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## PREAMBLE

This Agreement is entered into by the City of St. Louis Missouri ("City"), a body politic, hereinafter referred to as the "Employer", and the St. Louis Police Officer's Association/Fraternal Order of Police Lodge 68 and their respective successors. The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Association representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Association to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions. In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## ARTICLE 1 – RECOGNITION

### Section 1. Unit Description

The Employer hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time commissioned personnel of the St. Louis Metropolitan Police Department holding the rank of Police Officer, Probationary Police Officer, or Police Officer Trainee as set forth below.

Included: All full-time commissioned personnel holding the rank of Police Officer, Probationary Police Officer, or Police Officer Trainee employed by the Department.

Excluded: All other employees employed by the Employer including Police Officers regularly assigned to work out of the following offices: Chief of Police administrative staff; Law Department; Internal Affairs investigative staff; and supervisory, managerial and confidential employees.

### Section 2. Non-bargaining Unit Employees Performing Bargaining Unit Work

Sergeants may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by Sergeants shall not cause any layoffs of bargaining unit employees.

Airport Police Officers and Airport Police Sergeants may continue to perform bargaining unit work limited only to work performed at Lambert International Airport

until such time as the St. Louis Lambert International Airport Police are integrated into the St. Louis Metropolitan Police Department at which time the commissioned employees will become part of this bargaining unit. Within at least 30 days prior to the integration of the St. Louis Lambert International Airport Police with the St. Louis Metropolitan Police Department, the parties will reopen negotiations for the terms and conditions of employment of the new employees only.

City Marshals may continue to perform bargaining unit work limited to courtroom and building security on the premises of City owned buildings and prisoner transport related directly to municipal court operations, or special details.

Law Enforcement Officers from other jurisdictions who are cross-commissioned with police powers in the City of St. Louis by the Employer may perform bargaining unit work so long as it does not result in the layoff of any bargaining unit employee or the reduction of the manning table for Police Officers and Probationary Police Officers. The Employer agrees that it will not cross-commission, deputize or in any other way empower law enforcement officers from another jurisdiction to perform bargaining unit work or exercise police powers within the City of St. Louis with the exception of the St. Louis County Police Department, University City Police Department, and Washington University Police Department, or any other agency approved by the union.

Except as provided for under this section, bargaining unit work shall only be performed by bargaining unit members.

### **Section 3. Definitions**

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used:

1. "Association" means the St. Louis Police Officers Association/Fraternal Order of Police Lodge 68, and its officers and representatives authorized to act on its behalf.
2. "City" or "Employer" means the City of St. Louis Missouri, its designees and/or successors.
3. "Department" means the St. Louis Metropolitan Police Department.
4. "Chief" means the Chief of Police of the St. Louis Metropolitan Police Department or his lawful designee.
5. "Employee" and "Officer" mean all commissioned officers of the St. Louis Metropolitan Police Department, except those specifically excluded in this agreement, holding the rank of Police Officer, or Probationary Police Officer, or Police Officer Trainee.

6. "Bargaining Unit Work" means any work commonly considered to be a law enforcement function and/or work currently performed by Police Officers and Probationary Police Officers of the St. Louis Metropolitan Police Department within the corporate limits of St. Louis or upon property owned by the City, including but not limited to, the following: enforcing criminal laws and traffic laws; responding to radio calls for police; investigating crimes; making arrests; processing crime scenes; seizing evidence; and, keeping the peace and providing for the general security of the city and its residents.
7. "Service" or "Employment" with the Department shall mean continuous employment with the Employer and its predecessor, the Board of Police Commissioners of the City of St. Louis.
8. "Job Class" for purposes of this agreement means rank.
9. "Manning Table" means the Commissioned Employee Staffing Report.

#### **Section 4. Police Officer Trainees**

Beginning with the first Police Academy class following the ratification of this agreement, all Recruits in Training shall hold the rank of Police Officer Trainee during their initial Police Academy training. For the purposes of this Agreement, the Employer shall retain sole discretion for determining acceptable performance of Police Officer Trainees and may terminate their employment with or without cause. An employee's twelve (12) month probationary period shall not commence until he/she has successfully graduated from the Police Academy and been promoted from Police Officer Trainee to Probationary Police Officer.

## **ARTICLE 2 - NON-DISCRIMINATION**

### **Section 1. Prohibition Against Discrimination**

The Employer and Association prohibit discrimination on the basis of race, sex, religion, color, age (40 years and older), national origin, ancestry, disability, political affiliation and/or beliefs, marital status, sexual orientation, gender identity or expression, or genetic information in connection with terms or conditions of employment covered by this collective bargaining agreement. This policy prohibits retaliation against an employee who files a complaint and employees who report discrimination or who cooperate in an investigation of a complaint of discrimination.

The Employer and Association agree that the mandatory retirement age of sixty-five (65) does not constitute illegal discrimination under this Agreement or under current state and federal law.

*(T/A 03/14/14)*

## **Section 2. Association Membership or Activity**

Neither the Employer nor the Association shall interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employees because of lawful Association membership or non-membership activity or status.

*(T/A 03/14/14)*

## **Section 3. Disabilities**

This Agreement incorporates the City of St. Louis Department of Personnel Joint Regulation No. 2 Reasonable Accommodation Policy, provided, however, an employee or the Association may appeal a decision either through the procedure referenced in Article IX of Joint Regulation No. 2 or Article 12 of this Agreement.

# **ARTICLE 3 - MANAGEMENT RIGHTS**

Except as otherwise expressed in this Agreement, the Association recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the officers of the Police Department, in all aspects, including, but not limited to, all rights and authority granted by law including those rights and powers granted by Missouri statutes and City Charter.

Management rights include the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

1. To maintain executive management and administrative control of the Police Department and its properties and facilities and the staff.
2. To plan, direct, control, assign and determine the operations or services to be conducted by officers of the Police Department.
3. To determine the methods, processes, means, job classifications and number of personnel by which the Police Department operations are to be conducted.
4. To select, hire, promote, schedule, train, assign and evaluate work of bargaining unit officers.
5. To direct and supervise the entire working force of the Police Department, including the establishment of work standards.

6. To demote, suspend, discipline, or discharge officers for just cause and to discipline or terminate Police Officer Trainees and Probationary Police Officers, except those Probationary Police Officers who hold such rank due to demotion, with or without just cause.
7. To make, add, delete, alter, and enforce procedures, rules and regulations.
8. To introduce new or improved methods or facilities.
9. To contract out for goods and services.

The Employer has the sole authority to determine the purpose and mission of the Police Department.

### **Section 1. Other Employment**

Any and all employees covered by this Agreement who desire to perform policing related work for an entity other than Employer shall seek-prior approval for such employment from the Employer in accordance with the policies of the Department relating to secondary employment. Employees may work up to 32 hours of other employment in any work week (not including additional hours worked by an officer on his regularly scheduled days off). The Employer agrees that it shall not unreasonably withhold permission to work secondary employment, except that the Employer may, at its discretion, place additional restrictions on other employment performed by Police Officer Trainees.

Any employee working for an entity shall hold the Employer and the Association harmless against any and all claims, demands, suits or other forms of liability involving his work for another entity.

In the event an employee is employed by any entity, said employment shall not affect the performance of his duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall constitute, nor appear to constitute, a conflict of interest with employment for the St. Louis Metropolitan Police Department. Should the Employer determine that an officer's outside employment does not conform to the requirements set forth in this Section, the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation to the order.

The Employer agrees that it shall not engage in favoritism or disparate treatment in the course of notifying employees of available law enforcement related secondary employment.

Employees shall be prohibited from working secondary employment under the State, a political subdivision of the State, or any agency established by authority of the laws of the State of Missouri, or employment by the Federal Government or agencies of

the Federal Government, except that nothing in this section shall be construed as to prohibit employees from receiving compensation through the Employer for work paid for by State or Federal agencies or other political subdivisions.

## **Section 2. Civil-Emergency Conditions**

If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to an Association representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by the terms of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity. The Employer agrees to return to normal operations as soon as the conditions that led to the declaration of an emergency no longer significantly interfere with the operations of the Department. The definition of emergency set forth in this section shall apply throughout this Agreement unless otherwise defined in and applied to other sections of this Agreement.

# **ARTICLE 4 - SUBCONTRACTING AND OTHER TRANSFERS OF BARGAINING UNIT WORK**

## **Section 1. General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency. Such subcontracting shall not cause the layoff of any bargaining unit employee nor a reduction to the manning table for bargaining unit employees.

## **Section 2. Filling Overtime**

When overtime is made available for bargaining unit work, it shall first be offered to bargaining unit members on a first-come-first-serve basis within their assignment. When an insufficient number of bargaining unit members accept the offered overtime, the Department may offer it to other commissioned personnel of the Department.

## **ARTICLE 5 - DUES DEDUCTION AND FAIR SHARE**

### **Section 1. Association Membership**

Membership in the Association shall be open to all employees in accordance with the Association's Constitution and By-Laws.

