

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF CHESTERFIELD TO EXECUTE AN AGREEMENT WITH THE FRATERNAL ORDER OF POLICE LODGE 15 AS THE COLLECTIVE BARGAINING AGENT FOR CHESTERFIELD POLICE OFFICERS AND SERGEANTS.

WHEREAS, The City Council recognizes the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 to be the exclusive bargaining agent for Chesterfield Police Officers and Sergeants; and

WHEREAS, The Chesterfield City Council has negotiated specific terms related to compensation and benefits; and

WHEREAS, The Chesterfield City Council and the members of the bargaining unit as represented by the Fraternal Order of Police, Lodge 15, have agreed on limited and specific terms related to compensation and benefits; and

WHEREAS, The City of Chesterfield City Council reviewed and ratified the agreement with the Fraternal Order of Police on January 2, 2024; and

WHEREAS, The City of Chesterfield and the Fraternal Order of Police desire to memorialize the agreed upon terms; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1.

The City Administrator of Chesterfield is hereby authorized to execute an interim agreement with the Fraternal Order of Police Lodge 15, who represents non-probationary Police Officers and Sergeants employed by the City of Chesterfield.

Section 2.

A copy of the agreement is attached hereto and identified as "Exhibit A".

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this 2nd day of January, 2024.

Bob Nation
Presiding Officer

Bob Nation
Bob Nation, MAYOR

ATTEST:

Vickie McGownd
Vickie McGOWND, CITY CLERK

FIRST READING HELD 2024-1-16

**City of Chesterfield, Missouri
Police Department**

&

**Eastern Missouri Coalition of
Police, Fraternal Order of
Police, Lodge 15 and the
Chesterfield Police Officers
Association**



**Collective Bargaining Agreement
January 2, 2024 – June 30, 2027**

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Article 1 – Recognition and Lodge Security

Section 1. Recognition

Pursuant to this Collective Bargaining Agreement (hereinafter the “Agreement”), the City of Chesterfield (hereinafter the “City”) and the Police Department of the City of Chesterfield, MO (hereinafter the “Department”) recognize and acknowledge the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 (hereinafter the “Lodge”) and the Chesterfield Police Officers Association as the exclusive representative for full and part time police officers and sergeants employed by the Department (hereinafter “Bargaining Unit Members” or “Members”), for the purpose of collective bargaining under Article I, Section 29 of the Missouri Constitution.

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

Section 2. Union Security

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

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

Section 3. Officer Election

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

Article 2 - Lodge Status and Rights

Section 1. Right of Organization

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

Section 2. Right of Representation

Bargaining Unit Members shall have the right to be collectively represented by the Lodge with the City in the determination of their terms and conditions of employment, and in the administration of grievances filed under this Agreement. The City will not require on duty union representatives to clock out to attend City called meetings at which management is present.

Section 3. Probationary Employees

Newly hired bargaining unit Members shall be considered on probationary status until completion of twelve (12) months of continuous service from the date the individual is sworn in as a City police officer (or promoted), during which period of time they may be terminated (or, in the case of a promotion, returned to their previous rank) for any or no reason without recourse to the grievance or discipline appeal processes set forth in this Agreement. An individual's probationary period may be extended in the following circumstances: (1) up to an additional ninety (90) days upon mutual agreement of the City and the Union; (2) for the amount of time on approved leave of absence in excess of thirty (30) days during the individual's probationary year; or (3) for the amount of time the individual had significant work restrictions in effect during the individual's probationary year at the discretion of the Chief of Police.

Section 4. Bulletin Board

The City agrees to furnish space suitable for a Lodge furnished Bulletin Board. This Bulletin Board is for use by the Lodge only, but the City may remove anything it deems as inappropriate at any time.

Section 5. Notification of Rules

The Lodge shall be provided a copy of any proposed rule, directive, guideline, policy, procedure, or ordinance which affects the terms and conditions of employment of the Bargaining Unit Members fifteen (15) calendar days before it is implemented. The Lodge shall have the opportunity to meet and confer with the City over such rule, directive, guideline, policy, procedure, or ordinance prior to its implementation.

Section 6. Use of Intra-Departmental Mail and E-Mail System

With permission from the Chief or his/her designee, the Lodge shall be permitted to utilize the intra-departmental mail system and e-mail system for the purpose of providing information to Members pertaining to Lodge business or bargaining unit representation. The Lodge agrees that the use of these systems will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. The Lodge also agrees and understands that with respect to the City's e-mail system, there shall be no reasonable expectation of privacy and that all e-mail is subject to monitoring by the City.

Article 3 – Management Rights

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

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

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

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

Article 4 – Clothing and Equipment

Section 1. Personal Uniforms, Equipment, and Duty Gear

The City shall furnish, at its expense, uniforms, a duty weapon and an off-duty weapon as selected by the City, and equipment required of employees or necessary for the safe and efficient performance of job duties, as detailed in the Department General Orders. Absent exigent circumstances, Department management will provide the Lodge at least thirty (30) days' notice of any changes to current Department General Orders relating to uniforms, equipment or duty gear, and an opportunity to meet and confer over any such changes; provided, however, that any change in the amount of any clothing allowance must be mutually agreed upon by Department management and the Lodge.

The warm weather uniform (special event uniform of polo/shorts) may be worn when air temperature and/or heat index is forecasted to be above 90 degrees.

Employees shall immediately report any inoperable, outdated, damaged, destroyed, or malfunctioning tools, equipment, vehicles, personal protective equipment, firearms, uniforms or duty gear. Employees shall not be made to respond to hazardous situations until such damaged or destroyed equipment necessary for the safe operations has been replaced.

All protective clothing, to include but not limited to: bullet resistant vest, helmet, and firearms shall meet the most applicable National Institute of Justice standards in effect at the time of issue and shall be worn to all emergency incidents as required by Department policies.

Section 2. Replacements

The City shall repair or replace Department issued items, when no longer serviceable except due to negligence or abuse.

The City shall pay to repair or replace any prescription eyewear damaged in the performance of the Member's duties. The City shall pay no more than two hundred dollars (\$200.00) per incident provided the loss is reported as soon as reasonably possible. Each Member shall be limited to a total reimbursement of two hundred dollars (\$200) in any calendar year.

Section 3. Clothing Allowance for the Bureau of Criminal Investigations

The City agrees that Bargaining Unit Members working in the Bureau of Criminal Investigations shall receive a yearly allowance of \$1,200.00 for detectives and \$600.00 for undercover officers, payable in two (2) installments in January and June. The City shall also furnish training uniforms and search warrant uniforms (identified as BDUs and a polo style shirt) to Bargaining Unit Members of the Bureau of Criminal investigations. If a BCI unit member voluntarily terminates his/her employment or is transferred due to disciplinary action, the BCI member shall reimburse the City on a pro-rated basis for the clothing allowance funds received.

Section 4. Tattoos/Brandings/Body Art

Members of the bargaining unit (excluding undercover officers) may not appear on duty or in uniform with any visible tattoos, branding or other forms of body art visible above the collar,

including on the face and head. Visible tattoos below the collar, shall not be offensive and are subject to the sole and exclusive approval of the Chief of Police and/or City Administrator.

