

***Police Department  
Working Agreement***

***Between***

***City of St. Joseph, Missouri***

***And***

***Fraternal Order of Police, Lodge #3***



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**ARTICLE 1. Preamble**

This Agreement is entered into by and between the City of St. Joseph, Missouri, hereinafter referred to as "the Employer" and the Fraternal Order of Police Lodge #3, hereinafter referred to as "the F.O.P." It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the F.O.P.; to provide for equitable and peaceful adjustments of differences, which may arise; and to establish proper standards of wages, hours and other conditions of employment.

**ARTICLE 2. Recognition**

The Employer recognizes the F.O.P. as the sole and exclusive bargaining agent for those non-exempt commissioned officer employees of the St. Joseph Police Department consisting of all personnel below the rank of captain.

**ARTICLE 3. Management Rights**

A. The Employer retains all powers, rights and privileges authorized under federal, state and local law; and further reserves the right to take whatever action is necessary to carry out the mission of the City.

B. The Employer has the sole and exclusive right to exercise all the rights and functions of management and nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and the authority of the Employer, as granted under the laws of the State of Missouri to the City of St. Joseph, under its ordinances, resolutions and other adopted actions and under federal law; unless otherwise adopted in this Agreement. Without limiting the generality of the foregoing, as used herein, the term "rights of management" includes:

- (1) The right to plan, direct and control all the operations and services of the Department and its members;
- (2) The right to determine the methods, means, organization, levels and number of personnel by which such operations are to be conducted;
- (3) The right to organize and reorganize the Department in any manner it chooses, including the size of the Department and the determination of job classifications and duties assigned;
- (4) The scheduling of operations and the determination of the number and duration of hours of assigned duty per week;
- (5) The right to determine the amount of supervision necessary;
- (6) The right to establish, change or eliminate existing methods, equipment or facilities;

- (7) The right to reassign employees to other duties within the Department;
- (8) The right to relieve employees from duties because of lack of work or for other legitimate reasons;
- (9) The right to maintain efficiency of operations;
- (10) The right to hire, promote, transfer, assign and retain employees in position classifications;
- (11) The right to suspend, demote, discharge or impose other disciplinary action against employees for just cause;
- (12) The right to develop policy regarding selection and training programs for employees;
- (13) The right to formulate, change, modify and enforce departmental rules, regulations and policies;
- (14) The right to determine safety, health and property protection measures for the Department;
- (15) The right to place services or other work with outside contractors or other agencies of the Employer; consistent with Paragraph F of this Article; and
- (16) The right to take whatever actions are necessary to carry out the mission of the City in situations of emergency.

C. (1) If, in the sole direction of the Employer, it is determined that a civil, or community or public health, emergency conditions exists including, but not limited to, civil disorders, strikes, tornado conditions, floods, infectious disease outbreaks or other similar catastrophes, the provisions of this Agreement may be temporarily suspended by the Employer during the time of the declared emergency; except for the pay provisions of this Agreement. The Employer shall make reasonable efforts to return to normal operations as soon as possible after the civil, or public health, emergency is declared by the Employer to be over.

(2) The Employer acknowledges the need to provide notice within a minimum of ten (10) working days prior to changing significant working conditions. If the F.O.P. provides a written request within five (5) work days of the notice, the Employer will meet and discuss matters affecting the bargaining unit's working conditions prior to planned implementation; unless circumstances arise that require the need for immediate implementation. The City shall notify the F.O.P. within two (2) working days after implementation of the justification for the immediate implementation.



D. The Employer has the sole authority to determine its purpose, mission, goals and the amount of its budget and the allocation of the budget to functions and operations of the Employer. It is understood by the parties to this Agreement that a part of the Employer's operations, programs, work and activities are funded by grants and other sources of non-renewable, non-continuing, non-tax supported income, as well as annual appropriations from available resources. Because of these changing funding sources, it is understood by the parties that the Employer may be required to eliminate or significantly reduce some or any of its operations, programs, work and activities requiring the termination of employees assigned to the respective areas of concern and funding; subject to the layoff provisions of this Agreement.

E. If the Employer determines that it needs to make changes to any identified past practices, the Employer will provide ten (10) business days' advance written notice to the F.O.P. that the Employer intends to make changes and what those intended changes are. Upon written request made by the F.O.P., within five (5) business days of the date of notice, the Employer will meet with the F.O.P. and negotiate the intended changes and consider any alternatives provided by the F.O.P. Such negotiations shall be concluded within thirty (30) days following the date of the F.O.P. notice.

F. The Employer reserves the right to contract out any work that is not required to be performed by an officer licensed pursuant to State law, and that would result in the layoff of a current employee. If the Employer determines that it may contract out services performed by this bargaining unit, it will provide written notice to the F.O.P. identifying what the Employer plans to contract out and provide the F.O.P. with an opportunity to meet and discuss the Employer's plans; provided the F.O.P. makes a written request within ten (10) days of the date on which the Employer's notice was sent to the F.O.P.

G. All rights privileges and working conditions that are not regarded as a management right listed in this Article 3, and that are enjoyed by the employee at the present time, but are not included in this Agreement, shall remain in full force, unchanged and unaffected. If any changes are made by the Employer, or caused by action of the City Council, the F.O.P. will be given notice, as soon as practical, to discuss and provide input to these changes that may affect the rights of the F.O.P. employee members.

#### **ARTICLE 4. Dues Check Off**

The Employer agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the F.O.P. from the pay of those employees who individually request, in writing, that such deductions be made. The Employer shall remit the total amount of deductions each pay period to the Treasurer of the F.O.P.

The Employer shall notify the Secretary-Treasurer of any changes in payroll deductions relating to dues as soon as practical following the change, in writing.

**ARTICLE 5. Discrimination**

The parties to this Agreement agree not to discriminate against any employee because of race, color, age, sex, national origin, marital status or religion.

**ARTICLE 6. F.O.P. Activity**

There shall be no discrimination, interference, restraint or coercion by the Employer against any employee for his/her participation, position or membership in the F.O.P.; more specifically, for those members who are representing the F.O.P. in any negotiations, grievances or actions against the Employer when acting with the authority of the F.O.P. Executive Board on behalf of the rights of the employees.