### **Section 2. Dues Deduction**

Upon receipt of a written and signed authorization form (attached as Appendix A) from an employee, the Employer shall deduct the amount of Association dues and initiation fees, if any, set forth in such form and any authorized increases therein, and shall remit such deductions per pay period to the Association at the following address:

3710 Hampton Avenue  
St. Louis, MO 63109

The Association shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 3. Dues**

With respect to any employee on whose behalf the Employer receives a written and signed authorization form (attached as Appendix A), the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Association by the Tuesday following the issuance of pay from which the deductions are made along with a written list of all members from whom dues were collected and a separate list of all employees who commenced or discontinued payment of dues and a reason for such change in payment of dues, except that such remittance may be delayed by one day should a holiday recognized under this agreement fall on that Tuesday or the Monday immediately prior thereto.

The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Association.

### **Section 4. Fair Share**

Any present employee who is not a member of the Association shall be required to pay a fair share (not to exceed the amount of Association dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. Upon request of Employer, Association shall provide Employer with all information reasonably requested for the purpose of determining whether the fair share amount is appropriate and does not include amounts for inappropriate expenses. The Employer shall with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and



owing, and shall forward said amount to the Association on the Tuesday following the issuance of pay from which the deduction is made, subject only to the following:

1. The Association has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;
2. The Association has certified to the Employer that the affected employee has been notified in writing via US Mail or their department email address supplied to the Association by the Employer of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Association of his obligations pursuant to this Article and of the manner in which the Association has calculated the fair share fee;
3. The Association has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before the Civil Service Commission for the purpose of determining and resolving any objections the employee may have to the fair share fee.
4. Upon objection by the employee based on bona-fide religious grounds, the fair share obligation shall be paid to Backstoppers.
5. The Fair Share procedures of this Article will continue to comply with the substantive components of such a procedure required by City ordinance.

#### **Section 5. Indemnification**

The Association shall defend, indemnify and hold harmless the Employer from any and all liability arising out of any claim or cause of action, whether in law or equity, brought by any employee as a result of deductions being taken pursuant to this Article 5, Section 4.

## **ARTICLE 6 - NO STRIKE/NO LOCKOUT**

#### **Section 1. No Strike Commitment**

Neither the Association nor any of its officers or agents may call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, unauthorized absence, picketing of the Department over terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Association nor any officer shall refuse to cross any picket line, by whoever established. This Section does not apply to informational picketing, handbilling and other forms of protected speech designed to communicate with the public about issues of concern to the Association. Such communications shall not request any kind of work stoppage. The Association's right to conduct informational picketing or handbilling as set forth herein shall be subject to the following conditions: 1) no picketing or handbilling on Department property, 2) no person shall represent himself as

speaking as a member of or on behalf of the Police Department, 3) persons engaging in such activities shall be off-duty, and 4) persons engaging in such activities shall not be in police uniform.

## **Section 2. Performance of Duty**

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the City. The Association agrees that no disciplinary action or other action will be taken by the Association against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

## **Section 3. Resumption of Operations**

In the event of action prohibited by Section 1 above, the Association immediately shall disavow such action and request the officers to return to work, cease work slowdown or cease all other actions prohibited by Section 1 and shall use its best efforts to achieve a prompt resumption of normal operations. The Association, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

## **Section 4. Discipline of Strikers**

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the disciplinary procedure of the Employer.

## **Section 5. No Lockout**

The Employer will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Association.

# **ARTICLE 7 – INTERNAL TRANSFERS**

## **Section 1. Internal Transfers within the Same Job Class**

1. If a new position is created or if there is a vacancy in a unit, it shall be posted by e-mail notice for fourteen (14) days and shall be provided to the Association at the time of posting. Provided that performance, skill and ability are relatively equal based upon demonstration of these attributes over the course of the employees' employment, the position shall be awarded to the most senior employee bidding for it based on Department seniority, as measured from the date of Employee's initial date of employment. Employees on authorized leave shall be eligible to bid provided they meet the posting deadline. The Department shall not consider past or pending internal complaints in determining the performance, skill and ability of

an employee bidding for a vacancy or new position, other than sustained complaints within the last three (3) years or open, filed criminal complaints.

2. The foregoing provision shall not apply to transfers within the Intelligence Unit. The Police Chief's selection within the Intelligence Unit shall not be grievable, provided that the number of bargaining unit members assigned to the Intelligence Unit does not exceed 30 officers.
3. If no qualified employees bid for an opening, it may be re-posted or the Chief may fill the position with a qualified employee within the same job class who agrees to accept the position.
4. An employee shall be in trial status for the first thirty (30) days in a new position for which he is the successful bidder, during which period he may be disqualified for good cause and returned to his former assignment without loss of seniority rights.
5. Nothing in this Article shall be construed as to apply to Police Officer Trainees.

## **Section 2. Temporary Assignments within the Same Job Class**

The Chief may reassign or detach employees temporarily for no more than one (1) year for operational needs of the Department to positions within the same job class. If any such action does exceed one year, the position so occupied shall be posted for bid in accordance with paragraph 1 above, provided however that this provision does not prohibit the temporary reassignment of employees for in-service training or internships. Detachments, reassignments and internships shall not be used for the purpose of defeating the seniority rights established herein. Time spent in a detachment, reassignment or internship shall not be considered in determining the performance, skill and ability of an employee bidding for a vacancy or new position.

## **Section 3. Reductions in Platoons or Units**

When the number of employees in a platoon or unit is to be reduced for more than thirty (30) days, the Department shall request volunteers for reassignment, but if there are an insufficient number, then provided performance, skill and ability are relatively equal based upon demonstration of these attributes over the course of the employees' employment, the reductions shall be by inverse Department Seniority and in the case of ties, by time within the platoon or unit. Employees transferred within the same job class as a result of such platoon or unit reductions shall be entitled to existing vacancies within the same job class for which they are qualified provided they have relatively equal performance, skill and ability for the assignment based upon demonstration of these attributes over the course of the employees' employment. If two or more such employees claim a vacancy the Department shall award the job according to Department Seniority provided performance, skill and ability are relatively equal based upon demonstration of

these attributes over the course of the employees' employment. The Department shall provide the union with a copy of the manning table on a weekly basis.

#### **Section 4. Minimum Qualifications for Specialized Units**

The minimum qualifications for any job shall be determined by the Department of Personnel, in consultation with the Department, along with the tests for fitness for the positions as provided for under the Charter and the Rules and Regulations. The Department agrees that it shall not establish as a minimum requirement for an internal transfer to a position within the same job class for any specialty assignment, a time in rank of less than two (2) years. The Department shall notify the Association of any new job qualifications for internal transfers within the same job class prior to the final approval by the Chief. Either party may call a meeting of the Labor-Management Committee within seven (7) days to discuss the job qualifications. If requested, the Labor Management Committee shall meet no later than ten (10) days from the notice to discuss the qualifications before final approval.

#### **Section 5. Transfers within Job Assignments**

Employees assigned to patrol districts, district desks, or district detective bureaus may be voluntarily transferred to another district within their current job assignment in order to fill a vacancy or newly created position in that same job assignment (i.e., a North Patrol desk officer voluntarily moving to the Central Patrol Desk). Such vacancies need not be posted for bid in such situations.

#### **Section 6. Involuntary Transfers within the Same Job Class**

Involuntary transfers shall not be made in retaliation for employees exercising union rights provided for in this CBA, or for other unlawful reasons. Upon request, the Department shall give a written reason for an involuntary transfer. The restrictions on involuntary transfers in this section and the requirements for filling vacancies in Article 7 shall not apply to transfers into or out of the Intelligence Unit, provided that the number of bargaining unit members assigned to the Intelligence Unit does not exceed 30 officers.

## **ARTICLE 8 - ASSOCIATION RIGHTS**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

#### **Section 1. Released Time for Association Meetings**

Subject to the need for orderly scheduling and emergencies, the Employer agrees that members of the Association's Executive Board or their designated division alternate shall be permitted reasonable time off, not to exceed eight hours per month, without loss of pay, to attend general, board or special meetings of the Association, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of such officials and employees shall be certified in writing to the Employer. The certified employees shall not modify their schedule in an effort to be on duty at the time a general, board or special meeting of the Association is scheduled.

## **Section 2. Grievance Processing**

Reasonable time while on duty shall be permitted Association representatives for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

## **Section 3. F.O.P. Delegates**

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Association and submitted to the Employer with at least fourteen (14) days notice, be given two days off without the loss of pay to attend such convention or conference. Delegates shall be granted additional time to attend FOP conferences with loss of pay with the total time off not to exceed one (1) week; provided however, the delegates may use any accrued time off for the conference time in excess of the two paid days. No more than twelve (12) employees may take leave as a delegate under this provision. Requests for attendance shall be subject to the approval of the employer which shall not be unreasonably denied.

## **Section 4. Association Negotiating Team**

No more than six (6) members designated as being on the Association negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Association negotiating team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session. Association negotiating team members assigned to a shift following the negotiations shall be granted an amount of comp time equal to the length of the negotiations.

## **Section 5. Bargaining Unit Member List**

The Employer will furnish the Association with a current list of all bargaining unit members holding the rank of Police Officer, Probationary Police Officer or Police Officer Trainee on a quarterly basis, identifying the employee's name, Department Service number, work mailing address, date of appointment and place of assignment.