A. Body Art Content

Tattoos or brands anywhere on the body that are offensive, promote racism/discrimination, indecency, extremist or supremacist philosophies, lawlessness, violence, or contain sexually explicit material are expressly prohibited. Such tattoos or brands include:

- 1) Racist or discriminatory material that advocates the degradation of people based on race, ethnicity, national origin, sexual preference/orientation, or gender;
- 2) Extremist tattoos or brands that depict or promote extremist activities or organizations that advocate hatred, intolerance, or lawlessness (i.e., terrorist groups, neo-Nazis, skinheads, outlaw groups, extreme political organizations with violent histories).
- 3) Any tattoos or brands, in the sole and exclusive opinion of the Chief of Police and/or the City Administrator, that are offensive, or might incite a negative reaction.

All decisions of the Chief of Police and/or the City Administrator regarding body art content, tattoos, or brands are final, not subject to appeal or grievance. The Chief of Police and/or the City Administrator shall retain the exclusive right in determining the appropriateness of all body art.

Article 5 - Hours of Work

Section 1. General

For the purposes of this agreement, a workday shall be the twenty-four (24) hour period beginning at 12:00 Midnight. The normal workday schedule may consist of eight (8), nine (9), ten (10), or twelve (12) hour shifts. The regular workweek shall begin at 12:01 am on Sunday ending the following Saturday at 12:00 Midnight.

Section 2. Schedule Changes

The parties recognize that scheduling is an inherent management right. However, it is the Department's intent to continue the current schedule in effect for the duration of this Agreement, and the Department further agrees to bargain in good faith with the Lodge in the event it desires to change the current scheduling system during the term of this Agreement.

If emergency circumstances such as a natural disaster or civil unrest should arise, and changes must be made in the normal operating schedule for a period of time such as switching to twelve (12) hour shifts, the City may implement the necessary scheduling changes not to exceed thirty (30) days in duration absent further discussion by the City and the Lodge. Department management shall offer scheduling changes to senior qualified employees first. The Lodge understands under certain circumstances less than twenty-four (24) hours' notice is not possible, in which case seniority preferences become infeasible.

Section 3. Fair Labor Standards Act

The City shall comply with all aspects of the Fair Labor Standards Act.

Article 6 - Work Assignments

Section 1. Limited or Modified Duty Assignments

Temporary, Modified, or Light duty assignments are available at the sole discretion of the Chief.

Section 2. Secondary Employment

Any changes to the City's policy on Secondary Employment as stated in General Order 5-07 will be governed by the provisions of Article 2, Section 5. Generally, an employee who is not able to perform their full-time duties will be considered unable to perform secondary employment. Therefore, employees may not work secondary employment while on limited duty, unless approved by the Chief of Police.

Section 3. General Provisions

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

While on limited duty, Member's shall maintain the pay grade assigned to their normal full-duty assignment.

Upon approval of limited duty status by the Chief of Police, the Member's supervisor shall coordinate the Member's placement into a limited duty position.

While assigned to temporary limited duty, the Member shall keep his/her supervisor updated on their condition by submitting periodic statements from his/her physician as may be required by the Department.

Section 4. Return to Full Duty

In order to return to full duty, the Member must present a written physician's statement to the Chief of Police. The physician's statement shall indicate that the Member is able to return to full duty based upon the essential job functions as listed in their job description. The Chief may request a supplemental examination by the City's physician prior to returning the Member to full duty.

Prior to returning to full-duty and as determined by the Chief of Police, the Member may be required to successfully complete the Department physical fitness test and re-qualify with their duty weapon, depending upon the nature and extent of the officer's illness and/or limited duty assignment.

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

Article 7 - Discipline

Section 1. Time Constraints

Absent unusual circumstances, discipline imposed as result of other than an Internal Affairs Investigation, or Shooting Team Investigation, shall be imposed within fourteen (14) calendar days after the later of the date the incident giving rise to the discipline occurs or becomes known to a command staff officer, or it shall be considered dropped. If unusual circumstances arise, the Lodge shall be notified in writing as soon as practical.

Section 2. Just Cause

Employees, excluding probationary employees, shall be disciplined or discharged only for Just Cause. Just Cause required for disciplinary action is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service or, for violation of City Ordinances, Personnel Policies and Procedures, Departmental Rules and Regulations, General or Special Orders, and State and Federal Law, an action which the law and sound public opinion recognize as cause for the officer being disciplined. In determining whether just cause exists for any particular disciplinary action, the following factors shall be taken into consideration: the nature or severity of the offense; the employee's past disciplinary record, including the amount of time elapsing between offenses of a like or different manner; the Member's length of service with the City; and any extenuating or aggravating circumstances.

Section 3. Suspensions and Administrative Leave

An employee under investigation for misconduct may at the discretion of the Chief of Police be placed on administrative leave pending completion of the investigation. Such leave may be with or without pay.

Section 4. Types of Disciplinary Actions

Disciplinary action for employees may include one or more of the following. The specific discipline issued will be based on the nature or severity of the offense, the employee's past disciplinary record (including the amount of time elapsing between offenses of a like or different manner), the employee's length of tenure with the Department, and the presence of aggravating or mitigating circumstances.

A. Verbal Reprimand: formal, verbal reprimand by the supervisor/Department head

A notification that a verbal reprimand was given shall be maintained by the employee's immediate supervisor for a period of two (2) years. A rebuttal may be provided by the Member employee within seven (7) calendar days, and will be maintained by the supervisor along with the verbal reprimand.

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

All written reprimands will be signed by the Member in acknowledgement of receipt and placed in the Member's personnel file. The Member will be given a copy of the reprimand. A rebuttal may be provided by the Member within seven (7) calendar days of receipt, and will be attached to the written reprimand and placed in the Member's personnel file. A written reprimand will become a permanent part of the Member's personnel record. Except in cases of discrimination or harassment, excessive use of force or actions that may also constitute violations of law, a written reprimand will not be used as a basis for future discipline after a period of two (2) years provided the Member has not during that period of time received any written or more severe discipline for a like or different offense.

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

A signed letter of Just Cause will be given to the Member as soon as possible, but in no case later than the beginning of the regular workday on which the suspension is scheduled to begin, stating the reason for the suspension and its duration. A copy shall be made part of the Member's personnel file. A Member suspended without pay may choose to use previously accrued vacation or accrued compensatory time in order to maintain their compensation to cover the duration of the suspension, but this may only be done by "forfeiting" the accrued time. Any member suspended shall not be permitted to work, be on-duty, perform secondary law enforcement employment, or be physically present at any City facility during the period of suspension. Except in cases of discrimination or harassment, excessive use of force or actions that may also constitute violations of law, a disciplinary suspension will not be used as a basis

for future discipline after a period of five (5) years provided the Member has not during that period of time received any written or more severe discipline for a like or different offense.

- D. **Involuntary Demotion:** reassignment from Member's current rank to one of a lower starting pay and lower responsibility level.

This may occur when the Member has demonstrated an inability to perform the job duties and carry out the responsibilities required of his/her rank, or has engaged in conduct egregious enough so as to justify forfeiture of his/her rank. A letter of cause will be given to the Member stating the reason for the demotion and the effective date. The letter of cause will be made a permanent part of the Member's employee's personnel file.

