV. Arbitration

Section 24.01 Appeal to Arbitration

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Three, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Director of Human Resources within ten (10) calendar days after receiving the Step Three decision, or within fourteen (14) calendar days if the City Administrator or his or her designee fails to issue a Step Three decision.

Matters appealed to arbitration shall not be addressed in any other forum, such as before the City's Personnel Board or in any court of law. The grievance and arbitration provisions established herein shall be the sole avenue available for addressing any alleged violation of the terms of this Labor Agreement, including but not limited to determining whether the City had just cause for any discharge or discipline.

Section 24.02 Selection of the Arbitrator

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 24.03 Decision of the Arbitrator

The decision of the Arbitrator shall be subject to the following conditions:

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) In the resolution of dispute, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.
- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 24.04 Final and Binding

The decision of the Arbitrator shall be final and binding on all parties as to all matters that were properly before the Arbitrator.

Section 24.05 Costs Shared Equally

The costs of the Arbitrator shall be shared equally by the City and the Lodge. Each party shall otherwise bear its own costs.

Article XXV. Labor Management Committee

Section 25.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of three (3) representatives from Department management and three (3) representatives from the bargaining unit. When appropriate, either of the parties may call for joint meetings of the Police Officer and Sergeant committees.

The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by

both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of quarterly meetings.

Section 25.02 Labor/Management Committee Purpose

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. The purpose of regular meetings shall include but is not limited to:

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.
- (c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices. All new or revised policies, work rules, or practices shall be discussed by the Labor/Management Committee before being implemented, except in cases where failure to immediately implement a policy, work rule, or practice would negatively affect the Department's ability to provide services to the public. Such discussions shall not be pro forma, but shall be meaningful and conducted in good faith, with due consideration of the Lodge's comments and input.
- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.
- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

Section 25.03 Request for Meeting

A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

Article XXVI. General Provisions

Section 26.01 Uniforms and Equipment

The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP).

- (a) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order.
- (b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.
- (c) The City will bear the cost of cleaning and maintaining all Department provided uniforms, and of replacing Department-issued equipment when no longer serviceable.
- (d) The City will pay up to \$200 toward replacement of boots when worn out. To be eligible for reimbursement, boots must be selected from a Department-approved vendor.

Section 26.02 Off-Duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could 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, obligations, and benefits concerning such action as if they were on active duty.

Section 26.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 26.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval.

Section 26.05 Release of Personal Information

The City shall not release an employee's personal information, including date of birth, address, phone number, or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or as required by law.

Section 26.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Section 26.07 Police Cadet Training

The City shall continue to have the right to enter into individual contracts with represented non-sworn employees, under which the City agrees to pay the training expenses related to Police Officer Candidates becoming Missouri POST certified Police Officers, and the individual employees agree to repay their training costs, on a pro-rata basis, if they do not remain employed by the City for at least thirty-six months after becoming certified.

Article XXVII. Training

Section 27.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All costs associated with the training shall be paid by the Department.

Section 27.02 Meal Reimbursement

The City shall provide each employee covered by this Agreement with a per diem for each meal when the employee is attending training which requires an overnight stay. The per diem shall be in the amounts specified by the United States General Services Administration.

Section 27.03 Travel Time

Travel time to attend training shall be paid to the extent and in the manner required under the FLSA.

Section 27.04 Hours

Employees covered under this Agreement, who are attending external training, shall not be required to return to work if there are four or fewer hours remaining in their shift at the time the training ends. Employees shall only be paid for hours actually worked, but employees who elect not to return to work may opt to use paid time off.

Section 27.05 Training Day

Employees covered under this Agreement who are assigned to the overnight patrol shifts, who are attending external training during the day, will not be required to work the night before the training or the night shift on the day of the training. Employees shall only be paid for hours actually worked, but night shift employees who elect not to work the shifts before or after a training day may opt to use paid time off, if desired and if they have accumulated time available.

Article XXVIII. Complete Agreement

Section 28.01 Zipper Clause

The parties acknowledge that during negotiations which 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right

and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXV.