## **Section 6. Bulletin Boards**

The Employer agrees to furnish and maintain suitable bulletin board space in convenient places in work areas to be used by the Association for notices to its members, as reasonably requested by the Association.

## **Section 7. Intra-office mail system**

The Employer will permit the President or Vice-President of the Association to use the Department's electronic and intra-office mail system for the purpose of notifying members of the Association and/or members of the bargaining unit of the date, time and location of a general membership meeting and other reasonable uses as determined by the Association so long as it shall not include commentary on department policies, practices or management. Division Representatives will be permitted to use the Department's electronic and intra-office mail system for the purpose of communicating with members of their division under the same restrictions herein. The Employer agrees to provide the Association's Business Manager with full access to changes in Department policies, procedures or orders.

## **Section 8. Police Officer Trainee Class Announcement**

The Employer shall allow the Association a period of time not to exceed one (1) hour to address each Police Officer Trainee class relating to information about the Association and the collective bargaining agreement. Release time shall be granted for up to two (2) employees designated by the Association to speak to a Police Officer Trainee class. No competing union shall be granted such access to Police Officer Trainee classes. The Employer agrees that neither its academy staff nor other agents of the employer shall in any way discourage Police Officer Trainees from considering membership in the Association.

## **Section 9. Roll Call Announcement**

Upon reasonable advance notice to the Watch Commander and the Watch Commander's consent, a representative of the Association may notify fellow officers of Association business at roll call. The Watch Commander's consent shall not be unreasonably withheld.

## **Section 10. Distribution of Agreement**

Within thirty (30) days after this agreement is approved by the Employer, the Employer shall display the agreement and any benefit plans it incorporates on the password protected part of its website so that it is accessible to all members of the bargaining unit; provided, however, that any economic issues shall be excluded until passage of the Compensation Ordinance.

## **Section 11. Access to Members**

With the prior approval of the Police Chief, the Employer shall provide the Association representatives with access to members of the bargaining unit at their work assignments for the purpose of conducting union business except that the Department may require Association representation to sign a log book recording the time and date of their entry and the Department may restrict access to sensitive areas of Police buildings.

## **Section 12. Newsstands**

The Employer agrees to allow the Association to place newsstands containing the Association's monthly publication in all buildings where members of the bargaining unit report to work in a convenient and conspicuous location within each building. The newsstands shall be provided at the expense of the Association.

## **Section 13. FOP Disaster Trailer**

The Employer agrees that on any occasion when the Missouri State FOP Disaster Trailer has been activated and deployed to respond to a formally declared disaster or state of emergency, up to two employees designated by the Association shall be provided up to seven (7) days of paid release time, excluding overtime unless so reimbursed by a state or federal agency, not to exceed the duration of the deployment, for the purpose of manning the FOP Disaster Trailer.

# **ARTICLE 9 - INVESTIGATIVE RIGHTS**

## **Section 1. Conduct of Investigations and Rights of Officers**

The procedures set forth in this section shall apply prospectively to investigations initiated after the effective date of this Agreement. All investigations initiated prior to, and still pending as of, the effective date of this Agreement shall be governed by the predecessor agreement. The procedures for and rights of employees in connection with internal investigations as they apply to commissioned officers holding the rank of Police Officer or Probationary Police Officer are set forth in Rule 7, Sections 7.001 through 7.004 and Sections 7.006 through 7.016 of the Police Manual, in effect November 4, 2013, subject to the changes set forth in the following paragraph. If the Department formally adopts any further changes to Rule 7, Sections 7.009, 7.010, 7.013, 7.014 or 7.015, the Association shall be given notice and may elect whether or not to incorporate the modified language into this Agreement.

Section 7.004.A – “the Board of Police Commissioners” is deleted.

Section 7.004.C.3.q – “at a Civil Service hearing” is substituted for “in a Board Trial”.

Section 7.004.C.5 – “the Chief of Police” is substituted for “the Board”.

Section 7.004.C.6 – “the Chief of Police” is substituted for “the Board”.  
Section 7.004.C.35 – “the Board” is deleted.  
Section 7.011.B – “Board” is deleted.  
Section 7.012 – Deleted  
Section 7.013.B – “the Board of Police Commissioners” is deleted.  
Section 7.013.E – “The Chief of Police” is substituted for “the Board”  
Section 7.014.A – “The Chief or the Chief’s designee” is substituted for “The Secretary to the Board of Police Commissioners”.  
Section 7.014.C – “[T]he Chief or, if appealed, by the Civil Service Commission” is substituted for “the Board of Police Commissioners”.  
Section 7.014.E – The last sentence is deleted.  
Section 7.015.K – “Board of Police Commissioners” is deleted. “[T]he City’s Law Department” is substituted for “Legal Division”.

## **Section 2. Political Activity**

Employees, as First Responders, may engage in the political activity protected by RSMo 67.145. Any other political activity is governed by the City Charter, Civil Service Rules, and Police Manual Section 7.005.

## **Section 3. Administrative Suspension**

A Police Officer shall have the right to appeal an administrative suspension to the Civil Service Commission within ten (10) days of receiving notice of placement on administrative suspension to determine whether good cause exists for placement on administrative leave and may utilize earned discretionary holidays, accrued vacation leave, accrued sick bonus time or compensatory time, for some or all of the suspension period.

If an employee is placed on administrative suspension and the Police Chief thereafter determines that disciplinary suspension or disciplinary leave is warranted, the disciplinary suspension or disciplinary leave shall commence on the effective date of the administrative suspension and if the employee has been on paid leave, such paid leave will not be restored. If the length of time of the disciplinary suspension or disciplinary leave is less than the length of time of the administrative suspension, the employee will be compensated for the length of time on administrative suspension beyond the period of time of the disciplinary suspension or disciplinary leave, by receiving back pay, if docked, or by having paid leave restored, if such paid leave was taken. If the Police Chief determines that a demotion is warranted, the employee shall be returned to duty immediately and receive back pay for the period of administrative suspension, if docked during such time, or have his/her paid leave restored, if such paid leave was taken.

## **Section 4. Civil Service Commission’s Authority**

The Employer and the Association acknowledge and agree that this article is subject to ratification and adoption by the Civil Service Commission. In the event the



Civil Service Commission fails to ratify and adopt this article, the Association has the right to immediately reopen negotiations regarding this article.

## **ARTICLE 10 - PERSONNEL FILES**

### **Section 1. Personnel Files**

The Employer shall keep a personnel file in the City of St. Louis Department of Personnel for each employee within the bargaining unit.

### **Section 2. Inspection of Personnel File in the City of St. Louis Department of Personnel**

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

1. Such inspection shall occur within a reasonable time following receipt of the request;
2. Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
3. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
4. The employee may have a representative of the Association present during such inspection.

### **Section 3. Review of IAD History**

An Employee shall have the right, upon reasonable notice to Internal Affairs Department (IAD), to view the Employee's IAD history and to take notes during the viewing but can not leave with any documents.

### **Section 4. Notification**

Employees shall be given immediate written notice by the Employer when a formal, written warning or other disciplinary documentation is issued. An employee may attach to any material placed within his file a letter of rebuttal, which must remain in the file along with the material. Signing a copy of the disciplinary action shall constitute receipt of notice. The Employee shall be entitled to a copy of the disciplinary notice.

## **ARTICLE 11 - DISCIPLINE**

### **Section 1. Administration and Imposition of Discipline**

The provisions of this article shall apply to commissioned officers holding the rank of Police Officer and, notwithstanding any other provision of this Agreement, Probationary Police Officers holding such rank due to demotion. The provisions of this article shall apply prospectively to discipline initiated by the issuance of an Employee Misconduct Report or an Expedited Consent to Accept Recommended Discipline after the effective date of this Agreement. Where an Employee Misconduct Report or an Expedited Consent to Accept Recommended Discipline has been issued prior to the effective date of this Agreement, the disciplinary process shall be governed by the predecessor agreement. The procedures for and rights of employees in connection with discipline are set forth in Rule 7, Section 7.017 through Section 7.020 of the Police Manual (together with the annexes), in effect November 4, 2013 subject to the changes set forth in the following paragraph. If the Department formally adopts any further changes to Rule 7, Sections 7.018, 7.019 or 7.026-F, the Association shall be given notice and may elect whether or not to incorporate the modified language into this Agreement.

Section 7.017.A – “Chief of Police” is substituted for “Board”.

Section 7.017.B.1 – “Chief of Police” is substituted for “Board of Police Commissioners”

Section 7.017.B.2 - “Chief of Police” is substituted for “Board of Police Commissioners”

Section 7.018.C – Deleted

Section 7.019.D - Deleted

Section 7.020.B.1 – “waiver of appeal and hearing rights” is substituted for “Board Waiver”. The second and third sentences are deleted.

Section 7.020.B.2 – Deleted

Section 7.020.B.3 – Deleted

Section 7.020.B.4 – Deleted

Section 7.021.I – Deleted

Section 7.021.L – the following language is substituted for the current language: The Summary Hearing Board may affirm, increase the recommended discipline (up to a maximum of 15 days) or decrease the recommended discipline.

Section 7.022 - Deleted

Annex 2 – Deleted

### **Section 2. Disciplinary Code**

Rule 7, Section 7.025 (together with the Annex #1) of the Police Manual, including all revisions, in effect November 4, 2013 shall remain in effect subject to the changes in the following paragraph.