- E. **Dismissal:** The involuntary release of a Member from City employment.

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

Article 8 - Internal Investigation Procedures

Section 1. General

The Department may conduct investigations of complaints against a Bargaining Unit Member by citizens or fellow employees amounting, if true, to a violation of the Ordinances, General Orders, Policies and Procedures or the City Personnel Rules, or that may otherwise constitute employee misconduct or wrongdoing. The Department may assign such investigations to be conducted by the Bureau of Internal Affairs or by other appropriate departmental personnel, at its discretion.

Section 2. Employee Responsibility

A Member having witnessed or having reliable knowledge that another employee has violated any federal or state law or local ordinance, any rule, regulation, policy or procedure of the Department, or has otherwise engaged in misconduct or wrongdoing shall report that knowledge immediately to a supervisor.

Any Member contacted in any manner by a citizen alleging misconduct by that Member or any other employee of the Department shall take steps to bring the citizen in contact with a supervisory employee in a timely fashion. Complaints against supervisory employees shall be referred to the next highest level Commander or the Commander of Internal Affairs.

The Member under investigation shall cooperate with the investigating official and submit to all pertinent questions, examinations, and requests for documentation. This may include but is not limited to: medical or laboratory examinations; photographs or line-ups; submission of financial disclosure statements; or use of instruments for detection of deception. Members who refuse to cooperate fully in any Departmental investigation, who provide false or misleading information, or who omit information material to an investigation are subject to disciplinary action, to and including termination of employment. Nothing in this paragraph shall prohibit a Member involved in a criminal investigation from asserting the Member's constitutional right against self-incrimination.

The Department may investigate complaints relating to minor matters on a division level. If during the course of the division level investigation it is deemed necessary that the complaint become an Internal Affairs Investigation the criteria set forth in this article will prevail. The determination of a complaint being assigned as an Internal Affairs investigation will be at the discretion of the Chief.

Section 3. Internal Affairs Investigations

When any member of the Bargaining Unit is under investigation and subject to interrogation by such officers, commanding officer, or any other member of the Chesterfield Police Department, which could lead to punitive actions (including written reprimand), the following procedures shall apply.

- A. Complaints shall be accepted from any source, whether made in person, in writing, or by telephone. Complaints shall be accepted from anonymous sources and persons under arrest in police custody as long as the complaint contains sufficient factual information to warrant an investigation. Persons filing a complaint alleging excessive use of force shall be asked to sign a form authorizing release of their relevant medical records to this department.
- B. Absent unusual circumstances, the investigation shall be completed within ninety (90) days from the date of the complaint. More complex issues may require the lengthening of the time frame, so extensions of authorized investigative time may be granted by the Chief of Police.
- C. Investigations will be confidential and conducted in strict conformity with the guidelines contained in this Article.
- D. A Member against whom a complaint is filed shall be notified in writing in a confidential manner of the essential information of the complaint to include the dates, times and specific allegations. As soon as possible, but no longer than ten (10) days after receipt of the complaint, the accused Member shall be provided with a copy of the complaint and a copy of the General Order outlining the rights and responsibilities of the employee. In some instances, circumstances may arise that reasonably prohibit immediate notification, such as hindering a criminal investigation. In these instances, the Department shall notify the Member and the Lodge as soon as reasonably possible stating the nature of the investigation and the reason for the delay in notification.
- E. At least twenty-four (24) hours before the interrogation, the Member shall be informed of the name and rank of the officer in charge of the interrogation, the interrogating officer, all others present during the interrogation, and the essential information of the complaint to include the dates, times, and specific allegations (if changed from initial notification). No more than two (2) interrogators at one time.
- F. The interview or interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- G. The interview or interrogation shall take place at the Police Department building or other location as mutually agreed to by both the employee and the investigating officer. No interrogation shall take place at the employee's residence without the employee's consent. Failure to consent to an in-home interrogation will not subject the Member to further charges.
- H. No Member under interrogation shall be subject to offensive language. No promise of reward shall be made as an inducement for the Member to answer questions.
- I. Except in cases where only minor infractions are being alleged or investigated, the complete interrogation of the employee shall be recorded, written, taped or transcribed. Upon request of the Member under investigation, a copy of the record shall be made available to the Member and/or the Member's attorney. If the interrogation is being recorded, there shall be no unrecorded questions or statements.

- J. The Member under investigation shall be allowed upon request (at the Member's own expense) to have an attorney or representative of their choice present during all interrogations and shall have the right to legal representation throughout the entire disciplinary process. No interview or interrogation shall be conducted without an attorney or other representative of the employee's choice being present, unless the Member waives such right.
- K. Interrogating sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessity and rest periods as are reasonably necessary.
- L. A Member under investigation shall not be required to disclose information concerning any items of property, income, assets, source of income, debts or personal or domestic expenditure unless such information is reasonably determined as necessary to the investigation or when such disclosure is required by law.
- M. A Member under investigation may be required by the Chief of Police to submit to a polygraph or other truth verification examination. If the complainant, or individual initiating the investigation, is available to do so and refuses to take a polygraph or other truth verification examination, the accused employee shall not be required to submit to the examination (unless extenuating and articulable circumstances exist). If the complainant or individual initiating the investigation submits to the truth verification exam prior to the Member, and the results indicated untruthful or deceptive answers, the Member will not be required or requested to submit to an examination. No Member will be required to sign any document that does not accurately state the conditions under which he/she is taking the examination. The results of a Member's test shall not be the sole basis for discipline.
- N. No Member shall be required to submit to, or be subjected to any psychiatric or psychological evaluation, testing or questioning by a psychologist or psychiatrist retained or employed by the Department except upon an assertion by the Department of disability or unfitness for duty due to psychological reasons. An order to a Member to submit to such examination must be in writing and must set forth specific reasons for which the test is being ordered. The order to submit to such an examination and the results of the exam shall be kept confidential and shall be disclosed only to authorized personnel, as designated by the Chief of Police.
- O. Nothing in this section shall prohibit the immediate temporary suspension from duty of a Member pending an investigation of any Member who reports to duty under the influence of controlled substances or alcohol, or under the influence of apparent mental or emotional disorder.
- P. No dismissal, demotion, transfer or reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against a Member unless the Member is notified of the action and the reasons therefore prior to the effective date of such action. Members shall be given at least 72 hours' notice of a change in schedule resulting from a disciplinary demotion, transfer or reassignment. (This stipulation does not apply to probationary status employees, during the probationary period.)
- Q. No employee shall be discharged, demoted, denied promotion, transferred or reassigned, or otherwise disciplined or discriminated against in regard to the Member's employment with the Department, or be threatened with any such treatment by reasons of the Member's exercise of any of the rights enumerated herein.

- R. The provisions of this Order shall not be applicable in the event the Member is under arrest or any criminal charges have been filed against the Member by the Department or by any complainant.
- S. If allegations against a Member are determined to be without merit, or foundation, or made with malice and the intent to defame the Member, the investigating officer shall proceed with criminal charges against the complainant for the appropriate offense. Further, the investigating officer shall make him/herself and any and all documents related to the investigation available to the accused Member if the Member proceeds with any form of civil action or remedy against the complainant.

Section 4. Conclusion of Investigation.