**ARTICLE 7. No Strike**

A. The F.O.P. and its members, individually and collectively, and employees in this bargaining unit agree that there shall be no strikes on the part of employees.

B. The term "strike" in the Agreement is interpreted as meaning any concerted action in failing to report for duty, willful absence from one's position, stoppage of work, slowdown, or mass and/or organized sickout, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

C. (1) In the event of an unauthorized strike, slow-up, sickout or other type of concerted work action, the Employer agrees that there will be no liability on the part of the F.O.P.; provided that the F.O.P. promptly and publicly disavows such unauthorized concerted work action, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations; and provided further that the F.O.P. notifies the Employer, in writing, immediately after commencement of such concerted work action, what measures it has taken to comply with these provisions.

The City shall notify the F.O.P., in writing, of the perceived action and further agrees to meet with the F.O.P. to bring about a prompt resumption of normal operations.

(2) In the event that such action by the F.O.P. has not affected resumption of normal work practices, or in the complete cessation of the concerted work action, the Employer shall have the right to discipline, by way of discharge or otherwise, any member of the represented group who participates in such strike, slow-up, sickout or stoppage or concerted work action, and such disciplinary action taken shall be subject to any appeal procedures normally available to employees. The Employer shall take other actions that may be deemed appropriate.

(3) The parties agree that any employee who participates in, induces or encourages such activity in violation of this Article shall be immediately subject to dismissal by the Employer. Any Employee disciplined under this Article shall have recourse to challenge the disciplinary action imposed for violation of this Article.

Any employee who holds a position of officer, or other position of authority in or for the F.O.P., occupies a position of special trust and responsibility in maintaining and bringing about compliance with this provision including the responsibility to remain at or report to work during any interruption which may be initiated by other employees and to encourage the employees violating this Article to return to work.

D. Any employee who while on duty refuses to cross the picket line of any association, union or other organization, wherever established, violates the commitment not to strike.

## **ARTICLE 8. F.O.P. Business**

A. F.O.P. leave for duly elected or authorized representatives of the F.O.P. shall be as follows:

(1) Four (4) covered members will be allowed time off from their normal duty schedule with pay to participate in negotiations with the Employer.

(2) Two (2) members may be allowed time off, five (5) duty days each with pay, to attend the National Fraternal Order of Police convention, and based upon staffing considerations, up to six (6) members will be allowed time off, five (5) duty days each with pay, when approved by the Police Chief.

(3) Two (2) members will be allowed time off, three (3) duty days each with pay, to attend the annual Fraternal Order of Police State convention. Up to four (4) members may be allowed time off based on staffing considerations.

(4) Members may be allowed time off, with pay, to attend seminars.

B. The Employer shall be notified, in writing, as early as possible, but not less than thirty (30) days prior to absence for items set forth in (2), (3), and (4) above. Written notification shall specify the dates and length of absence.

## **ARTICLE 9. Bulletin Board Space**

The Employer shall allow the F.O.P. use of a separate bulletin board in the assembly room and break room or any mutually agreed upon space.



**ARTICLE 10. Printing and Supplying Agreement**

One (1) copy of this Agreement, and any future agreement, shall be printed and supplied to each employee by the Employer within thirty (30) days from the passage by the City Council, at no cost to the employee and to each new employee who becomes a member of the F.O.P.

**ARTICLE 11. Employee Status**

A. The Employer shall submit written notice, to the President, Vice-President or Second Vice-President of the F.O.P., of the name, job title and the effective date of actions affecting employees as follows:

- (1) Within ten (10) working days of -
  - (a) Appointment of new employees;
  - (b) Promotion; or
  - (c) Transfer.
- (2) As soon as such action occurs -
  - (a) Termination by type (retirement, disability, voluntary with cause or death); or
  - (b) Medical leave of absence for one (1) month or more.

B. The Employer shall maintain and post annually a current seniority list. The list shall be used whenever called for by specific articles and sections of this Agreement and in such other cases as may be agreed upon by the Employer and the F.O.P.

C. The Employer shall maintain a catalog of the descriptions of positions within the bargaining unit and forward copies within a maximum of ten (10) working days to the F.O.P. upon request. Upon any changes being made to the job descriptions, the F.O.P. shall be notified, in writing, of said changes at least fifteen (15) working days in advance of implementing the change.

**ARTICLE 12. Labor Management Committee**

There shall be a Labor Management Committee consisting of three (3) F.O.P. members from the St. Joseph Police Department as designated, in writing, by the President of the F.O.P., and three (3) Employer representatives as designated, in writing, by the Police Chief. The Police Chief may be one of the three (3) Employer representatives. The Committee shall meet on request of either party to discuss all matters of mutual concern. The Committee shall have the authority to make recommendations to the F.O.P. and the Employer. Both parties shall be advised, in writing, of changes in respective membership on the Committee; in addition, Legal Counsel may represent either party.

**ARTICLE 13. Rules, Regulations, and General Orders**

A. The F.O.P. agrees that its members shall comply with all of the Employer's rules, regulations and departmental orders, including those relating to personal conduct and work performance.

B. The Employer has the right to establish reasonable work rules for employees while on the Employer's property and/or during working hours and for all times that reflect on the operations of the Department. The Employer shall provide employees with a copy of the work rules and any changes thereto when they become effective.

C. The Employer has the right to establish reasonable rules of personal conduct for employees. The Employer shall provide employees with a copy of the rules of personal conduct and any changes thereto when they become effective.

D. The Employer is free to change any or all of its rules, regulations and departmental orders, as it deems appropriate. The Employer shall notify the F.O.P. before making any rule changes or revocations or creation of new rules prior to the rule(s) taking effect.

E. The employees are responsible for properly using property and equipment of the Employer, as well as for maintaining the general cleanliness and orderliness of all work areas. Employees are to perform work in an efficient, safe and capable manner, particularly as it affects other employees, residents, the public at large, Employer costs and the quality of work.