Section 7.025.B – Deleted

Section 7.025.D – “the Chief” is substituted for “Board of Police Commissioners”.

### **Section 3. Discipline of less than sixteen (16) days disciplinary suspension or disciplinary leave - Summary Hearing Board**

Discipline of less than sixteen (16) days disciplinary suspension or disciplinary leave, unless accepted by the officer, shall be determined by a Summary Hearing Board ("SHB"). Such discipline shall not be imposed until such time as the SHB reaches its decision in the case. The decision of the SHB shall be final.

No officer shall be appointed to serve on a SHB who has been employed by the Department less than three (3) years.

A SHB panel is selected every six months from a pool of volunteers at all ranks of Police Officer and above. The Association shall select from the pool of volunteers a Police Officer and an alternate Police Officer to serve on the panel. The Chief of Police shall select from the pool of volunteers, for each rank above Police Officer, one officer and an alternate to serve on the panel.

When an officer requests a SHB, the SHB shall consist of: a command rank officer at the rank of Captain or above (who shall serve as Chairperson of the SHB); an officer of the same rank as the accused officer, and; an officer one rank above that of the accused officer. When a SHB must be assembled, the Chief or his designee shall notify the officer from the SHB panel and the command rank officer at the rank of Captain or above from the SHB panel. These two members of the SHB shall appoint the third member, who shall be an officer at the appropriate rank from the SHB panel.

Neither the Inspector of Police nor any other employee assigned to the Internal Affairs Division shall discuss the case with any member of the SHB outside of the hearing or otherwise attempt to influence the SHB's decision. There shall be no intimidation or retaliation against any officer for serving on the Summary Hearing Board.

The decision of the Summary Hearing Board shall be final.

### **Section 4. Discipline of sixteen (16) days or more of disciplinary suspension or disciplinary leave, reduction in rank or termination - Civil Service Hearing**

Discipline of sixteen (16) days or more of disciplinary suspension or disciplinary leave, reduction in rank or termination, may be appealed by the officer to the Civil Service Commission. Irrespective of any provisions of Rule 7 of the Police Manual to the contrary, such discipline is determined by the Chief of Police and may be imposed at the time of such determination.

Upon timely appeal to the Civil Service Commission, a hearing shall be conducted in accordance with the "Evidentiary Hearing Process" policy adopted by the Civil Service Commission, to the extent such policy is not inconsistent with Section 84.344.8 RSMo. Section VII of said policy concerning reduction of back pay shall not apply if the case is continued at the written request of the officer and with the consent of

the Chief until the conclusion of the criminal matter in the trial court. Notwithstanding the provisions set forth in Section VI of such policy, within ten (10) calendar days of the date of the accused member's signature indicating that he/she intends to appeal the discipline imposed, the Department shall produce or make available to the accused member or his/her attorney the following items in the Internal Investigation File pertaining to the discipline imposed and the underlying charges and investigation of those charges:

- 1) Any statements of the accused and witnesses (video, audio and written).
- 2) Any tangible or physical evidence relating to the charges at issue, including but not limited to items such as surveillance videos or photos, 911 tapes, bank or credit card statements and phone and other records.
- 3) Inter-office memoranda relating substantively to the investigation or charges, excluding any attorney-client communications.
- 4) All investigative reports, including I-Leads reports, ICAD reports, INET reports and incident reports.
- 5) ARTS form and any attachments.
- 6) Investigation Information Sheet.
- 7) Advice of rights forms, video or audio recordings.
- 8) ECARD.
- 9) Warrant application; and
- 10) Notice of Discipline.

Further, notwithstanding the provisions set forth in Section VI of such policy, in the case of terminations appealed to the Civil Service Commission, each party shall be entitled to take up to three (3) depositions upon reasonable notice to the other party. Upon request in extraordinary circumstances, the hearing officer acting on behalf of the Civil Service Commission may, in his/her discretion allow additional depositions.

The decision of the Civil Service Commission shall be final.

### **Section 5. Imposed Discipline which Includes Loss of Pay**

In the case of any disciplinary suspension or disciplinary leave, the officer may utilize earned Discretionary Holidays, accrued Vacation Leave, accrued Sick Leave bonus days or Compensatory Time, for up to one half of the suspension or leave period, subject to the Employer's approval.

## **Section 6. Civil Service Commission's Authority**

The Employer and the Association acknowledge and agree that this article is subject to ratification and adoption by the Civil Service Commission. In the event the Civil Service Commission fails to ratify and adopt this article, the Association has the right to immediately reopen negotiations regarding this article.

# **ARTICLE 12 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

## **Section 1. Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Association or any employee regarding the application, meaning or interpretation of a provision of this Agreement or which involves an alleged violation of a provision of this Agreement and excluding discipline issues or other matters that are reserved to the disciplinary processes set forth in Articles 9 through 11 of this agreement. The Association retains the right to grieve the failure of the Department to follow procedures established in Articles 9 and 11.

In order to avoid confusion about the application of the grievance process herein agreed to by the parties, the Employer agrees that it will no longer use the term "grievance" for any internal process used for adjusting disputes that currently exists or is hereafter adopted.

## **Section 2. Informal Dispute Resolution**

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his immediate supervisor. If the employee elects to make his complaint to his immediate supervisor, the supervisor will notify the employee of the decision within ten (10) calendar days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The Association may initiate grievances at the Step 1 described below. Neither the employee nor the Association forfeits the right to pursue further dispute resolution under this Article by seeking Informal Dispute Resolution.

## **Section 3. Representation**

Grievances may be processed by the Association on behalf of an employee, on behalf of a group of employees, or the Association itself. Either party may have the grievant or one (1) grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Association representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

#### **Section 4. Subject Matter**

Unrelated issues shall not be addressed in the same grievance if it is grievant specific. A grievance shall contain a statement of the Association's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or an Association representative. Either party may request of the other that parallel grievances of a similar nature be consolidated at any time prior to a matter being submitted to arbitration. If either party declines the other's request to consolidate such grievances, the requesting party may submit the question of consolidation to the Arbitrator selected to hear the first such matter submitted for arbitration. The Arbitrator shall have the sole authority to determine the appropriateness of consolidating the grievances and hearing them together based on evidence submitted by the parties. The standard of review for the Arbitrator in such matters shall be that the grievances must be substantially similar in nature and that the same facts, issues and requested remedy apply to all of the grievants.

#### **Section 5. Withdrawal and Advancement of Grievances**

Grievances may be withdrawn at any step of the grievance procedure without precedent.

The Association may advance the grievance to the next step if the Employer fails to timely answer. Time limits may be extended by mutual agreement.

Any grievance that is not filed within the time limits set forth in this Article and/or advanced within the time limits set forth in this Article will be considered to be abandoned and waived. Any grievance not advanced within the designated time limits will be treated as resolved based on the last response.

#### **Section 6. Grievance Processing**

No employee or Association representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety. Grievances shall not be investigated by an Association representative during his working hours unless mutually agreed to by the Employer and the Association.

## **Section 7. Grievance Meetings**

A maximum of two (2) employees (the grievant and/or Association Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later unless the employee reasonably believes that the assignment endangers his safety.

## **Section 8. Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

**Step 1.** If no agreement is reached or sought between the employee and the supervisor, as provided for in Section 2 Informal Dispute Resolution, the Association shall prepare a written grievance on a form mutually agreed to as set forth in Appendix B and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision by the supervisor. Within ten (10) calendar days after the grievance has been submitted, the Chief of Police or his designee shall meet with the grievant and the Association Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief or his designee shall respond in writing to the grievant and the Association Representative within ten (10) calendar days following the meeting. The Employer may initiate a grievance at Step 1 and the Association shall respond within ten (10) days. If the Employer is not satisfied with the Association response, the Employer may proceed to Step 3.

**Step 2.** If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Chief of Police or his designee. Within ten (10) calendar days thereafter, the Director of Public Safety or his designee shall meet with the grievant and the Association Representative to discuss the grievance and make a good faith attempt to resolve the grievance. If the grievance is not settled at Step 2, the Director of Public Safety or his designee shall respond in writing to the grievant and the Association within ten (10) calendar days following the meeting. A copy of the response from the Director of Public Safety or his designee shall be forwarded to the Director of Personnel.

**Step 3.** If the grievance is not satisfactorily resolved at step 2, the Director of Personnel shall review the case and shall have fifteen (15) calendar days after receipt of the Step 2 response to propose settlements of the dispute to the union or, in the alternative, to propose mediation to the union. The dispute may, by mutual agreement only, be submitted for mediation. In such cases, the parties shall jointly submit a written request to the Federal Mediation and Conciliation Services ("FMCS") requesting the

services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal and the mediator will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced in writing and signed by the parties. Nothing herein shall prevent the Association and the Employer from entering into any settlement that would not set a precedent for other grievances.