- A. At the conclusion of an investigation, the Department shall prepare a written report setting forth the complaint and the facts reflected by the investigation. The investigation will be classified as:
 - 1. Exonerated: incident occurred, but lawful and proper. Officer's actions may warrant commendation.
 - 2. Unfounded: allegation is false or incident did not occur.
 - 3. Inconclusive: evidence insufficient to prove or disprove the allegation.
 - 4. Sustained: evidence sufficient to support the allegation. Officer's actions may warrant discipline.

An investigation may be terminated when circumstances prevent the investigation from progressing toward a successful conclusion. When such circumstances exist, the investigation shall be considered "Closed" with no action taken. The Department shall comply with the *Garrity* decision.

- B. Members under a Bureau of Internal Affairs investigation must be advised, in writing, of the final finding of such investigation.
- C. The Department shall not release any of the materials or information derived from the Internal Affairs investigation to any person, agency, or judicial proceeding except as required by law.

Section 5. Employee's Privacy

Neither the Department nor the Lodge shall release a Member's home address or telephone number or photograph in conjunction with or as a result of an Internal Affairs investigation to the media or any other person without the Member's consent, except pursuant to a valid subpoena, a valid Sunshine Law request, or a valid discovery request in a civil lawsuit.

Section 6. Bargaining Unit Member Involved Use of Force Investigations

- A. Any Member whose action(s) or use of force in an official capacity result in death or serious physical injury shall be removed from line-duty assignments pending an administrative review. A written report shall be prepared detailing the events surrounding the use of force or physical injury caused by the Member. The Member shall be placed on administrative assignment directly upon completion of his/her preliminary report of the incident. This leave shall be without loss of pay or benefits, pending the results of the Department's investigation; provided, however, if criminal charges are filed against the Member, the leave will become unpaid from the date of the filing. The administrative assignment shall not be interpreted to imply or indicate that the officer had acted improperly. During this period of administrative leave, the

Member shall be evaluated by their supervisor and a determination may be made as to the need for post-incident debriefing, counseling or other Department assistance.

- B. Use of Deadly Force.** In addition to applicable procedures of the Department's General Orders, the following procedures will be followed when a police officer utilizes deadly force:
1. Initially, the officer(s) involved will not provide an official written statement, however they shall provide the commanding officer of the investigation with basic information regarding the events that occurred in order to assist with the investigation of the incident. An official statement shall only be made after an officer has a chance to recover from the shock of the experience and given an opportunity to accurately recall all related events.
 2. The firearm(s) that was used and surrendered to a Command level officer of the Chesterfield Police Department or the primary investigating agency should be replaced with another Department issued firearm and provided to the involved officer.
 3. Whenever a Member's use of deadly force appears that it could lead to a serious physical injury or death to an individual, the assistance of the St. Louis County Police or Missouri State Highway Patrol shall be requested regarding crime scene processing.
 4. Whenever a Member's use of deadly force may be subject to a criminal investigation or review by the Prosecuting Attorney's office, the entire criminal investigation shall be turned over to another agency such as the St. Louis County Police Department or the Missouri State Highway Patrol as soon as is practical.
 5. It is the policy of the Department to cooperate fully with a law enforcement agency investigating a Chesterfield Police officer's discharge of a firearm.
 6. Whenever a Chesterfield officer uses deadly force, the officer may be required to undergo both a drug screen test and blood alcohol test as soon after the incident as circumstances permit.
 7. Member(s) involved in shooting incidents resulting in any personal injury or fatality may be required by the Department to be evaluated by a mental health professional to determine if the Member is emotionally fit, before they may return to active duty. This shall be at the expense of the Department.
- C.** Every employee of the department has the responsibility to immediately contact the on duty supervisor or the Commander of Internal Affairs and report any act which they believe involves the use of excessive force. Every employee of the Department has a duty to attempt to intervene to stop any other member of the department from using force that is unreasonable or unnecessary. Any employee who fails to report physical or verbal abuse against any citizen by another member of the Department is subject to disciplinary action.

Article 9 - Grievance Procedure

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

Section 1. Member Disciplinary Appeal Process

A Member may appeal to the Board of Police Commissioners any discipline issued to the Member by the Department. Discipline includes removal, suspension, demotion, and discharge of Members of the Department.

The provisions of Chesterfield City Code Sections 24-38 *et seq.* shall apply to the appeal of all disciplinary actions, as defined above.

Section 2. Member Grievance Procedure

The following procedure is established for the prompt resolution of any grievances or disputes that may arise out of the interpretation or application of this Agreement other than the issuance of disciplinary action to a Member (which shall be governed by Chesterfield City Code Sections 24-38 *et seq.*) Grievances for disputes over non-Agreement or non-disciplinary issues shall be governed by General Order 71-08. By mutual agreement, the parties may extend any time deadline established in this Article. Absent such agreement, however, if Police Department management of the City fails to issue a timely response to a grievance as provided for in this article, the Lodge may immediately advance such grievance to the next step.

Any Member who believes he/she has a grievance arising out of the interpretation or application of this Agreement (other than with respect to the issuance of discipline) shall commence the process at Step 1 of the grievance procedure. The Lodge also may initiate and process such grievances, as set forth below. (Working Day refers to Monday thru Friday 8:00 AM to 5:00 PM.)

Step 1.

The Member and/or the Lodge may address orally or in writing, with his/her immediate working supervisor, or at the first step above the supervisory level at which the grievance arises, within ten (10) working days after the Member knew, or reasonably should have known, of the facts giving rise to the grievance. The parties desire to resolve as many grievances as possible at this step, but in any event, the supervisor shall give the Member an answer within ten (10) working days after the grievance has been presented to him or her.

Step 2.

If the matter is not satisfactorily resolved in Step 1, the Member, with a Lodge Representative may advance the grievance to the Chief within ten (10) working days after receipt of the answer in Step 1. At this state, the Lodge shall provide a written statement of the grievance, containing a concise statement of the facts giving rise to the grievance, the applicable section of the Agreement and the relief sought. Within ten (10) working days after receipt of the written grievance, the Chief, the Member and the designated representative(s) of the Lodge, shall meet and try to resolve the matter. Within ten (10) working days after such meeting, the Chief shall give his/her answer in writing to the Lodge.

Step 3.

If the matter is not satisfactorily resolved in Step 1 or 2, the Member with the Lodge, may take the matter to the City Administrator by submitting a copy of the grievance and the answer to the City Administrator within ten (10) working days after receipt of the answer in Step 2. Either the Lodge or the City Administrator may request a meeting to discuss the grievance. This meeting shall be held within ten (10) working days of submission of the grievance at this step. The City Administrator will give the Lodge a written answer within ten (10) working days of the meeting or within ten (10) working days of the submission, if no meeting is requested. The decision of the City Administrator shall be final and binding on the parties.

Section 3. Lodge Grievances

The Lodge may directly initiate a grievance involving the prospective interpretation or application of this Agreement to the Police Chief and a copy to the City Administrator, within the time periods set forth above. Such grievances will be initiated at Step 2 and processed through the Steps, as set forth above.

Section 4. Final Resolution

Grievances may be settled at any of the steps of the grievance procedure and if the settlement is reduced to writing and signed by the representatives of both the Lodge and the City, such resolution shall be final to the grievance.