F. The Employer agrees that prior to implementation of any rules, regulations or general orders, the F.O.P. shall be given written notice with a minimum of ten (10) working days prior to implementation. Upon written request by the F.O.P., within (5) working days of the written notice, the Employer agrees to allow the opportunity to meet to discuss the proposed rules, regulations, orders, the reasons therefore and the projected impact on the working conditions created by their implementation, unless circumstances arise that require the need for immediate implementation. The Employer agrees to immediately meet and discuss with the F.O.P. the justification for immediate implementation.

**ARTICLE 14. Technological Change**

The Employer recognizes the need to inform the F.O.P. of the introduction or implementation of technological change that may affect the F.O.P. employee numbers, work status or working conditions. When the technological change affects employee numbers, work status or working conditions, the Police Chief shall inform the F.O.P., not less than fifteen (15) working days prior to the decision, to make such technological changes. This is to allow the F.O.P. proper time to provide input or objections to such a change.

**ARTICLE 15. Definition of Seniority**

Seniority shall mean length of full-time continuous service determined for the employee by the date the employee is appointed to his/her classified position. Any employee who returns to City employment after a break of service of one (1) year or more shall start as a new employee for the classified position he/she is hired into for the purpose of seniority. If the break in service is less than one (1) year, he/she shall be given credit for service time for the purpose of vacation accrual, sick time and pay increases. Only resignation, discharge, layoff or retirement shall break continuous service. Employees reinstated after a layoff shall receive seniority credit for all service prior to the layoff. New employees with the same employment date shall be assigned to the new seniority list in the order of their ranking on the entrance examination scores. The present seniority list will remain, as it is, consistent with practices employed at the time it was established.

**ARTICLE 16. Personnel Reductions**

In the case of a personnel reduction, the employee with the least seniority on the Department shall be laid off first, (also refer to Article 15). Employees shall be recalled in the order of their seniority. No new employees shall be hired until the Employer directs a notice of recall to be sent by certified mail to any laid off employee's last known address on the Employer's records, with a copy of said notice being sent to the F.O.P. The employees shall be allowed ten (10) working days from the date of mailing to accept the offer; the F.O.P. shall attempt to contact the employee during this period. Responsibility for informing the Employer of the employees' latest address and telephone number rests solely with the employee and the F.O.P.

**ARTICLE 17. Promotions and Transfers**

A. Written tests will be required to fill all promotional vacancies covered by this Agreement. The Director of Human Resources, or his/her representative(s), shall administer the written test.

B. All such written tests shall be conducted between October 1st and October 30th each year; or at any time during the year if the current eligibility list has been exhausted.

C. All examinations shall be impartial and shall relate to matters that will test fairly the candidate to discharge the duties of the position to be filled.

(1) Test reference material reading lists, made available to all employees at the time application is made, shall be the sole source for all questions and correct answers contained in the examination document.

(2) Announcements for promotional examinations shall be posted on each bulletin board and in all buildings used by employees sixty (60) days prior to the closing date for the examination. Applications received after the closing date shall not be considered unless they were mailed, with a valid postmark, on or before the closing date.

(3) All applicants shall be notified within fifteen (15) calendar days of the completion of the written test.

(4) Oral interviews shall be conducted by a panel of people who hold the equivalent rank, or a higher rank, than that being interviewed for. The panel shall consist of at least three (3) individuals.

(5) During the term of this Agreement, the Police Chief and the F.O.P. shall meet to discuss adding a written test component relating to "local conditions." The "local conditions" written test component, which is agreed upon between the Police Chief and the F.O.P., shall be incorporated into the promotional test. The F.O.P. shall pay any outside costs to the Employer in creating the "local conditions" component that is added.

D. Test scoring shall include the following major components:

(1) Written Tests. There will be a written phase of the testing procedures in accordance with paragraph C, above. The Director of Human Resources shall prescribe the examination document to be used. The Director may elect to develop a test from local resources, with the assistance and advice of the Police Chief and/or other qualified sources; or may elect to use nationally validated examinations, purchased from sources that have an agreement with the City to provide such examination documents. Passing scores shall be determined by grading all examinations on a curve; top score shall be set at one hundred (100) with all scores achieved being a percent relative to the top score. Adjusted scores of seventy percent (70%) or greater shall be declared passing. The written test shall be worth fifty (50) points.

(2) Educational Credit. Credit shall be given for achieving the following educational standards:

- (a) One (1) point for thirty (30) college semester hours or one (1) completed military enlistment;
- (b) Two (2) points for an associate's degree;
- (c) Three (3) points for a bachelor's degree; and
- (d) Four (4) points for a master's degree or higher.

To obtain the educational credit, it will be the employee's responsibility to provide proof of degree or hours to the Director of Human Resources in the form of a college transcript. Educational credit shall not exceed four (4) points. Military enlistment shall be the responsibility of the employee to provide proof of honorable discharge or DD214.

(3) Service Credit. A service credit shall be computed at the rate of one (1) point for every two and one half (2½) years of service and .0011 points per day beyond the qualifying time for the position tested for. For example: Five (5) years minimum service time for Sergeant. Officer with six and one half (6½) years service would receive one (1) service point. Service points shall not exceed six (6) points. Service Credit computed under this Paragraph shall mean continuous and uninterrupted service (as

defined in Article 15) with the St. Joseph Police Department from the date of last employment, with credit for any seniority regained from service prior to any layoff, calculated from the date of last employment. This will coincide with Article 15.

(4) Oral Interviews. Oral interviews shall be conducted by an independent panel of people who hold the equivalent rank, or a higher rank, than that being interviewed for. The panel shall consist of at least three (3) individuals. The oral interview shall be worth a maximum of twenty (20) points.

(5) Performance Evaluations. The applicants will be given a numerical score on their last two (2) Performance Evaluations. This shall be done by applying a scale of one (1) to five (5) with five (5) being the highest and one (1) being the lowest. The scores will be added and an average for each of the evaluations attained. The two (2) scores will be added together and the total points for the Performance Evaluations shall not exceed ten (10) points.