**Step 4.** If the dispute is not settled at Step 3, either party may demand that a grievance be submitted to arbitration within ten (10) calendar days after the mediation is completed, or, if the mediation was not agreed to, then within ten (10) calendar days after the Director of Personnel submits his final proposed settlement to the union. Within fifteen (15) calendar days after the matter has been submitted to arbitration, a representative of the Employer and the Association shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within five (5) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Association. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Association. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Association representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of St. Louis unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Association shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The Employer has a duty to answer the Association's request for information and documents relevant to the investigation of and preparation of a grievance for arbitration before the hearing. Relevant information and documents not so provided shall not be considered by the Arbitrator.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute, including whether the grievance time limits set forth above have been met.



The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and Association. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

### **Section 9. Authority of the Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall have the power to determine the issue and defenses raised by the grievance and answers to it as submitted in writing up through Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension, thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy provided, however, that if monetary damages are awarded, the arbitrator shall only have authority to award a "make whole" remedy that shall never include any punitive damages, attorneys' fees or expert witness fees. A decision rendered consistent with the terms of this Agreement shall be final and binding.

## **ARTICLE 13 – SENIORITY**

### **Section 1. Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the date of commissioned appointment or date of last hire by the City or its predecessor, whichever is earlier.

### **Section 2. Probation Period**

Upon successful completion of his/her training period at the Police Academy as a Police Officer Trainee, an individual shall be eligible for promotion to the rank of Probationary Police Officer. Thereafter, an employee shall be a Probationary Police Officer for a period not to exceed twelve (12) months of employment, excluding his/her

initial time in training at the Police Academy. Promotion of a Probationary Police Officer to the full rank of Police Officer shall be granted unless, in the judgment of the Police Chief, the employee warrants dismissal from the City service. At or before the time that the initial twelve (12) month probationary period is concluded, the Employer shall provide to the Union a full list of all Probationary Police Officers, which includes their promotional status.

In addition to the above matters and issues not grievable under Article 12 of this Agreement, Probationary Police Officers (except those Probationary Police Officers who hold such rank due to demotion) and Police Officer Trainees may not grieve any issue involving his/her layoff. Further, no discipline or termination of a Probationary Police Officer who does not hold such rank due to demotion, or Police Officer Trainee is subject to mediation, arbitration or any disciplinary review or appeal. Upon successful completion of his probationary period as a Probationary Police Officer, a Police Officer shall have seniority as of the date of his employment as a Police Officer Trainee.

### **Section 3. Seniority List**

The Employer and Association have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective, except in the case of employees with identical seniority dates. In the case of such ties, seniority for a specific decision or purpose shall be resolved at the time of the decision or event by the flip of a coin in the case of a tie between two employees and the drawing of numbers from a hat in other cases. Disputes as to seniority listing shall be resolved through the grievance procedure.

### **Section 4. Termination of Seniority**

An employee shall be terminated by the Employer and his seniority broken when he:

1. Quits by oral or written resignation; or
2. Is discharged for just cause or, in the case of Police Officer Trainees or Probationary Police Officers, is discharged under the provisions set forth in this Agreement; or
3. Is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months or the expiration of his POST certification, whichever is greater; or
4. Accepts gainful employment while on an approved leave of absence involving an ability to work from the Police Department unless otherwise approved; or

5. Is absent for two (2) scheduled work days without proper notification or authorization; or
6. Fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days unless rendered incapable; or
7. Retires.

#### **Section 5. Seniority While On Leave**

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence; provided however that if an employee successfully challenges a disciplinary unpaid suspension, his seniority shall be restored.

#### **Section 6. Conflicts in Vacation or Personal Days**

Employees shall select the periods of their annual vacation in accordance with Section 1 of this Article or by mutual agreement of the parties. Any conflict resulting from the selection process shall be resolved by seniority within their current job assignment. The more senior employee by virtue of seniority within their current job assignment shall have first choice.

#### **Section 7. Return of Former Employees**

Employees who voluntarily leave the Department in good standing and later return to the Department shall return with a new seniority date; provided, however, for persons who return within a two year period of time, "time off benefits" such as vacation or personal days will remain based on the original seniority date.

### **ARTICLE 14 - REDUCTIONS IN FORCE**

1. In the event of the necessity of a reduction in the number of employees in the bargaining unit, employees shall be laid off by inverse Department seniority.
2. Recalls to active employment shall be in reverse order of the reduction.
3. The Department shall notify an employee of a recall by a notice mailed to his address and email on file with the Department. A copy shall also be emailed to the Association. The employee shall have two (2) weeks from the date of the receipt of the notice to report for duty or two (2) weeks from the date the Department is notified that the notice is undeliverable. It is the responsibility of

all employees eligible for recall to notify the City of St. Louis Department of Personnel – Police Division of their current address.

4. An employee's recall rights shall terminate two (2) years after the effective date of his layoff or the expiration of his POST certification, whichever is greater.
5. The parties agree to comply with the foregoing procedure for addressing layoffs or reductions in force unless compliance with State or Federal law requires otherwise.

## **ARTICLE 15 - HOLIDAYS**

### **Section 1. Paid Holidays**

Bargaining unit members shall receive fifteen (15) paid holidays per year.

### **Section 2. Designated Holidays**

The Employer designates the following ten dates as "paid holidays":

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

In addition the Employer shall provide to the bargaining unit members five (5) personal holidays which shall be scheduled in accordance with the department policies, except that a Police Officer Trainee shall not be awarded personal holidays until his successful completion of the Police Academy.

*(T/A 03/21/14)*

### **Section 3. Compensation for Designated Holidays**

1. Worked Holidays:

(a) Employees, excluding Police Officer Trainees, will receive four (4) hours of compensatory time if they are required to work a full eight (8) hour shift that begins on any of the following days:

1. January 1<sup>st</sup>
2. Last Monday in May
3. July 4<sup>th</sup>
4. First Monday in September
5. Fourth Thursday in November
6. December 25<sup>th</sup>

(b) In addition, employees who are required to work the afternoon, evening overlay or night watch on December 31<sup>st</sup> will receive four (4) hours of compensatory time.

(c) The compensatory time earned on these days will be banked in an account separate from other overtime hours earned. The duty roster system will indicate that the employee was working on the day and will automatically bank the four (4) hours that were earned. It will not be necessary to complete an overtime form.

(d) Compensatory time earned under this policy for working on authorized days during any calendar year must be taken by December 31 of the following calendar year or be forfeited. Requests to take compensatory time off must be approved by the Unit Commander. The duty roster code "CPT" will be used when an employee receives the Unit Commander's approval to take off using compensatory time earned under this policy. Compensatory time off may be taken only in increments of one (1) hour. It is not necessary to complete an overtime form when taking this time off.

2. Non-Worked Holidays:

Employees covered by this Agreement when their regularly scheduled day off falls on the actual day of a designated holiday, shall be paid a regular day's holiday pay (a day equals eight hours).

## **ARTICLE 16 - VACATIONS**

### **Section 1. Vacation Leave**

As used herein, years of service shall include continuous employment with the Employer and its predecessor. The Employer shall grant every member of the police force who has served for one year or more a total of three weeks vacation each year with pay, and each member of the bargaining unit who has served the department for twelve years or more shall receive four weeks vacation each year with pay, and each member of the police force who has served the department for twenty-one years or more shall receive five weeks vacation each year with pay, and each member of the police force who has served the department for thirty years or more and is eligible to participate in the deferred retirement option plan shall receive six weeks vacation each year with pay; however the Employer may grant an additional week of paid vacation to members after one year of service. All full-time employees shall earn vacation time. Employees on an unpaid leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule on employment anniversary dates as follows:

| <u>Completed Years of Service</u> | <u>Vacation Leave</u> |
|-----------------------------------|-----------------------|
| 1-11 years                        | Three weeks           |
| 12-20 years                       | Four weeks            |
| 21-29 years                       | Five weeks            |
| 30 years +                        | Six weeks*            |

\*The member must have 30 years of completed service and is eligible to participate in the deferred retirement option plan.

## **Section 2. Vacation Use**

If vacations are canceled due to an emergency, they are to be rescheduled by mutual agreement of the employee and the supervisor. Forty (40) hours of vacation leave may be taken in one (1) hour increments subject to the approval of the Supervisor, which shall not be unreasonably withheld.

## **Section 3. Vacation Process**

This section incorporates Section 8.601, A through H and the first sentence of Section 8.602 of the Police Manual approved by the Board on September 9, 2010. If the Employer formally adopts any changes to Section 8.601, A through H and/or the first sentence of Section 8.602 of the Police Manual, the Association shall be given written notice and may elect whether or not to incorporate the modified language in this Agreement.

## **Section 4. Assigning Beneficiaries**

Prior to separation from the Department, employees shall be allowed to designate and name a beneficiary(ies) for the final payment of any vacation, sick or other accrued

time. The Employer shall be responsible for disbursing final payment of accrued time in accordance with the employee's directive.

## **ARTICLE 17 - SICK LEAVE**

### **Section 1. Allowance**

It is the policy of the Employer to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended as a one-day vacation nor to be used to extend vacation periods or holidays. Any employee contracting or incurring any illness or injury, which renders such employee unable to perform the duties of his employment shall receive sick leave with pay in accordance with this Agreement.