In the event that the dispute is not resolved, the Lodge shall retain all rights that it may now have, or may in the future acquire, to obtain a judicial determination of any issue in any court of competent jurisdiction. This article of the Agreement is not intended to and does not subtract from or add to any legal rights or obligations that any party to this Agreement may have or may acquire.

Article 10 - Legal Representation

Section 1. Civil Action

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

Section 2. Criminal Charges

The City may provide legal counsel to Members in connection with any criminal charges alleging criminal misconduct from the performance of their duties while acting within the scope and course of their employment with the City. If the City elects to provide such counsel, it may withdraw from providing such counsel at any time.

Section 3. Grievances

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

Article 11 - Leave

Section 1. General

All full-time employees are eligible for compensated vacation time based on the employee's length of service and time worked during the year. Members continue to accrue vacation benefits while on any form of paid leave (e.g., sick leave, emergency leave, vacation, jury duty, bereavement, etc.), and while on paid or unpaid Family and Medical Leave. Members will not receive vacation pay in lieu of taking vacation days, except as otherwise provided in this Article and in the City's Personnel Manual. The current vacation scheduling process will continue to be followed by the Department for the duration of this Agreement.

Members who resign with proper notice (2 weeks), are laid off, or retire will receive vacation pay for any unused accrued vacation at the time of separation.

Section 2. Schedule of Vacation Accrual

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

- Members will accrue 3.08 hours per pay period up to their 5th year of continuous employment (80 hours per year).

- Members will begin to accrue 4.62 hours per pay period at the beginning of their 5th year to their 10th year of continuous employment (120 hours per year).
- Members will begin to accrue 6.15 hours per pay period at the beginning of their 10th year of continuous employment (160 hours per year).
- Long Term Service Days. Members who have completed 20 or more years of continuous employment will receive an additional 40 hours of vacation beginning with their 20th anniversary date and continuing each anniversary date thereafter. These hours may be sold back to the City or added to the employee's vacation balance on the payroll following the employee's anniversary date. The election of selling back these days must be made prior to the anniversary date.

Section 3. Accumulation of Vacation Leave

Members may carry over any remaining unused vacation hours to a maximum of 240 hours of vacation.

Section 4. Vacation scheduling

- A. Vacations will be scheduled utilizing the chain of command to notify the Chief or his/her designee of the vacation schedule desired. The Chief or his designee shall schedule vacations so as not to unduly interfere with the operations of the Department and will not unreasonably deny vacation requests.
- B. When there is a conflict between requests, and the approval of both requests would unduly interfere with the operation of the Department, seniority/time in grade shall prevail. Requests for vacation with less than two (2) weeks' notice may be approved at the discretion of the Chief of Police or designee, which shall not be unreasonably withheld.
- C. No Member will be required to change his/her scheduled vacation or accumulated holiday due to a senior employee transferring to the shift. The employee being transferred will retain all remaining vacation time as previously selected on their original shift.
- D. If a vacation request submitted by January 31st each year results in a conflict which would unduly interfere with the operations of the Department, seniority/time in grade shall prevail in resolving such conflict.
- E. Vacation may only be scheduled at a maximum of eighty (80) hours at a time and taken in increments of one-quarter (.25) of an hour. Conflicts in vacation are resolved by the Member's immediate supervisor.

Section 5. Compensatory Time

- A. All Members will be able to accumulate up to eighty (80) hours of compensatory time.
- B. Compensatory time earned will be allowed to be carried over to the next calendar year and can be used when approved.

Section 6. Holiday Time

A. General Provisions:

The following days are designated as legal holidays by the City Council. Members on a forty (40) hour schedule shall take the holiday on the holiday date unless otherwise approved by their immediate supervisor.

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Juneteenth
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (half day)
- Christmas Day

- B. **Holiday Schedule for Patrol Officers.** Officers assigned to work schedules which include the possibility of working holidays shall receive holiday pay as designated by the Chief of Police. Holiday pay shall be considered an eight-hour day (92 hours per calendar year) and shall be submitted as such at the end of the year for the holiday checks for eligible officers. This is irrespective of the officer's work schedule (eight, ten or twelve hour assignment).
- C. **Scheduled Work Time on Holidays.** Each Member working a forty (40) hour schedule shall be allowed time off with pay for each day of the foregoing holiday schedule.
- D. Members must work their last regularly scheduled day before and after the holiday or be on an approved leave of absence in order to receive holiday pay.
- E. Holidays will be observed on their officially designated calendar days except if a holiday falls on Saturday the holiday will be observed on the preceding Friday, if a holiday should fall on a Sunday observance will be on the Monday immediately following.

Section 7. Bereavement Leave

Bereavement benefits are separate from a Member's accrued sick and vacation days and will not be deducted from these balances. Time off for bereavement for the death of an immediate family member of the Member or the Member's spouse (defined as parents, spouse, children, siblings, grandparents including any "great" relationship, and any relative permanently residing in the same home as the employee) will be paid for up to 3 days of leave for regularly scheduled hours of work. In general, any absences beyond those 3 days will not be compensated unless the Member chooses to use vacation days for the time lost. Bereavement pay is calculated based on the base pay rate at the time of the absence.

Section 8. Sick Leave

- A. **Accumulation of Sick Leave:** The City of Chesterfield provides compensation for full time employees who miss work due to personal or family (defined as parent, spouse, and child) illness. While these days are not meant to be "extra" days of pay, these days can be used in the event of family or personal illness, as long as scheduling does not place an undue hardship on the department. Employees begin accruing sick leave on their date of hire at a rate of approximately 3.7 hours per pay period. Employees may carry over unused sick leave to a maximum of 960 hours. Sick leave may be taken in increments as short as one-quarter (.25) hours. However, the sick leave already credited to a Member on the date this Agreement is executed shall not be reduced until taken or paid.
- B. **Use of Sick Leave:** Members will provide the on-duty supervisor as much advance notice as possible, but not less than one (1) hour prior to the beginning of their work shift that they wish to use the sick leave. The Department, or the Chief, may require any Member to furnish to their supervisor a medical form from a duly signed physician, dentist, or health care provider stating the general nature of the illness or injury and the approximate length of time the Member will be off work due to the illness or serious injury.

Section 9. Military Leave

Members shall receive Military Leave and Military Leave Benefits on the same basis as other employees of the City, pursuant to City policy as may be amended from time to time. For purposes of clarification, that policy currently provides:

A military leave of absence will be granted to employees to attend training or if called to serve active duty with the U.S. armed services. Employees granted a military leave under this provision will be eligible to receive their base rate of pay less the base rate of pay received from military service for up to a maximum of one (1) year. If the base pay earned through the military is greater than the City's base rate of pay for the employee, no differential in pay will be recognized. Per City Council Policy, vacation, sick leave, retirement and holiday benefits will continue to accrue during the first 12 months of a military leave of absence.

Employees should provide their supervisor with a copy of their orders in advance of the leave with as much notice as possible.

Military Training. Employees granted military training leave will receive pay for all scheduled workdays during the training period. Paid leave for military training will not exceed 15 days in any military year—October 1 through September 30. If Military Training is in excess of 15 days, the employee can charge the absence to vacation, personal time off, or holidays if available. The employee may also take the additional time off unpaid.