Section 28.02 Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

Section 28.03 Savings

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 enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Article XXIX. Term of Agreement

Section 29.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through June 30, 2018. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

Eric Johnson
City Administrator

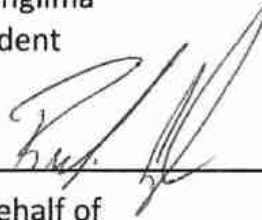


On behalf of
The City of Blue Springs

12-22-15

Date

Rick Inglima
President



On behalf of
FOP West Central Missouri Lodge No. 50

12/23/15

Date

APPENDIX A

<u>Name</u>	<u>Dollar Increase to Hourly Rate</u>
PICKETT, PAULA	\$0.18
MITCHELL, JONATHAN	\$0.29
CASTER, KELLY	\$0.59
UNRUH, ROBERT	\$0.70
KESLER, CHRISTOPHER	\$0.73
POUNCIL, KENT	\$0.93
COVINGTON, RALPH	\$0.96
HEISHMAN, DOUGLAS	\$0.96
HOLLINS, SHENETTA	\$1.09
FLOYD, JASON	\$0.90
BENSON, TRACY	\$0.96
LESLIE, MELINDA	\$0.98
BRESHEARS, GREGORY	\$1.09
LESLIE, PHILLIP	\$1.46
HUGHES, KEEGAN	\$0.00
SMITH, JUSTIN	\$1.81
YEAGER, CAROLINA	\$1.84
BELKNAP, STERLING	\$1.84
MURPHY, SARA	\$1.84
TIPTON, KATHERINE	\$1.84
STEWART, DANNIE	\$1.86
KEATING, KENNETH	\$0.59
MOHLER, ERICH	\$0.59
BROTHERTON, DAVID	\$2.07
JOHNSON, DAVID	\$0.59
LANKARD, BRIAN	\$0.59
BROOKS, NICK	\$0.83
FOSTER, JENNIFER	\$0.83
MCINTYRE, ALEX	\$0.83
MCRAE, BEN	\$0.83
OFFENBACKER, ANDA	\$0.58

**CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM**

DATE: December 1, 2015**SUBMITTED BY:** Sue Heiman**DEPARTMENT:** Human Resources

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Rezoning	<input type="checkbox"/> Other

ISSUE/REQUEST

Approval of two Resolutions adopting two, 3-year labor agreements – one with the Fraternal Order of Police, West Central Missouri Regional Lodge 50 for Police Officer and another with the Fraternal Order of Police, West Central Missouri Regional Lodge 50 for Sergeants.

BACKGROUND/JUSTIFICATION

In August 2014, the City received a letter from the West Central Missouri Regional Lodge 50 of the Fraternal Order of Police (FOP) seeking to represent various police department employees of the City of Blue Springs in collective bargaining. Shortly after this notification, the City Council agreed to recognize the FOP as the exclusive bargaining representative for two bargaining units, one for those holding the rank of Police Officer and one for those holding the rank of Sergeant. The City Council also approved a negotiation team of the Assistant City Administrator, Deputy Police Chief, Director of Human Resources and the City Attorney. This team worked with the City's outside special counsel, Jeff Place, to negotiate tentative agreements with the FOP for both bargaining units. This negotiation began in August 2015 upon notification by the FOP that it was ready to begin the process. Both tentative agreements were negotiated in approximately four months. The City was informed by the FOP that the agreement for the Police Officers bargaining unit was approved by the membership of that unit on November 12, 2015 and the members of the Sergeants bargaining unit approved that agreement on November 30, 2015.

City Council may approve or not approve the tentative agreements. If the resolutions are passed, the agreements will be binding for a period of three years with negotiations for the annual wage reopener in July 2016 and 2017.

FINANCIAL IMPACT

Contractor:	N/A
Amount of Request/Contract:	Includes annual wage reopener
Amount Budgeted:	FY 2015-16 Budget provides funding for these contracts
Funding Source/Account #:	General Fund and Public Safety Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2016	June 30, 2018
Years and Months Contract in effect	Number of times renewable

STAFF RECOMMENDATION

Staff recommends approval of the agreements.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A
Date:	
Action:	

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with proposed agreement for Police Officers attached as Exhibit "A"
2. Resolution with proposed agreement for Sergeants attached as Exhibit "A"

IF CONTRACT REQUIRED:

1. E-Verify Affidavits Required?	N/A	Parent Company:
3. Contract Executed?		
4. Affidavits Executed		

REVIEWED BY

Requesting Director: Sue Heiman	Budget: Christine Cates
Legal: Nancy K Yendes	City Administrator: 