### **Section 2. Accumulation**

Officers will be granted sick leave at the rate of eight (8) hours on the first day of each calendar month, for a total of ninety-six (96) hours per calendar year, provided he has been employed as a full time employee for the previous 12-month period. For such employees, military reinstatements will be granted eight (8) hours of sick leave on the first day of the calendar month following the date of their reinstatement. In addition, military reinstatements will be credited, on the date of their reinstatement, with the number of sick leave credits accumulated prior to entering the military. Officers hired prior to April 20, 2011 may earn and bank sick leave hours on an unlimited basis until termination from the Department.

Officers hired prior to April 20, 2011 with thirty (30) years of service and possessing 2,200 accrued sick leave hours, will receive compensation for one-half of their accumulated sick leave hours. Officers hired prior to April 20, 2011 who have at least twenty (20) years of service who possess 1,600 accrued sick leave hours, will receive compensation for one-fourth of their accumulated sick leave hours, and also receive 173.33 hour pay (2080 hours divided by 12). All other officers hired prior to April 20, 2011 terminating their employment with the Department will receive compensation for one-fourth of their accumulated sick leave hours at the time of termination. These benefits are not granted to employees who have pled guilty, been found guilty or otherwise convicted of a crime prior to termination.

All officers, excluding Police Officer Trainees, shall accumulate sick bonus time (SBT) as follows:

1. For the first six (6) months (January 1<sup>st</sup> – June 30<sup>th</sup>) of a calendar year an employee with Perfect Attendance will be granted two (2) days of paid bonus time off to be taken eight (8) hours at a time within the following six (6) months. ALL bonus time off earned in the first six (6) months of a calendar year MUST be taken in the following six (6) months and cannot be taken in less than eight (8) hour periods.
2. Absences of Eight (8) hours or Less (January 1<sup>st</sup> – June 30<sup>th</sup>): For the first six (6) months (January 1<sup>st</sup> – June 30<sup>th</sup>) of a calendar year in which an employee has been absent eight (8) hours or LESS, an employee will be granted one (1) day of paid bonus time off within the following six (6) months. ALL bonus time off earned in the first six (6) months of a calendar year MUST be taken in the following six (6) months and cannot be taken in less than eight (8) hour periods.
3. Perfect Attendance (July 1<sup>st</sup> – December 31<sup>st</sup>): For the second six months (July 1<sup>st</sup> – December 31<sup>st</sup>) of a calendar year an employee with perfect attendance will be granted two (2) days of paid bonus time off to be taken eight (8) hours at a time within the following six (6) months. ALL bonus time off earned in the second six (6) months of a calendar year MUST be taken in the following six (6) months and cannot be taken in less than eight (8) hour periods.
4. Absences of Eight (8) Hours or Less (July 1<sup>st</sup> – December 31<sup>st</sup>): For the second six (6) months (July 1<sup>st</sup> – December 31<sup>st</sup>) of a calendar year in which an employee has been absent eight (8) hours or LESS, an employee will be granted one (1) day of paid bonus time off within the following six (6) months. ALL bonus time off earned in the first six (6) months of a calendar year MUST be taken in the following six (6) months and cannot be taken in less than eight (8) hour periods.
5. The incentive periods are the six (6) month periods between January 1<sup>st</sup> – June 30<sup>th</sup>, and July 1<sup>st</sup> – December 31<sup>st</sup>. Eligible employees must take their bonus time off in the allotted six (6) month period or forfeit the unused bonus days.

### **Section 3. Procedures**

There shall be no advancement of paid sick leave. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment, for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the employee's supervisor or designee.



Any absence of more than three (3) consecutive working days shall require a Healthcare Providers' statement of release and verification substantiating that the employee may return to work. If required, a Healthcare Provider's statement should be submitted no later than two (2) working days after the employee returns to work. If an illness or injury requires an extended use of accrued leave for hospital stays, treatment, and/or recovery time, a Healthcare Provider's statement must be submitted to the Commander, Manager, or Director every thirty (30) days commencing from the first day off work. The Healthcare Provider's statement should include a diagnosis, prognosis for recovery, and an approximate date of return to either limited or full duty.

NOTE: A healthcare provider's statement for undocumented sick time must be submitted within two (2) days of the employee's return to work. Statements that are submitted any later will not be accepted and the time taken will remain undocumented.

The employee's supervisor may direct an employee who appears ill to leave work to protect the health of others; provided however that this employee may return to work if his doctor certifies that he is not ill. If the employee has worked at least one-half of his scheduled shift, the employee will not be charged for sick leave for the first day if the employee is sent home.

#### **Section 4. Acceptable Standards of Sick Leave**

1. The amount, frequency and type of undocumented sick leave usage that will be considered as being within the acceptable limits and the established standard for any twelve (12) month period will be:
  - (a) Six (6) one-day sick leave absences; or
  - (b) Three (3) two-day absences; or
  - (c) Six (6) days of sick leave in any combination of one (1) or two (2) days.
2. Suspect Pattern – Use of undocumented sick leave in any amount immediately before or after scheduled time off (i.e., vacation time, recreation days, discretionary holidays, etc.) on two (2) or more occasions in any twelve (12) month period, except if the employee is on approved intermittent or reduced work schedule Family Medical Leave in accordance with the provisions outlined in Special Order 3-04, Family and Medical Leave Program.

NOTE: The indication of a "suspect pattern" as defined above is one factor management may consider during the course of an examination in establishing a pattern of sick leave abuse. Although in some cases, a "suspect pattern" may be considered excessive, this indication may not by itself serve as the basis for punitive action (i.e., disciplinary requests). When used as a determining factor of sick leave abuse,

commanders are to ensure that all cases of "suspect pattern" be substantiated and documented.

3. Excessive Use of Sick Leave – Use of undocumented sick leave which exceeds the acceptable standard for sick leave usage. It will not constitute excessive use of sick leave, however, if any employee exceeds the acceptable standards because of:
  - (a) A serious illness or injury which requires hospitalization, treatment or recovery time in excess of the acceptable standards, provided that the need for such additional time has been verified (documented) by a physician;
  - (b) An illness or injury which would constitute a "serious health condition" under the Family and Medical Leave Act (FMLA); or
  - (c) A disability for which time off has been granted to the employee as a reasonable accommodation pursuant to the Americans with Disabilities Act (ADA).

#### **Section 5. Sick Leave Abuse Sanctions**

First Offense in a 12-month period - Employee(s) will receive a one (1) day suspension .

Second Offense in a 12-month period - Employee(s) will receive a three (3) day suspension.

Third Offense in a 12-month period - Employee(s) will receive a six (6) day suspension.

EXCEPTION: In the event an employee expects to exceed the standards above, the employee should complete an application for Family Medical Leave, as outlined in Special Order 3-04, Family and Medical Leave Program.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **Section 1. Absence Due to Death in Immediate Family**

1. In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for three (3) working days for each occurrence, and for each such day's absence, the employee shall receive compensation at his normal rate of pay. Such leave may be taken before, during or immediately after the funeral or memorial service of the immediate family member without restriction by the Employer. If the employee desires to be absent for more than three (3) working days, he may utilize previously earned, unused, paid leave and receive compensation for each such additional day's absence at his normal rate of pay, provided that the Chief of Police approves such additional absence.

2. Any absence to attend the funeral or memorial service of anyone who is not a member of an employee's immediate family may be arranged with the Chief of Police, without pay, but previously earned and unused paid leave may be utilized in such case with the consent of the Chief of Police.

### **Section 2. Jury Duty**

An employee required to serve on a grand jury or petite jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

### **Section 3. Definition of Family**

A member of the immediate family shall be defined to include the following:

- Parents;
- Foster parents or step-parents;
- Spouse;
- Child(ren), foster child(ren) or step-child(ren)
- Brother or sister;
- In-laws within immediate relationship to the employee;
- Grandparents or grandchildren of the employee;
- Domestic partner.

## **ARTICLE 19 - HOURS OF WORK/OVERTIME**

### **Section 1. Workday and Workweek**

The workday for employees covered by the terms of this Agreement, excluding Police Officer Trainees, shall be eight (8) hours. Each employee shall be allowed a paid meal period per normal workday. This meal shall be considered out of service time during which the employee will be subject to priority calls. Employees will be allowed to take periodic breaks as long as they are not out of service and properly perform their duties.

All time in excess of the hours worked in the scheduled work day shall be compensated in accordance with Section 2.

Nothing in this Agreement shall be construed so as to prohibit the Employer and the Association from mutually reaching new or modified agreements about the length of hours of a workday and/or a workweek.

## **Section 2. Overtime Payment and Procedure**

1. Overtime Pay: Employees shall be paid overtime for all hours worked in excess of their eight (8) hour work day or any hours worked on a scheduled day off, hereby defined as one and one-half (1½) the employee's regular standard rate of pay. Only hours actually worked shall count toward overtime pay. Vacation, holiday, meal periods and sick or unpaid leaves shall not be included in computing the time worked for overtime payment.
2. Compensatory Time in Lieu of Pay: Subject to the approval of the Employer, the employee may elect to receive compensatory time in lieu of overtime pay. Compensatory time shall be granted at the rate of one and one-half hour (1½) for each hour of overtime actually worked. Employee shall be allowed to accumulate up to forty (40) hours of compensatory time. Compensatory time may be used at such times and in such time blocks as are mutually agreed upon between the employee and the supervisor and permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Approval to utilize compensatory time shall occur within forty-eight (48) hours of the employee's written request.
3. Overtime Bank: Employees shall receive additional compensation for authorized overtime, court time and court standby time whenever the total accumulated time exceeds forty (40) hours. The accumulated forty (40) hours shall be taken as compensatory time off at the officer's discretion with the approval of his supervisor, and if not used, paid for upon termination or retirement.