Section 10. Jury Leave and Witness Leave

Members are encouraged to fulfill their civic responsibilities by serving on jury duty or appearing as a witness, if required by summons or subpoena. All full-time Members will be granted leave with pay, less any pay received for the period of such service, when they are scheduled to serve as a juror or testify as a witness under subpoena. The Member must show the jury duty summons to their supervisor as soon as possible so that he or she may arrange to accommodate the Member's absence. A leave request form must be submitted at least three (3) days prior to the date(s) requested for leave. The Member is expected to report for work whenever the court schedule permits. If the Member is required to call in to the court on a day-to-day basis, the Member must keep their supervisor informed of the court schedule and when the Member will be available to work. Compensation received by courts must be signed over to the City through the Member's supervisor or Department Head and forwarded to the Finance Director.

Section 11. Parental Leave

Eligible members may receive parental leave benefits as described and limited by City Council Policy CC-25, approved by City Council on July 17, 2023.

Section 12. Additional Paid Personnel Leave for new employees

The collective bargaining group excludes probationary employees. However, at their regular meeting on July 18, 2022, City Council approved Staff's recommendation to provide first year, probationary employees an additional five (5) days or forty (40) hours of paid personal time to be used during probation during their first year of employment. These forty (40) hours are not vacation days, they expire at the end of the employee's first year, and there is no financial entitlement to the employee for payout of any unused time.

Article 12 - Benefits

Section 1. Health, Dental, Vision and Life Insurance Coverage/Continuation of Current Benefits.

The City commits to the fringe benefit levels currently afforded to all City employees and as currently described by general order, personnel policy and/or City ordinance, without reduction or change, for the duration of this Agreement, except as provided below.

The City retains the discretion to determine plan design and coverages of the health and welfare insurance policy. Members covered by this Agreement shall receive the same health and welfare eligibility, participation options and coverages as the non-represented employees of the City, and at the same employee premium costs.

The parties understand this "stand down" agreement applies, without limitation, to pension, disability and life insurance coverages, vacation/PTO benefits, personal days, sick leave accrual, and the Section 457 plan.

Section 2. Pension

The City agrees to retain the Section 401(a) retirement plan in effect for the duration of this Agreement, including keeping the current City contribution percentage at 8%.

Section 3. Voluntary Deferred Compensation

Members employed by the City shall be afforded the option to enroll into a secondary retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program.

Section 4. Vaccinations and Boosters

The City will provide vaccinations and/or booster doses for communicable diseases and blood borne pathogens in compliance with Missouri Department of Health and OSHA regulations for the following diseases, at a minimum: Hepatitis A, B, and C (if exposed), Tuberculosis; Tetanus; and AIDS/HIV (if exposed).

Section 5. Slain Officer / Dependent Coverage

The City agrees to continue in effect for the duration of this Agreement the current occupational death benefit provided to commissioned law enforcement Members.

Section 6. Retiree Health Benefits

Members employed by the City for twenty (20) continuous years of service and who are 60 years of age or older shall be allowed to participate in the Bridge to Medicare program. The retiree shall be eligible to maintain their participation in the City sponsored medical insurance plan at employee rates. To obtain family coverage, the employee must be enrolled in family coverage at least two years prior to early retirement. After retirement, Members have the option to change coverage from "family" to "single," but not vice-versa. Once begun, coverage is available until the retiree becomes Medicare eligible.

Article 13 – Training

The City and the Lodge agree that to have a professional police department there are certain training requirements that must be met, the following is a guideline that has been set forth to ensure that all Members receive the necessary training which allows them to perform their duties in a professional manner.

- A. Members who carry a firearm in performance of their duties will receive firearms training in accordance with P.O.S.T. requirements and Department standards, and will be required to pass a qualification course for each Department owned or approved firearm issued or carried by each Member. In addition, the Department will provide open range time quarterly each year to occur in an eight (8) hour time slot, consecutive or split, between the hours of 0700 and 2200, so long as a range safety officer is available, unless the range is closed for maintenance or deemed unsafe due to weather conditions per the Patrol Commander. A pre-determined make-up date shall accompany each planned open range date.

- B. Any Member not able to pass the qualification courses will be provided with remedial firearms training. This training will be at the convenience of the firearms instructors currently titled as such by the Department.

Training required by the Department shall be on-duty time and will be scheduled at the discretion of the Department.

Article 14 – Compensation

Section 1. Compensation Plan for Police Officers and Sergeants

Compensation for Bargaining Unit Members shall be governed in accordance with the following:

Patrol Officers- Effective First full payroll in
January 2024

<u>Year/Step</u>	<u>Salary</u>
Step 1 (Drop after second full payroll in January 2025)	\$63,000
Step 2	\$65,520
Step 3	\$68,141
Step 4	\$70,866
Step 5	\$73,701
Step 6	\$76,649
Step 7	\$79,715
Step 8	\$82,904
Step 9	\$86,220
Step 10	\$89,669
Step 11	\$93,255

Sergeants- Effective First full payroll in January
2024

<u>Year/Step</u>	<u>Salary</u>
	\$85,798
Step 2	\$89,230
Step 3	\$92,799
Step 4	\$96,511
Step 5	\$100,372
Step 6	\$104,386

Step One of each matrix is to be eliminated effective the second full pay period in January of 2025, after application of the annual step increases.

Placement of Members in the above Step Pay Plan, shall be effective the first full payroll in January of 2024 and will be determined per the side letter of Understanding executed in conjunction with this agreement.

If approved by City Council, the Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers Association; the compensation matrix shall be effective the first full payroll in January of 2024, superseding the final year of the 2021 – 2024 Collective Bargaining Agreement between the City of Chesterfield, Fraternal Order of Police, Lodge 15.

It is understood and mutually agreed, that certain members identified and slotted in the compensation steps per the side letter agreement, are probationary, having not yet served one full year in their current capacity, and are being slotted in the designated pay step prior to completing their probationary period and will not receive an additional step increase at their one-year anniversary. The step increase that would otherwise be awarded at completion of their one-year anniversary is being granted early, prior to completion of their probationary period and the next step increase will occur effective for the first full payroll period in January 2025.

The slotting or placement of all current members is provided in the side letter of understanding. Those individuals shall be eligible for step increases annually, in conjunction with the first full payroll in January, as provided elsewhere in this agreement. Compensation increases for new hires, promotions and/or future members shall be accomplished as follows:

FIRST SCHEDULED INCREASE IN COMPENSATION AT 1ST ANNIVERSARY

Upon successful completion of their probationary period, members of the bargaining unit will progress to the next higher step of the approved salary matrix.

SECOND SCHEDULED INCREASE IN COMPENSATION

Transition all Police Officers and Sergeants to the regular annual implementation of scheduled January step increases (effective the first full payroll after January 1st each annum):

Police Officers and Sergeants with a hire date of January 1st to September 30th, in any given year, will receive their annual performance evaluation and will progress to the next higher compensation step effective the first full payroll period after the January 1st that precedes their second anniversary date, subject to the exclusion provided for an unacceptable performance evaluation.