E. Eligible Register.

(1) The Eligible Register shall contain the names of all departmental personnel who apply for promotion qualification to a higher rank/grade within the Police Department and achieve a passing score on the written test. Prior to establishment of the Eligible Register, the following components will be completed:

- (a) Complete oral interviews for all personnel who have achieved a passing score on the written test;
- (b) Calculate Educational, Service and Performance Evaluation credit as prescribed in paragraph D (2), (3) and (5) above; and
- (c) Points for Service, Education, and Job Performance up to October 1st of the calendar year in which the test is given.

(2) Composite scores resulting from adding all components of the testing procedure shall determine the order of standing on the Eligible Register. Vacancies will be filled by the top name on the Eligible Register. The Eligible Register shall remain effective until October 1st of the following year. All components must be completed within forty-five (45) days and an Eligible Register established. If a condition exists where no names remain on the Eligible Register, and the next annual examination is more than forty-five (45) days away, a new Eligible Register shall be established based on another examination, as provided for in paragraph B of this Article. The resulting Eligible Register shall be valid only until the next October 1st, at which time the new annual examination will be conducted to establish an Eligible Register.



F. Transfers.

No individual shall be allowed to make a lateral transfer, or apply for any specialty position that is non-promotional, until they have a minimum of three (3) years' seniority.

**ARTICLE 18. Qualifying Standards**

The minimum seniority for each Police Department position shall be listed below. Seniority shall be calculated in grade/rank.

Sergeant:

- Must have a minimum of five (5) years' seniority on the St. Joseph Police Department.
- Must have completed the promotional procedures set out in Article 17.

**ARTICLE 19. Demotions**

A. In the case of not-for-cause demotions due to budgetary reasons or manpower reductions, employees shall be reduced beginning with the least seniority in grade and shall be bumped down to the next lower grade. Such employees demoted, not-for-cause, shall be placed on a Re-promotion Eligibility Register. No new promotions will be made from any Re-promotion Eligibility Register unless employee(s) on such Re-Promotion Eligibility Register decline re-promotion.

B. Return to higher rank from not-for-cause demoted status. The demoted employee with the most seniority in grade shall be offered the first opening available in the rank from which he/she was demoted.

**ARTICLE 20. Assignment During Disability (Light Duty)**

A. Employees may request light duty for non work-related injuries. However, such light duty assignment shall be allowed at the discretion of the Police Chief, based upon the employee's ability to perform the work assigned in accordance with the restrictions set forth by the employee's physician.

B. Time off from work due to a work-related accident must be authorized, in writing, by the designated health care provider. Otherwise, an employee who is injured as a result of a work-related accident and is unable to return to regular duty immediately due to medical restrictions placed upon him/her by a health care provider will be assigned a transitional duty position, if available, until he/she is able to return to regular duty. Transitional duty assignments will be for a period not to exceed ninety (90) days. During the ninety (90) day period of recovery, the Risk Management Division will be responsible for monitoring the employee's status. At the end of the ninety (90) day period, if the employee has still not fully recovered from the work-related injury, the Risk

Management Division will direct the health care provider to provide a written prognosis of the duration of recovery and proposed treatment. Based on the health care provider's response, the City may choose to continue the transitional duty position, if available, or request a second opinion from a health care provider. The Police Chief will be responsible for identifying transitional duty positions. The employee's placement in a transitional duty position need not be restricted to the employee's department. The employee's supervisor is responsible for contacting the Human Resources Department to arrange for a transitional duty position in another department if the employee's department is unable to provide a transitional duty position. Employees working in a transitional duty position will not be permitted to work overtime.

C. Any employee assigned to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his/her normally assigned position.

D. A light duty period shall not exceed the duration of the FMLA leave.

#### **ARTICLE 21. Discipline and Discharge**

No employees, after serving the initial appointment probationary period, shall be disciplined or discharged without just cause related to work performance or conduct in violation of the Employer's rules and regulations. The employee shall have the right to be accompanied and represented by a Representative from the F.O.P. and/or Legal Counsel at any meeting with the Police Chief, or his/her representative, concerning written, formal discipline or discharge. The Police Chief shall start and keep minutes/audio recording of any meeting. The employee and the F.O.P. representative shall be entitled to review all minutes/audio recordings from the meeting. The employee shall also be entitled to review any written documentation concerning allegations of alleged wrongdoing that is part of the employee's Internal Affairs file.

The disciplinary procedures set forth in Section 11 of the City of St. Joseph Personnel Manual will be followed.

#### **ARTICLE 22. Grievance Procedure**

A. Policy: The F.O.P. and the Employer, insofar as possible, shall attempt to prevent the occurrence of grievances. Reasonable efforts shall be made through appropriate supervision to resolve grievances in an orderly, prompt, equitable manner at the lowest level of supervisory review.

B. Definitions: A grievance is a question, dispute or controversy relating to the interpretation or application of the Agreement, where applicable. A grievance shall not include any provision of this Agreement: 1) that has an external statutory or judicial procedure to address the question, dispute or controversy; or 2) which specifically eliminates application of the grievance procedure. "Working days" in this Article are defined as Monday through Friday.



C. **Eligibility/Exclusions:** Eligibility to file a grievance under this procedure is limited to all regular, full-time, non-probationary employees. The right of grievance will in no way be construed to diminish management rights of the Employer or regarding the decisions of the Chief, or of supervisors, to allow or disallow an employee's request for paid leaves.

D. **Procedure:** Only one (1) subject matter shall be covered in any grievance and only one (1) grievant may be dealt with in a grievance. A grievance shall contain a statement of the grievant's position, the Article(s) of this Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grievant and the date filed. The Employer may consolidate similar grievances for review. However, each grievance shall be decided individually.

Step 1. A written grievance shall be taken to the immediate supervisor within ten (10) working days of the occurrence of the eligible issue. The immediate supervisor shall have ten (10) working days to respond in writing. The Police Chief shall, through the Departmental Rules and Regulations, establish which "immediate" supervisory levels shall successively respond to a grievance.

Step 2. In the event that Step 1 does not resolve the matter, the employee may appeal the grievance to the Police Chief, or his/her designee, within ten (10) working days following receipt of the immediate supervisor's response or when such response was due. The written appeal documentation shall include specific reasons why the Step 1 decision does not resolve the matter. The Police Chief, or his/her designee, within fifteen (15) working days after receiving a timely appeal shall meet with the grievant to discuss the grievance and investigate and document the matter as needed. The Police Chief shall render a decision within fifteen (15) working days after the meeting with the grievant.