## **Section 3. Callback**

A callback is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. A member will receive overtime for the actual time spent or a minimum of two (2) hours, whichever is greater, when required to return to duty on a call back. No overtime compensation will be granted for travel time for employees who are assigned a department car.

## **Section 4. Court Time**

Employees covered by this Agreement required to attend court outside their regularly scheduled work hours, shall be compensated at the time-and-a-half rate for the actual time spent attending court, except that an employee will receive a minimum of two (2) hours pay for going to court outside of his regularly scheduled workday.

## **Section 5. Standby Pay**

The Department will compensate eligible employees for court standby time (which is computed at the rate of one-third ( $\frac{1}{3}$ ) of an hour for each hour on standby) at the regular hourly rate of pay to which the employee is normally entitled.

#### **Section 6. Watch Selection**

Employees shall annually submit their watch preferences to their captain. In making watch assignments, captains shall give consideration to the watch preferences of employees by seniority and shall make every attempt to honor the preference of more senior employees unless some demonstrable operational need exists. When a preference is not honored, an explanation of the operational needs shall be provided to the employee.

#### **Section 7. Schedules**

Except in the case of emergencies, transfers, detachments and details, schedules showing the regular days and hours to be worked by employees assigned to a district for a complete year, and changes thereto, shall be posted at least thirty (30) days prior to the effective date. For all other employees, schedules showing the regular days and hours to be worked for a complete year, and changes thereto, shall be posted at least ten (10) days prior to the effective date, except in the case of emergencies, transfers, detachments, and details. The selective use of detachments or details shall not be used for the purpose of defeating the notice requirement under this section. Scheduling for details shall be voluntary. If an insufficient number of officers volunteer for a given detail, the Employer reserves the right to require additional officers to work the detail based on inverse seniority within the job assignment(s) participating in the detail.

#### **Section 8. Acting Sergeants**

There shall be no acting Sergeants.

#### **Section 9. FTO Incentive**

The Employer agrees to continue paying an FTO Incentive to employees who continue to qualify for the FTO Incentives in place at the time of the ratification of this agreement.

## **ARTICLE 20 – WAGES**

#### **Section 1. Salary Matrix**

The salary matrix for officers is set forth in Appendix C. During the first year of this agreement, all officers shall, at a minimum, be paid a wage in accordance with the attached Salary Matrix correlating to the correct step based upon their actual years of

service. The Salary Matrix shall be amended upon the effective date of any and all salary increases that become effective during the term of this agreement to reflect the corresponding wage increases.

## **Section 2. Salaries**

During the term of this Agreement, the minimum salary for officers shall be no less than the salaries the officers earned as of the date of the execution of this agreement. Nothing in this Article shall be construed to prevent the Employer from increasing officers' salaries above these levels either pursuant to reopened negotiations or at its discretion.

The Employer agrees to a \$1000 adjustment to the existing matrix for all steps for year one (1) of this agreement which shall be paid in bi-weekly installments, plus full funding of the regular one (1) step increase for the first year of the Agreement.

The Employer further agrees to an additional \$1000 adjustment to the matrix for all steps for year two (2) of the Agreement, which shall be paid in bi-weekly installments, plus full funding of the regular one (1) step increase for year two (2) of this Agreement.

## **Section 3. Officers' Educational Incentive Pay**

During the period of this Agreement, the Employer shall not eliminate educational salary incentive increments.

## **Section 4. Night Differential**

The Employer shall continue to pay a night differential of 10% for all full hours worked between the hours of 11 p.m. and 7 a.m. during the term of this Agreement.

## **Section 5. Second Shift**

The Employer shall not be required to pay a second shift differential during the first two years of this Agreement. The Employer agrees to reopen negotiations on second shift differential for FY 2017 upon receipt of the Association's written demand received by October 1, 2015. The parties agree to commence such negotiations within thirty (30) days.

## **Section 6. Weekend Differential**

The Employer shall not be required to pay a weekend differential during the first two years of this Agreement. The Employer agrees to reopen negotiations on second shift differential for FY 2017 upon receipt of the Association's written demand received by October 1, 2015. The parties agree to commence such negotiations within thirty (30) days.

## **Section 7. Wage Reopeners for FY 2016 and FY 2017**

No later than October 1, 2015, the Association may demand salary reopener negotiations for FY 2017 by giving written notice to Employer. Upon receipt of the

Association's written demand for salary reopener negotiations, the parties shall commence salary negotiations within thirty (30) days. At a minimum, officers shall be paid in FY 2017 no less than they were paid in FY 2016.

## **ARTICLE 21 - INSURANCE**

Employer shall comply with the provisions of Section 84.344 RSMo.

The Association shall have representation on the Chief's Department-wide Benefits Committee concerning all of these benefits.

## **ARTICLE 22 - LABOR MANAGEMENT/SAFETY COMMITTEE**

### **Section 1. Labor Management Conferences**

The Association and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Association representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

1. Discussion of the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties.
3. Notifying the Association of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
4. Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
5. Items concerning safety issues.

The Employer and the Association agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the City of St. Louis.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

## **Section 2. Integrity of Grievance Procedure**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Association, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

## **Section 3. Safety Issues**

Any report or recommendation which may be prepared by the Association or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Association.

## **Section 4. Association Representative Attendance**

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to four (4).

# **ARTICLE 23 - GENERAL PROVISIONS**

## **Section 1. Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.



## **Section 2. Clothing and Equipment Allowance**

Unless otherwise mutually agreed, the Employer shall provide and maintain the following items for all Police Officers and Probationary Police Officers: one winter jacket, one nylon light weight jacket, two black neckties, one military cap, one trooper fur hat, one baseball cap, four pair of regulation trousers, six blue long sleeve shirts, six blue short sleeve shirts, body armor and appropriate external body armor carrier, one pair of black gloves, one raincoat, one name bar, one flashlight, one nightstick, one nightstick holder, one belt, one pair of handcuffs with key, one handcuff case, one regulation holster, one magazine case, one porta clip, four belt keeps, one whistle, one zippered summons pouch, and a functioning miniature radio.

The Uniform Section will replace worn or damaged items so that all officers will have the proper number of items prescribed for initial issue and that each item presents a suitable appearance. In cases of loss, theft or damage, the procedures established by the Chief will be followed.

Only Department issued or personally owned firearms which have been inspected and approved by the Department Armorer may be carried while on duty. All other weapons carried by armed employees of the Department must be issued by the Department.

## **Section 3. Uniform, Safety and Equipment Committee**

There shall be a uniform, safety, and equipment committee composed of an equal number of bargaining unit employees and management personnel to consider and/or investigate uniform, safety and equipment issues. The Association shall appoint its representatives to the Committee. There shall be no changes in existing uniform requirements or department issued equipment to employees or to existing safety standards without the Committee's recommendation. Any Committee recommendation concerning uniform, equipment and safety matters will be promptly acted on by the Chief within sixty (60) days provided that the Committee may designate a recommendation as an urgent safety issues in which case it will be acted on within thirty (30) days.

## **Section 4. Savings Clause**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

## **ARTICLE 24 – TESTING**

### **Section 1: Psychological Testing**

An employee may only be required to submit to psychological testing when there is just cause to believe that an officer suffers from a psychological condition that interferes with the proper performance of the essential functions of his official duties. Further, the employee shall be considered a "recipient" within the meaning of state or federal statutes and such testing, whenever conducted by a psychologist or psychiatrist, shall be considered to be the practice of clinical psychology within the meaning of these statutes.

If the testing results in a recommendation that the employee is unfit to perform his regular and normal duties, then the employer shall to the extent possible make reasonable accommodations to allow the employee to maintain his then current work status, without loss of pay or other economic benefits. However, nothing in this Agreement shall be construed to require the Employer to create a new position for the purpose of providing such an accommodation. In the event such a reasonable accommodation does not exist, the employee shall be suspended from duty without pay but without loss of seniority rights and shall be entitled to exercise any vacation or leave benefits which exist by virtue of the Collective Bargaining Agreement or by law.

The Union may challenge the recommendation and, in such event, the Employer and the Union must meet and jointly agree upon a psychologist or psychiatrist to examine and issue a report including an opinion as to the employee's ability to properly perform the essential functions of his official duties. Employment shall terminate if that report concludes that the employee is unable to perform the essential functions of his job with or without reasonable accommodations. In the event the report concludes that the employee is able to perform the essential functions of his job with a reasonable accommodation, the Employer will determine whether such an accommodation exists. All firearms provided by the Employer to an employee shall be relinquished to the Police Department by an employee during any period of time in which the Chief of Police believes the employee is unfit to perform his regular and normal duties.

Nothing in this section is intended to supersede or waive any rights guaranteed by the Americans with Disabilities Act, the Missouri Fair Employment Practices Act, Health Insurance Portability and Accountability Act (HIPAA) or any other statute.