Police Officers and Sergeants with a hire date of October 1st to December 31st in any given year, will receive their annual performance evaluation and will progress to the next higher compensation step effective the first full payroll period after the January 1st following their second anniversary date, subject to the exclusion provided for an unacceptable performance evaluation.

Thereafter, each Police Officer or Sergeant will receive an annual evaluation and step increase effective the first full payroll after January 1st of each calendar year, subject to the exclusion provided for an unacceptable performance evaluation.

Members who receive an unacceptable performance review are not eligible for a step increase for that year. An unacceptable performance evaluation is defined as any evaluation resulting in an overall composite evaluation score less than 3.00, or any evaluation in which the employee receives scores of two (2) or less in three or more individual categories.

Section 2. Promotions

A promotion is the assignment of a Member from one position to another position having a higher maximum salary. When a Member is promoted to a position in a higher classification, the Member's salary shall be increased to not less than the minimum rate for the higher classification or to another point in salary range, whichever provides the Member with a salary increase of at least two and one-half percent (2.5%) above their current rate of pay. The promoted Member begins a one-year probationary period as of the effective date of promotion.

Article 15 – Overtime Payment

Section 1. Hours

Members who work in excess of their regularly scheduled hours, or who work other than their regularly scheduled shift shall be compensated at the rate of one and one half (1.5) times their hourly rate of pay for all hours worked outside their regularly scheduled shift during that pay period, or if the City offers compensatory time, the Member may choose to receive compensatory time at one and one half (1.5) times the hours worked outside their regularly scheduled shift. With the exception of court time, Members on approved leave or administrative leave shall not be eligible for overtime. Overtime/Compensatory Time shall be paid in fifteen (15) minute increments.

Section 2. Off Duty Overtime

Members who receive a phone call from any Department superior: Sergeants, Lieutenants, Captains, or Chief concerning a job related issue on their off time regarding a substantive issue, shall be compensated for the actual time spent on the call or one quarter (1/4) hour, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate.

Section 3. Call Back Overtime

Members who are called back for unscheduled duty with less than twenty-four (24) hours' notice will receive pay for a minimum of two (2) hours or for actual hours worked, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate of pay, or receive compensatory time. Hours worked which coincide with a Member's regularly scheduled tour of duty shall not apply to this provision.

Section 4. Court Time

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

Article 16 – Retirement/Separation

With regard to the Law Enforcement Officers Safety Act (LEOSA), its subsequent amendments in 2010 and 2013, and Chesterfield Police Department General Order 114-11, this Article will serve to clarify the classifications of Retirement Law Enforcement Officer and the benefits and rights thereof.

DEFINITIONS

- I. **Retirement** – A commissioned officer of any rank or position within the Department is considered to be officially retired when the following conditions are met:
 - A. The retiring officer has reached at least ten (10) years of service with the Chesterfield Police Department and a total of twenty (20) years of service in law enforcement.
 - B. The Officer is retiring from employment in law enforcement.
 - C. Two (2) weeks written notice has been given establishing the official date of separation.
- II. **Separated Law Enforcement Officer** – A commissioned officer of any rank or position within the Department is considered to be officially separated when the following conditions are met:
 - A. The separating officer has total of ten (10) years of service in law enforcement serving at least five (5) of those years of service with the Chesterfield Police Department.
 - B. The separating officer is not on probationary status with the Chesterfield Police Department and is leaving in good standing.
 - C. Two (2) weeks written notice has been given by the officer to the Department establishing the official date of separation.
 - D. That officer, under federal guidelines, will be eligible to carry a firearm when meeting the requirements of being a separated Law Enforcement Officer

- III. For those Members that meet the above definitions for official retirement, the following benefits will apply:
- A. The retiring Member will receive one retirement badge and one retirement I.D., which will serve to identify the officer as having met the requirements of a retired police officer with City of Chesterfield and/or under the rights provided to the Officer by LEOSA and its amendments.
 - B. That officer, under federal guidelines, will be eligible to carry a firearm when meeting the requirements of being a retired Law Enforcement Officer
 - C. Those Members who qualify under the above guidelines as Retired shall also receive all previously agreed upon benefits for those of retired status.

Article 17 – Miscellaneous Provisions

Section 1. Off-Duty Responsibility

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

Section 2. General Orders

The Department will make accessible to each Member a notebook in print or electronic media that contains the City Policies, Procedures, General or Special Orders of the Department, and this Agreement.

Section 3. Body Cameras

The Department's use of body cameras shall be governed by General Order 136-17 "Body Worn Cameras" effective, January 8, 2018.

Section 4. Lay-Offs

In the case of a layoff or reduction in force, Members shall be laid off/terminated by order of reverse seniority within a particular classification. An individual who is laid off/dismissed under this Article shall have the right to bump the person with the lowest seniority in a lower classification to the extent he or she has greater seniority than the person he or she seeks to bump and take the position and assignment of the bumped individual as long as the more senior individual is qualified and able to perform the job. This right must be exercised within five (5) calendar days after the person is informed of the layoff/reduction in force. For purposes of this Article, seniority shall be determined by years of service within the Department. Members laid off shall be placed on a recall list good for one (1) year and shall be recalled from that list in the reverse layoff order.

Section 5. Employee Referral and Incentive Benefits

Eligible members may receive employee referral and retention incentive benefits as described and limited by City Council Policy CC-26, approved by City Council on July 17, 2023.

Article 18 – Entire Agreement

This Agreement will be considered as addendum to the Personnel Policies and Procedures. If a conflict exists between this Agreement and the City Personnel Policies and Procedures or Department General Orders, this Agreement will prevail. However, if there is no conflict, the Personnel Policies and Procedures or Department General Orders will prevail. Any City personnel policies or procedures not specifically addressed in this Agreement will continue to apply to Members as per the terms and provisions of such policies and procedures unless and until modified or terminated by the City. Waiver or any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

Article 19 – Saving Clause

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

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

Article 20 – Revenue Kickout Clause

Annual Step increases and matrix increases may be waived (pending further negotiations between the parties) at the discretion of the City in the event either of the following occurs: (i) the City reasonably anticipates or experiences a combined Loss of General and/or Public Safety Fund Municipal Taxes and Franchise Fee revenues in excess of \$1.0 million below the actual 2019 revenues of \$17,297,453, as accounted for on a Cash Basis in Funds 4101-4104, 4200, 4205 and 4430; or (ii) the City is likely to experience such a reduction in its future funding levels due to a force majeure event or change in legislation or controlling law. For purposes of this paragraph, revenue shortfalls will be measured over the 12-month period following onset of the incident, events or circumstances contributing to the revenue shortfall or anticipated revenue shortfall.

Prior to enacting the Revenue Kickout Clause, a meeting must be held between the Parties. At this meeting, the City must specifically identify the incident, events or circumstances contributing to the Loss or reasonable anticipation of a Loss. The identified Funds' (4101-4104, 4200, 4205 and 4430) revenues will be reviewed based on the Cash Basis accounting numbers.