Step 3. In the event that the aggrieved employee is not satisfied by Step 2, he/she may continue the process by submitting all written documentation concerning the matter to the Personnel Board of the City (delivered to the Human Resources Director) for review within ten (10) working days following completion of Step 2. The written appeal documentation shall include specific reasons why the Step 2 decision does not resolve the matter. Within thirty (30) working days of receipt of the appeal, the Personnel Board shall conduct a fact finding investigation. The Personnel Board shall issue its written findings of fact and conclusions and provide a recommendation for adjustment of the grievance to the City Manager within fifteen (15) working days of the close of the investigation and provide copies to the parties.

The report of the Personnel Board shall be presented to the City Manager for consideration. The City Manager may accept the recommendation or may adopt an alternative solution to the grievance. The decision of the City Manager shall be provided to the parties within fifteen (15) working days of receipt of the Personnel Board's recommendation.



**Step 4.** In the event that the F.O.P. is not satisfied by Step 3, it may continue the process by submitting all written documentation concerning the matter to the City Manager with a request for arbitration within ten (10) working days after the City Manager issues his/her decision. The written appeal documentation shall include specific reasons why the Step 3 decision does not resolve the matter.

Within fifteen (15) working days of receipt of the request that the grievance be submitted to arbitration for adjustment, the F.O.P. and the City Manager, or his/her representative, shall meet to select an arbitrator. In the event an arbitrator cannot be mutually agreed upon, the City Manager, or his/her designated representative, and the F.O.P. shall request, in writing, within fifteen (15) working days, that five (5) arbitrators be named by the Federal Mediation and Conciliation Service, from which a single arbitrator shall be selected by alternate strike of names. The initial strike shall be made alternatively by the City Manager and the F.O.P.

The arbitrator shall have no authority to determine substantive arbitrability of the grievance. The arbitrator shall have no authority to modify this Agreement in any way by decision.

The selected arbitrator shall review the documents developed in the grievance procedures, schedule and hold a hearing to hear evidence related to the grievance and prepare and submit written findings, conclusions and a decision to the F.O.P., the City Manager and the Director of Human Resources. The decision of the arbitrator on the appeal shall be final and conclusive.

The arbitrator's services shall be paid as follows: fifty percent (50%) by the City and fifty percent (50%) by the F.O.P. The parties shall be responsible for their own expenses.

E. Time Limitations: Grievances may be withdrawn at any step of the grievance procedure without precedent. Time limits may be extended by written agreement of the parties. Grievances that are not specifically resolved and not processed within specified time sequences shall be considered as resolved by the Employer's last decision and not subject to further consideration.

F. F.O.P. Representation: Employees may, at their own discretion, be represented at any stage of the grievance procedure after Step 1 by an F.O.P. representative. The employee and/or representative may, with the permission of his/her supervisor, be granted time off with pay for the purpose of necessary discussions and conferences with Employer representatives relating to the resolution of a specific grievance.

G. Election of Procedures: Any employee who pursues a grievance that is covered by this Agreement and who also utilizes other procedures outside of this Agreement, may, before the Step 3 process can be utilized, be required by the Employer to make an election of procedures before any relief may be granted for that employee; provided that such requirement to elect procedures is consistent with current applicable law. An employee's election may be asserted as a complete and absolute defense to the use of any

other procedure and relief that may be granted hereunder. Copies of such election of procedure received by the Employer shall be provided to the F.O.P. Any employee who pursues a matter other than through the grievance procedure that requires the Employer to answer the matter on the merits shall be deemed to have specifically waived all of employee's rights to grieve and for relief under this Agreement.

#### **ARTICLE 23. Job Evaluation**

The Employer shall have a job evaluation system related to the duties performed by the employees. The F.O.P. shall be notified within ten (10) working days prior to any changes to the job evaluation system.

#### **ARTICLE 24. Hours of Work and Overtime**

A. The regular hours of work shall be forty (40) hours per week. Overtime shall be equally and impartially distributed and rotated among employees, so far as practical, by job classification and shall be voluntary; unless it is deemed to be an emergency, where it will be deemed essential for proper safety then it will become mandatory. This shall be done in accordance with departmental general orders. Supervisors shall have the obligation to determine whether overtime at shifts' end is necessary to the efficient and professional operation of the department.

B. For those positions determined by the Human Resources Director to be non-exempt, the provisions contained below related to overtime and compensatory time shall apply. Unauthorized overtime is not warranted and all overtime must be authorized. Departmental policy will determine whether overtime will be paid in cash or allowed to accrue as compensatory time.

(1) Paid overtime or compensatory time shall accrue at the rate of time and one-half (1½) after any non-exempt employee who is assigned a seven (7) day work period has worked forty (40) hours in any work period. Time off work due to Workers' Compensation Temporary Total Disability (TTD) will be counted as hours worked.

(2) Accrual of compensatory time balances during any one (1) fiscal year is limited to two hundred forty (240) hours (one hundred sixty (160) actual hours worked) for non-exempt employees on a seven (7) day work period. If a non-exempt employee who has reached the limit on accrual of compensatory time is required to work additional overtime, it must be paid in cash at the rate of one and one-half (1½) times the normal hourly wage for that position.

(3) Dependent upon workload, non-exempt employees have the right to use compensatory time accrued within a reasonable period of time. Supervisors may require non-exempt employees to use compensatory time balances simply to reduce accrued balances. In addition, supervisors may vary work hours within the same work period in order to limit additional accrual (e.g., a supervisor may schedule only six (6) hours of



work on Friday for an eight (8) hour non-exempt employee, after a non-exempt employee has been required to work ten (10) hours on Wednesday).

(4) Although employees may accrue compensatory time, they are encouraged to use any such accrued compensatory time by the end of the first pay period paid in June. Any accrued compensatory time over forty (40) hours that is not used by the end of the first pay period paid in June will be paid to the employee on the final payroll of the fiscal year.

(5) Upon termination or reclassification to an exempt position, accrued compensatory time balances will be paid in cash to the employee. Payment will be at the hourly rate of pay received immediately prior to being terminated or reclassified.