### **Section 2. Fitness Tests**

Bargaining unit members shall not be required to participate in the Physical Ability Test (also known as "PAT" or "Fitness Test") currently conducted by the Department. No bargaining unit member shall be discriminated against, disciplined,

demoted, transferred or in any way treated differently than those voluntarily submitting to the Wellness Incentive test.

Bargaining unit members who have reached the age of 40 shall, at the Employer's expense, be allowed to receive an Annual Routine Physical Examination as defined by the American Medical Association (AMA), a standard in use by the American Insurance Industry. The bargaining unit member shall have the option of choosing his/her physician to conduct the examination. Results shall remain confidential and not used against the member but rather as manner in which to detect any current medical issues that may have an adverse effect on the member's overall wellness.

### **Section 3. Substance Abuse Testing**

The provisions of Department of Personnel Administrative Regulation No. 120(B) shall apply to employees provided, however, as follows:

1. A nine (9) panel drug test shall be administered.
2. Employees are not prohibited from the possession of illegal drugs if required in the performance of their duties.
3. Employees are not prohibited from the possession and/or consumption of alcohol if required in the performance of their duties.
4. Employees assigned as pilots in the Aviation Division shall be subject to more frequent testing, including scheduled testing, as may be ordered by the Employer.

## **ARTICLE 25 – WELLNESS INCENTIVE**

The Employer shall offer employees the opportunity to voluntarily participate in a Wellness Incentive Test to determine their level of fitness and improve it. The Wellness Incentive Test shall be offered during the month of the employee's birthday. Employee participation is voluntary. No employee shall be discriminated against, disciplined, demoted, transferred or in any way treated differently for not participating in the Wellness Incentive Test.

For the first year of the program, all employees who take the Wellness Incentive Test shall be entitled to a wellness incentive of \$750. Employees who pass the Wellness Incentive Test shall be entitled to an additional \$500. Said amounts shall be paid as a

lump sum cash incentive. All employees shall be given the opportunity to take the Wellness Incentive Test only once each fiscal year during this Agreement, in accordance with parameters set forth in a pay regulation to be promulgated by the Director of Personnel.

Thereafter, during the second and third year of the program, all employees who take the Wellness Incentive Test shall be entitled to a wellness incentive of \$500. Employees who pass the Wellness Incentive Test shall be entitled to an additional \$500. Said amounts shall be paid as a lump sum cash incentive. All employees shall be given the opportunity to take the Wellness Incentive Test only once each fiscal year during this Agreement, in accordance with parameters set forth in a pay regulation to be promulgated by the Director of Personnel.

If an Employee is unable to participate in the Wellness Incentive Test due to a disability, as that term is defined by the Americans with Disabilities Act and as documented by the Medical Director for the Department, the Employee will be given an opportunity to participate once each fiscal year in an Alternative Wellness Incentive Program, in accordance with parameters set forth in a pay regulation to be promulgated by the Director of Personnel. Said employee will be entitled to a \$750 lump sum cash incentive for such participation during the first year of the program, and \$500 for the second and third years of the program. Employees who successfully complete the Alternative Wellness Incentive Program will be entitled to an additional \$500 bonus for each year they complete the Alternative Wellness Incentive Program.

Employees shall not be entitled to participate in both a Wellness Incentive Test and the Alternative Wellness Incentive Program in the same fiscal year.

The provisions of this Article shall not apply to a Police Officer Trainee during his Police Academy training.

## **ARTICLE 26 - COMPLETE AGREEMENT**

This Agreement, together with the appendices referred to herein, constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, both written and oral related to the subject matter herein. Both parties acknowledge their duty to negotiate over subjects of mandatory bargaining not contemplated by this agreement arising hereafter.

The parties acknowledge, however, that economic issues addressed in the Compensation Ordinance, including those contained in Articles pertaining to Wages, Vacation, Sick Leave, Holidays, Leaves of Absence and Hours of Work/Overtime, are subject to the passage of a Compensation Ordinance by the Employer and also subject to

annual appropriation, except that the Wellness Incentive provided for in Article 25 shall not be contingent upon the passage of the Compensation Ordinance but will be implemented through a pay regulation promulgated by the Director of Personnel. During the period of time between execution of this Agreement and passage of the Compensation Ordinance, the Employer will continue to follow the provisions of the predecessor Agreement with respect to the economic issues. The parties agree that the Association retains the right to demand that negotiations be re-opened immediately on any or all matters controlled by this Agreement should the Employer fail to adopt a Compensation Ordinance ratifying all of the economic issues subject to the approval of the Employer by November 1, 2014.

## **ARTICLE 27 - POLYGRAPH EXAMINATIONS**

No employee shall be ordered to submit to a polygraph as defined by the Federal Employee Polygraph Protection Act, provided however, that there shall be no restriction on the right of any employee to submit to such device on a voluntary basis or if necessary or required as part of any job assignment by any other law enforcement agency. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his record.

## **ARTICLE 28 – RESIDENCY REQUIREMENT**

Employees will comply with the residency requirements established by the Charter of the City of St. Louis or state law, whichever is applicable.

## **ARTICLE 29 - DURATION AND RENEWAL OF AGREEMENT AND IMPASSE INTEREST ARBITRATION**

### **Section 1. Term, Notice of Termination, and Annual Renewals in the Event of No Notice of Termination.**

This Agreement shall be effective for a period from the date of its execution, until

June 30, 2017 and shall be binding during its term upon the parties to this Agreement and their successors. It shall be automatically renewed for additional one (1) year periods, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which this Agreement is in force, unless notice is given to terminate the Agreement no later than one hundred twenty (120) days prior to the termination of the original period of this agreement. Either the Employer or the Association may give notice of its intention to terminate [or amend] this Agreement by written notice to the other party certified mail return receipt requested addressed to the Employer or the President of the Police Officers Association as appropriate, at their address of record as noted hereafter, postmarked within the required times. Within thirty (30) days after any such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue. This Agreement shall remain in effect until a new or amended Agreement is entered into or until a good-faith bargaining impasse has been reached.

## **Section 2. Interest Arbitration in the Event of Impasse.**

In the event a successor agreement has not been agreed upon within thirty (30) days before the expiration of this Agreement, the parties will engage the services of a mediator from the Federal Mediation and Conciliation Service to assist in resolution of the dispute. In the event that a successor agreement has not been reached by the expiration date hereof, either party may demand that unresolved issues shall be submitted to interest arbitration, on an advisory basis for economic issues (i.e. issues that are required to be incorporated in and approved by a Compensation Ordinance), disciplinary issues, and issues involving investigative rights; and a binding basis for [non-economic] all other issues. The chosen arbitrator shall render a decision on each unresolved non-economic issue, choosing between the Employer and the Association's last offer on each. The arbitrator shall have no authority to make a decision on any issue that was not a subject of bargaining between the Employer and the Association.

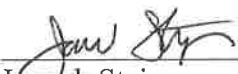
If the parties are unable to agree upon an arbitrator within seven (7) days after the expiration date, the parties shall request a panel of arbitrators with experience in interest arbitration from the Federal Mediation and Conciliation Service and select an arbitrator from the list by alternate strikes. A hearing before the arbitrator selected shall be scheduled within thirty (30) days of expiration of this Agreement.

The selected Arbitrator shall issue a decision within thirty (30) days of the completion of the hearing on all unresolved issues (on an advisory basis for economic issues and a binding basis for all other issues). If economic issues remain unresolved after the Arbitration, the parties will resume bargaining to attempt to accomplish a successor agreement on all issues. During this post-arbitration bargaining, the parties may mutually agree to alter the Arbitration decision on non-economic issues if doing so will help resolve the economic issues, or for any other reason. Either party's rejection of any advisory decision shall not be construed as an act of bad faith bargaining. If impasse is reached on non-economic issues during the post-arbitration bargaining, then the parties shall proceed to execute a successor agreement that incorporates the decisions of the

arbitrator on the non-economic issues that will also contain a re-opener for economic issues, including issues involving discipline and investigative rights, on an annual basis.

**Section 3: No Enactment of Pay Ordinance Approving Tentative Agreement on Economic Issues Upon Expiration of Predecessor Agreement.**

In the event that the Employer and the Association reach tentative agreement at the bargaining table on all issues, but the tentative agreements concerning economic issues are not approved by a Compensation Ordinance by the expiration date of the predecessor Agreement, then the parties shall proceed to execute a successor agreement that incorporates the tentative agreements on the non-economic issues and an annual reopener for economic issues. If the tentative agreements on economic issues are approved by a Compensation Ordinance within six (6) months of the expiration of the predecessor agreement, they will be incorporated into the successor agreement upon the passage of the Compensation Ordinance.

  
\_\_\_\_\_  
Joseph Steiger,  
President  
St. Louis Police Officers Association/  
FOP Lodge 68

6/30/2014  
Date

  
\_\_\_\_\_  
Richard Frank,  
Personnel Director  
City of St. Louis Missouri

06/30/2014  
Date

  
\_\_\_\_\_  
Chief Doyle S. Dotson,  
Appointing Authority  
St. Louis Metropolitan Police Department

6/30/2014  
Date