In the event the annual step increases and matrix increases scheduled for January 1st in any contract year are waived in accordance with the prior paragraph, such action shall be reviewed prior to the end of each subsequent 3-month period following January 1st, (April 1st, July 1st, October 1st) to determine if the actual or reasonably anticipated loss of revenues preceding the decision to waive the increases in accordance with subparagraphs (i) or (ii) above, remain valid. The City will present and the parties will discuss updated revenues to date for each Fund (Cash Basis), current projections on future revenues for each Fund, and the parties' respective viewpoints on the current state of the conditions that gave rise to the wage freeze. In the event it is determined that the conditions precedent are no longer valid, the step and matrix increases will be implemented in the first full payroll following the review period (April 1st, July 1st, October 1st).

If the Parties are unable to reach an agreement on whether the Revenue Kickout Clause should continue or cease following any quarterly review described in the preceding paragraph, the available remedy will be

for the Lodge to file a grievance pursuant to Article 9, Section 3 of the Agreement. Individual members may not grieve this issue either on their own behalf or on behalf of the membership at large.

Article 21 – New Revenue Sources

In the event the City realizes, or reasonably anticipates an increase of unrestricted ongoing annual revenues in the General Fund or Public Safety Fund, in excess of \$1.5 million resulting from a new revenue source, but excluding non-recurring or irregular revenue sources, the City agrees to meet and confer for the purpose of discussing potential modification(s) to the economic provisions of this agreement. Notwithstanding the obligation to meet and confer, all provisions and terms of this agreement shall remain in full force and effect, unless and until there is mutual agreement of modifications and subject to the final approval by the City Council.

Article 22 – Duration

This Agreement shall become effective upon its execution, and shall terminate at 11:59 p.m. on June 30, 2027. Either party desiring to negotiate any modifications to this Agreement shall give notice of the same at least ninety (90) days prior to the expiration date. Failure to do so shall result in this Agreement being automatically renewed for a period of one (1) year. In the event notice of reopening is served, this Agreement shall continue in full force and effect until a new Agreement is signed by the parties or until the parties reach an impasse in negotiations.

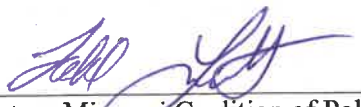
**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE
DATE WRITTEN BELOW**

**Michael Geisel,
City Administrator**

City of Chesterfield

Date

Printed Name



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

1/4/2024

Date

Todd Lantz

Printed Name

SIDE LETTER OF UNDERSTANDING

This Side Letter of Understanding is made a part of the January, 2024 through June 30, 2027 Collective Bargaining Agreement between the City of Chesterfield, Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers' Association (the "Agreement"). This Side Letter expires with the Agreement on June 30, 2027 and will not continue in effect thereafter or become a permanent part of the Agreement.

If approved by City Council, the Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers Association; the compensation matrix shall be effective the first full payroll in January of 2024, superseding the final year of the 2021 – 2024 Collective Bargaining Agreement between the City of Chesterfield, Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers Association and the current bargaining unit members will be initially "slotted" as follows:

Members will be slotted in the compensation Step identified below, effective for the first full payroll period following City Council approval:

OFFICERS


Youngberg, Ryan	Step 1	\$63,000
Triulzi, Maxwell	Step 1	\$63,000
Smith, Scott	Step 1	\$63,000
Schroeder, Jordan	Step 1	\$63,000
Rouse, Thomas	Step 1	\$63,000
Layton, Joseph	Step 1	\$63,000
Laws, Travis	Step 1	\$63,000
Krueger, Adam	Step 1	\$63,000
Keathley, Trevor	Step 1	\$63,000
Kaufmann, Andrew	Step 1	\$63,000
Hartman, John	Step 1	\$63,000
Ferlis, Christopher	Step 1	\$63,000
Crocker, Amanda	Step 1	\$63,000
Campbell, Melvin	Step 1	\$63,000
Bruno, Louis	Step 1	\$63,000
Tanner, Autry	Step 1	\$63,000
Rose, Samuel	Step 1	\$63,000
Wood, Ryan	Step 2	\$65,520
Trivette, Shelby	Step 2	\$65,520
Ramsey, Austin	Step 2	\$65,520
Maedge, Connor	Step 2	\$65,520
Kennemer, Zakary	Step 2	\$65,520
Hoffmeister, Domenic	Step 2	\$65,520
Hindman, Alida	Step 2	\$65,520
Hertzog, Zachary	Step 2	\$65,520
Gorczyca, Stephen	Step 2	\$65,520
DeBisschop, Cody	Step 2	\$65,520
Brewer, Joseph	Step 2	\$65,520

Rocklage-Dompierre, Amanda	Step 3	\$68,141
Ulrich, Richard	Step 3	\$68,141
Tyndell, Kyle	Step 3	\$68,141
Saavedra, Celia	Step 3	\$68,141
Restivo, Kevin	Step 3	\$68,141
Niemeier, Matthew	Step 3	\$68,141
Lewis, Tyler	Step 3	\$68,141
Holroyd, Devin	Step 3	\$68,141
Clymer, Michael	Step 3	\$68,141
Brown, Colten	Step 3	\$68,141
Wood Jr., Frank	Step 4	\$70,866
Lucchesi, Anthony	Step 4	\$70,866
Hahn, Kyle	Step 4	\$70,866
Gibbs Crissen, Angela	Step 4	\$70,866
Budd, Andrew	Step 4	\$70,866
Best, Michelle	Step 4	\$70,866
Saffa, Ashley	Step 4	\$70,866
Mueller Arthur	Step 4	\$70,866
Putnam, Jacey	Step 5	\$73,701
Lowe, Austin	Step 5	\$73,701
Fenton, Christopher	Step 5	\$73,701
Carter, Timothy	Step 5	\$73,701
Schreiber, Kyle	Step 6	\$76,649
Rupp, Gregg	Step 6	\$76,649
Muench, Christopher	Step 6	\$76,649
Dammrich, James	Step 6	\$76,649
Broeker, Ryan	Step 6	\$76,649
Paubel, Mathew	Step 7	\$79,715
Meyer, Chadwick	Step 7	\$79,715
Lantz, Todd	Step 7	\$79,715
Friemel, Craig	Step 7	\$79,715
Spratt, Anthony	Step 9	\$86,220
Scoggins, Scott	Step 9	\$86,220
Powers, Paul	Step 9	\$86,220
Pousson, Matt	Step 9	\$86,220
Pollman, Christopher	Step 9	\$86,220
Kaatmann, Christopher	Step 9	\$86,220
Ghassemi, Shahram	Step 9	\$86,220
Cordia, Terry	Step 9	\$86,220
Borawski, Jr. Stephen	Step 9	\$86,220
Aspinal, Steven	Step 9	\$86,220

SERGEANTS

Bromwich, Jason	Step 1	\$85,798
McWilliams, Randy	Step 1	\$85,798
Ovca, Jeffrey	Step 1	\$85,798
McGee, Clayton	Step 1	\$85,798
Turntine, Timothy	Step 2	\$89,230
Powell, Robert	Step 2	\$89,230
Schlemmer, Donald	Step 2	\$89,230
Wittman, Eric	Step 3	\$92,799
Gunn, Gary	Step 3	\$92,799

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SIDE LETTER OF UNDERSTANDING ON THE DATE WRITTEN BELOW



City of Chesterfield

2024-1-4 Michael Geisel,
Date City Administrator
Printed Name



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

1/4/2024 Todd Lantz
Date Printed Name