(6) If an employee is called in while on a holiday he/she shall receive compensation at two and one half (2½) times the hourly rate of pay that person would normally be entitled to, or may elect to take the holiday on another day.

C. There shall be no pyramiding of any premium pay under this Agreement.

#### **ARTICLE 25. Court Pay/Call Back**

A. An employee who is required to be in court for a work-related case after leaving his regular shift or on days off shall be paid a minimum of two (2) hours at time and one half (1½) for each occurrence, subject to satisfying the forty (40) hour requirement of Article 24, paragraphs A and B.

B. An employee who is called back to work after his regular shift, or on his/her days off, shall be paid a minimum of four (4) hours at time and one half (1½). This shall not be construed to include those that are held over after the end of their work day, only those that are called in once they have left at the end of the day and are called back in at a later time, subject to satisfying the forty (40) hour requirement of Article 24, paragraphs A and B.

#### **ARTICLE 26. Schools and Seminars**

The Employer will allow job-related education and training, at no cost to the employee, depending upon the available funds and the needs of the employee and the Employer. Employees shall be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions or other functions of similar nature that are authorized, in writing, by the Employer.

#### **ARTICLE 27. Shift Preference**

A. If a regular vacancy occurs on a shift it shall be filled by the senior employee applying for the position, based on staffing needs. This does not include employees still on probationary time as set forth in the City of St. Joseph Personnel Manual.

B. At no time shall an employee with seniority be allowed to bump an individual with less seniority out of a position, which the employee with less seniority holds. The only exception shall be at the time set forth as the time for bidding shifts (which shall occur in November or December of each year and be effective in January).

C. Each division of the St. Joseph Police Department shall bid for their respective assignment in November/December of each year, and the new assignment shall take effect the following January. All positions within each division shall be bid at this time except that those individuals who have laterally transferred into a specialty position or unit shall not be required to bid (example: Training Officer, Armorer, Detectives and those assigned in Support Services).

## **ARTICLE 28. Parking**

The Employer agrees to provide, without cost to employees on duty or called in for court or overtime, adequate lighted parking spaces adjacent to the Police Station or Law Enforcement Center. In the event that an employee is unable to park on the parking lot and has to park in areas of public parking and while doing so is ticketed for overtime parking, then the Employer will be responsible for any tickets or citations the employee receives; subject to review and approval by the Police Chief.

## **ARTICLE 29. Vacation Leave**

A. Vacation time shall be earned according to the following schedule:

| <u>Years</u>   | <u>Service Hours Earned Pay Period</u> | <u>Annual Hours</u> | <u>Leave Days Total</u> |
|----------------|--|---------------------|-------------------------|
| 0 to end of 7  | 3.08                                   | 80                  | 10                      |
| 8 to end of 15 | 4.62                                   | 120                 | 15                      |
| 16 +           | 6.16                                   | 160                 | 20                      |

B. Selection of vacations shall be on Police Department seniority basis within their assigned shift.

C. Vacation leave may not be granted in excess of the earned balance available on the first day of the approved vacation. The maximum amount of vacation leave that may be carried forward from one (1) year to another shall be one hundred sixty (160) hours, twenty (20) days. Any amount of vacation leave over the maximum amount may be carried forward from one year to the next only upon written recommendation of the Police Chief for good cause and subsequent approval of the City Manager. Maximum accrual under these circumstances shall not exceed twice the regular year-end carry-over. Adjustments of carry-over vacation leave balances shall be based on accrued balance at the end of the first pay period paid in the new calendar year.

## **ARTICLE 30. Holidays**

All regular employees shall be entitled to eleven (11) holidays per year for which they shall receive full pay at their standard rate. Holidays shall be credited at the work schedule of the respective employee. (Example: employees scheduled to work ten (10) hour shifts shall receive ten (10) hours for the holiday when taken; employees scheduled to work eight (8) hour days shall receive eight (8) hours off.) If an employee is unable to use accumulated holidays, then the Employer shall convert unused days into vacation time at the beginning of the next calendar year. Those employees who are deemed essential to operations, and are required to work the holiday, shall be paid at a rate of one and one half (1½) times their regular rate for the holiday worked. The Employer and the F.O.P. agree to designate those employees who are essential for operations and put this in writing. Employees shall be allowed to use any of the eleven holidays at their discretion throughout the calendar year dependent upon staffing and department needs. If the department staffing and department needs do not allow for an employee to take the holidays off, the remaining holidays shall be converted into vacation as set forth above. If an employee leaves employment with the City, that employee is responsible for any negative balance accrued through using holidays before the date of the holiday.

Authorized Holidays shall be:

|                               |                               |
|-------------------------------|-------------------------------|
| New Year's Day                | January 1st                   |
| Martin Luther King's Birthday | Third Monday in January       |
| Washington's Birthday         | Third Monday in February      |
| Memorial Day                  | Last Monday in May            |
| Independence Day              | July 4th                      |
| Labor Day                     | First Monday in September     |
| Veteran's Day                 | November 11th                 |
| Thanksgiving Day              | Fourth Thursday in November   |
| Day after Thanksgiving        | Friday Following Thanksgiving |
| Christmas Eve Day             | December 24th                 |
| Christmas Day                 | December 25th                 |

**ARTICLE 31. Sick Leave**

A. Regular employees who work a forty (40) hour week shall earn medical leave credit at the rate of four (4) hours, per full pay period. Sick leave shall be credited only as earned. Sick leave shall accrue from the date of employment, but may not be used until the employee completes ninety (90) days of employment.

B. Unused sick leave may be accumulated up to a maximum of one thousand six hundred (1600) hours without forfeit. Upon retirement, the Employer shall pay the employee for unused sick leave at a rate of four (4) to one (1) (e.g., four (4) hours sick for one (1) hour pay) for the unused balance up to five hundred twenty (520) hours, for a maximum pay out of 130 hours.

C. Any employee incurring a non-duty related illness or injury shall be granted sick leave with full pay and benefits up to the amount of that employee's accumulated sick leave credit balance or other earned leave.

D. A duty-related illness or injury shall not be charged against the employee's accumulated sick leave balance.

E. In the event another Police Department employee becomes seriously ill and his/her accumulated leave balances expire before his/her return to employment or termination, then other members of the Police Department may elect to donate their leave balances to the member in need of assistance at the discretion of management. Donated balances shall be made from accrued vacation balances.

**ARTICLE 32. Funeral/Bereavement Leave**

In case of death of a family member, a regular full-time employee may be granted leave of absence with pay as follows:

A. Funeral/bereavement leave is authorized following the death of a spouse, child, brother, sister, parent, grandparent, grandchild or great-grandparent (includes step, foster and in-law relations). The period of absence not charged to any accrued balance may be for as many as three (3) consecutive days. One of the three (3) days must be the day of the funeral or memorial service unless the funeral or memorial services occurs on a holiday or weekend. In such cases, the three (3) allowable consecutive days of authorized absence must be taken immediately prior to or immediately following the holiday or weekend.

B. Funeral/bereavement leave for relatives not specified in subsection (1) above shall be authorized in a leave with pay status (not charged to any accrued balance) only for the day of the funeral or memorial service for the purpose of attending the funeral or memorial service. Documentation may be required, (including, but not limited to, an obituary), prior to such leave being granted.

C. Requests for additional time off (in the form of vacation) in conjunction with funeral/bereavement leave will be allowed to the extent that such requests can be reasonably accommodated.

D. If a regular employee is first notified during a workday of the death of a spouse, parent or child, the remainder of that workday may be granted off without charge to any leave and is in addition to other paid absences.

E. A regular employee may submit a written request to the department director for up to three (3) additional eight (8) hour working days off with pay if either (1) the funeral/bereavement is for a parent, spouse or child (whether the child resides with the parent or elsewhere; or (2) the employee will be attending a funeral that is in excess of three hundred seventy-five (375) miles from St. Joseph.

### **ARTICLE 33. Military Leave**

A. Regular full-time employees who are or become members of the organized military reserve units of the United States, when ordered to active duty for training, shall be granted military absence with full pay and allowances not to exceed one hundred twenty (120) hours in any Federal fiscal year. Incremental periods as short as eight (8) hours may be approved (not to exceed one hundred twenty (120) total hours) for reservists who are scheduled to attend related military courses or perform duty tours shorter than fifteen (15) calendar days in duration. Such leave shall count all days of military obligation, including weekends or holidays. Such leave shall not be deducted from accrued vacation credits or result in any loss of such credit for the period of military absence. In instances where ordered to active duty or training in the service of the State of Missouri, payment for any period beyond one hundred twenty (120) hours, shall be limited to any amount necessary to ensure the employee's gross earnings are at least equal to the regular earnings they would have received had their City employment not been interrupted by military service. (RSMo 105.270, as amended.)

B. Employees may elect to charge day(s) of weekend drill against the cumulative annual one hundred twenty (120) hour limit if their normally assigned work shift(s) coincides with weekend drill assemblies. This practice is intended only to set policy for the period during which the City will maintain full pay and benefits and is not intended to set limits on active service with a reserve component which would in any way conflict with the Uniformed Services Employment and Re-employment Act of 1994.

C. Before any payment of salary is made covering the period of leave, an officer or the employee, shall file a copy of the official order, which established the active duty period with their department director; with a copy provided to the Human Resources Director.



D. The provisions of the Uniformed Services Employment and Re-employment Act of 1994 shall apply to all circumstances of Federal service, which are not specifically set out in subparagraphs A through C of this Article 33.

E. Period of military absence shall not interfere with vacation time requested by any other employee.

#### **ARTICLE 34. Jury Duty/Leave**

A. An employee called for jury duty shall notify his/her supervisor and at the conclusion of such duty present a signed statement from a Court Clerk, or other evidence, showing the actual time in attendance at Court.

B. Employees shall be paid in full by the Employer for such time actually served. In the event that employees serve jury duty on days other than when scheduled on a shift, the Employer shall not be required to provide compensation to the employee.

C. Employees called upon to be a witness for another party by subpoena (except those testifying in the line of duty) shall follow the same procedures as employees called on for jury duty. Those called to testify for another Employer, or solely on their own behalf, shall charge such time to vacation or other available leave balances.

D. Employees not selected for jury duty on the day called shall return to duty. If selected for jury service, the employee shall be excused from duty for the remainder of that duty day.

#### **ARTICLE 35. Family Leave**

Family leave shall be granted to employees of the Police Department and shall be governed by guidelines set forth by the Family and Medical Leave (FMLA) Act adopted by the Federal Government. An employee shall request in writing, when possible, for any extended period of leave that the employee has prior knowledge of. The employee shall be allowed to use any accrued sick, vacation, compensatory or holiday leave during this time if the employee so desires; concurrent with the City of St. Joseph Personnel Manual.

#### **ARTICLE 36. Job-Related Medical Leave of Absence**

Chapter 287, RSMo, and Section 10 of the City of St. Joseph Personnel Manual shall govern payments for a personal injury arising out of and in the course of employment.

**ARTICLE 37. Out of Title and Specialty Pay**

A. Out of title pay will be paid to an employee when he/she is assigned and performs work in a higher pay classification as approved by the Police Chief. The Administration and the F.O.P. will establish guidelines for regulation of this Article. Payment shall be at least five percent (5%) higher than the pay he/she is currently receiving.

B. Employees assigned to FTO work shall be paid a five percent (5%) increase on their current hourly wage while performing as an FTO.

C. Prior to traveling for training or other official business, each bargaining member shall opt to be paid at seventy-five percent (75%) of the prevailing per diem rates (in which case the member will not have to produce receipts upon returning); or opt to follow the Employer's Travel Reimbursement Policy.

**ARTICLE 38. Compensation**

A. The F.O.P. will be notified immediately if there are any changes in compensation planned or implemented by the Employer.

B. Bargaining unit members' rates of pay shall not be decreased during the term of this Agreement, except as otherwise provided in this Agreement.

C. The City agrees to reopen negotiations on Article 38 of this Agreement at least six (6) months prior to the start of FY 2012 and FY 2013 and FY 2014 and FY 2015.

**ARTICLE 39. Uniforms and Communications Allowance**

A. Upon initial employment each commissioned officer shall receive the following; the employee will be responsible for all additional charges for any deviation from the standard issue unless it is determined to be a reasonable accommodation under the ADA:

- (1) Three long sleeve class A shirts;
- (2) Three short sleeve class A shirts;
- (3) Four pairs of class A pants;
- (4) Two ties;
- (5) Winter jacket;
- (6) Eight point police style hat and hat badge;
- (7) Badge;
- (8) Name tag;
- (9) Gun belt;
- (10) Retention holster for handgun;
- (11) Radio case;
- (12) Double magazine case;
- (13) Double handcuff case;
- (14) Flashlight holder/ring;

- (15) Mace case;
- (16) Four belt keepers;
- (17) Key holder for duty belt; and
- (18) Holder for expandable baton.

This initial issuance of uniforms and accessories shall delay the start of the monthly clothing allowance payments to officers until the first pay period of the fourth month of employment. These items will become the property of the employee upon completion of one (1) year of service with the Police Department with the exception of the badge, which will become the property of the employee only if the employee retires in good standing. The employee shall be entitled to keep any and all badges for any rank he/she attained as a member of the Police Department. Should an officer separate from the department following one (1) year of employment, all items of the initial issue, with the exception of his/her uniform, shall be returned to the department; provided, however, that all uniform patches shall be returned to the department.

B. The Employer shall provide a uniform and communications allowance in the following amounts: Twelve Hundred Dollars (\$1,200.00) per year or One Hundred Dollars (\$100.00) per month per employee in this unit as of FY2011; (2) One Thousand Three Hundred Fifty Dollars (\$1,350.00) in FY2012; (3) One Thousand Five Hundred Dollars (\$1,500.00) in FY2013.

C. Uniform allowance shall be for the maintenance of and replacement of uniforms that are in use, but shall not be for the purchase of new uniforms that are, or may be, required by the Employer or the administration.

D. Any change in the uniforms initiated by the Employer, or the Police Chief, shall be at the expense of the Employer.

E. The Employer agrees to provide each employee with such safety equipment necessary to perform his/her duties without cost to the employee. The Employer also agrees to replace such safety equipment, when needed, and to maintain such equipment, as listed below, in a good and safe condition:

- (1) Flashlight (rechargeable type);
- (2) Handgun and three magazines;
- (3) Handcuffs (1 pair);
- (4) Ammunition;
- (5) Protective body armor (to be replaced in five (5) year intervals from date first issued);
- (6) Pepper spray (mace);
- (7) Expandable baton;
- (8) Raincoat; and
- (9) Radio, hand mic and charger.

F. When an employee shall suffer the loss of necessary wearing apparel or other necessary personal effects in the course and scope of his/her employment (such as prescription eyeglasses, hearing aids, etc.) as a result of an on-the-job incident, said employee shall report such loss by the end of the duty day in which the loss occurred. A claim for reimbursement of cost for replacement or repair will be submitted to the Police Chief for a determination of whether reimbursement will be approved. Disbursement shall be accomplished by the Director of Financial Services upon approval by the Police Chief.

#### **ARTICLE 40. Filling of Job Openings**

A. When a vacancy occurs in Police Department staffing, it shall be filled within ninety (90) days upon official severance of the vacating department member from the St. Joseph Police Department. In the event the position is not filled within sixty (60) days, the Chief shall notify the F.O.P., in writing, and agree to meet with the F.O.P. to discuss the reason the position will not be filled within ninety (90) days. The Chief and the F.O.P. may mutually agree to an extension.

B. When a promotional vacancy occurs in the Police Department, it shall be filled within a reasonable period of time, but not to exceed forty-five (45) days, this shall include any position even those in which an annual eligibility list is not created (exempt employees). A promotional vacancy shall be defined as a vacancy in a budgeted Police Department position.

#### **ARTICLE 41. Health Insurance Benefits**

The Employer agrees to provide health insurance benefits to all employees. Modifications may be made by the Employer with respect to the carrier, the deductibles, the schedule of benefits and/or the employee's costs and payments for coverage for such benefits during the term of this Agreement. The Employer agrees to provide the F.O.P. with complete access to the information that is not protected by federal or state law concerning such modifications, i.e., bid specifications and financial records.

#### **ARTICLE 42. Pension Plans**

The Employer desires to have a pension plan for employees. The Employer agrees to sponsor a pension plan of the bargaining unit commissioned officers of the St. Joseph Police Department and contribute an amount deemed actuarially necessary to ensure that sufficient plan assets are available to make payments when due. The Employer may take any and all actions it deems necessary to comply with federal and/or state regulatory actions. The Employer shall meet with the F.O.P. to discuss the issues to be dealt with by the Employer and possible solutions.



**ARTICLE 43. Savings Clause**

A. If any provision of this Agreement, or the application of such provision, should be declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

B. The F.O.P. acknowledges that it had an unlimited right and opportunity to present proposals for consideration and inclusion in this Agreement.

**ARTICLE 44. Successors**

This Agreement shall be binding upon the successors of the parties hereto, and any provisions, terms or obligations herein contained shall not be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation or transfer of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

**ARTICLE 45. Duration of Agreement**

This Agreement shall become effective as of the date on which it is formally adopted by the City Council and shall continue in full force and effect until January 1, 2015; and shall automatically renew itself for yearly periods, terminating December 31st of each succeeding year unless either the Employer or the F.O.P. shall give the other written notice of at least one hundred twenty (120) days prior to the termination date of its desire to cancel, modify or amend this Agreement; in which case the Agreement shall end at the specified termination date. The parties may agree to extend the Agreement for specific periods of time after it expires. Negotiations shall commence no later than (30) days after the F.O.P. gives the required notice.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF ST. JOSEPH, MISSOURI**

By: \_\_\_\_\_  
Vincent J. Capell,  
City Manager

A T T E S T :

\_\_\_\_\_  
Paula Heyde,  
City Clerk

**FRATERNAL ORDER OF POLICE,  
LODGE #3**

By: \_\_\_\_\_  
Mike Hardin,  
President

A T T E S T :

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney