

**City of Independence, Missouri
Police Department
&
Fraternal Order of Police
Lodge No.1**

Work Agreement

Effective July 1, 2021 through June 30, 2024

Approved by the Council on

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ARTICLE 1 - RECOGNITION

The City of Independence, MO (hereinafter the "City") and the Police Department of the City of Independence, MO (hereinafter the "Department") recognize and acknowledge the Independence Fraternal Order of Police, Lodge #1 (hereinafter the "Lodge") as the representative for police officers, master police officers, detectives, police records technicians, property control technicians, detention officers, detention supervisors, crime scene investigators, parking enforcement officers and sergeants employed by the Department, for the purpose of meeting and conferring pursuant to Resolution No 4398.

The City and the Department shall not contract with or make any agreements with any individual or group of bargaining unit members in matters of pay, hours of work, or other conditions or any matters which are the subject of any provision of the contract unless such has been agreed to in writing and in advance by the Lodge.

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 represented by the Lodge to meet and confer with the City in the determination of their conditions of employment, and the administration of grievances for the purpose of administering this Agreement.

Section 3. Dues Deductions. The City agrees to deduct dues from the wages of Lodge Members who voluntarily provide the City with a written authorization. This will stay in effect until the Lodge Member gives written notification to both the Lodge and the City, thirty (30) days in advance of termination of paid dues. The City will be afforded thirty (30) days lead time from the date of a written notice from the Lodge of any dues increase before it is obligated to deduct said dues increase.

[TA]**Section 4. Lodge Business.** Lodge Representatives shall be paid at their regular scheduled rate for scheduled time lost while attending meetings with the City. In addition, five (5) Lodge Representatives shall be paid for their scheduled time lost while attending meetings with City representatives for the purpose of negotiating the renewal of the Work Agreement.

Section 5. Bulletin Board. The City agrees to furnish space in the Ground Floor Squad Room for suitable Lodge furnished Bulletin Board. This bulletin board is for use by the Lodge only.

ARTICLE 3 - MANAGEMENT RIGHTS

The City possesses the sole right to operate and manage the Department. Without limiting the generality of the forgoing, the City possesses and retains the right to:

1. determine the mission of the Department;
2. direct the working forces;
3. hire, assign, promote, transfer, or lay off bargaining unit members;
4. determine the methods, means, number of personnel, number of job classifications, job duties, equipment and supplies needed to carry out the mission of the Department;
5. discipline or discharge for just cause;
6. change existing methods, procedures, policies, orders, or facilities;

7. take whatever other actions may, in its judgment, be necessary to carry out the mission of the Department.

It is the intent of the City to meet and confer with the Lodge regarding matters, which affect bargaining unit personnel. The parties recognize that such action is not required by law and is purely voluntary on the part of the City.

The Lodge will attempt to resolve any issue involving the Department by discussion with the Chief before making any public statement or involving personnel outside the Department.

It is the intent of both parties that the recognition of the Lodge will facilitate the resolution of issues that may arise within the Department in a prompt and amicable manner. The Lodge agrees that in the event of any dispute or difference, it may have with the Department or any member of management during the term of this Agreement, the Lodge shall attempt to resolve the matter through the grievance procedure set forth herein.

The parties recognize that Sergeants under departmental direction exercise a degree of supervisory authority and the Lodge agrees that no attempt shall be made to influence Sergeants in the exercise of their supervisory authority.

ARTICLE 4 - PROBATIONARY BARGAINING UNIT MEMBERS

Section 1. Officers. New officers shall be considered probationary officers for the first twelve (12) months after their date of commission. Any interruption of employment (leave, sickness, injury, etc.) during the probationary period in excess of seven (7) working days shall not be counted as part of the probationary period. Probationary officers shall not accrue seniority until the completion of their probationary period. Upon completion of the probationary period, the officers' seniority date will be measured from their date of commission as provided in Article 5.

Section 2. Civilians. New civilian bargaining unit members shall be considered probationary employees for the first six (6) months of their employment. Any interruption of employment (leave, sickness, injury, etc.) during the probationary period in excess of seven (7) working days shall not be counted as part of the probationary period. Upon completion of the probationary period, the civilian bargaining unit member's seniority date will be measured from their date of hire as provided in Article 5.

Section 3. Sergeants Promotion. An officer promoted to Sergeant shall be on probation for the first twelve (12) months of service in the higher rank. During the probationary period, Sergeants may be demoted to their former rank by the Chief. Any Sergeant who is demoted shall be notified, in writing, by the Chief, of the reasons for the demotion, with a copy sent to the Lodge. No officer shall be demoted for arbitrary or discriminatory reasons.

ARTICLE 5 - SENIORITY

Section 1. Officers (General). Seniority shall be measured by continuous service as a sworn police officer, in the Department from the date of commission by the City of Independence, unbroken other than by vacation, military leave, or other authorized leaves of absence of less than ninety (90) days.

Seniority shall be broken by discharge, resignation, retirement, permanent disability, or leaves of absence of ninety (90) days or more, or layoff of twelve (12) months or more. There shall be no break in seniority when the bargaining unit member is on extended medical, disability or injury leave as described in Article 18, of this Agreement, but seniority shall be broken if said leave is not extended. In cases of a break in

seniority caused by leaves of absence of ninety (90) days or more, seniority shall be reduced only by the number of days in excess of ninety (90) days for leaves of absence. In cases of disputes concerning seniority, the Department's records shall govern. The seniority of officers who have the same date of commission shall be established by the individual officer's date of hire. In cases where the date of hire with the Department and the date of commission are the same, seniority shall be established by the individual officer's ranking on the Department's hiring eligibility list.

Section 2. Specialized Assignments. Specialized assignment seniority shall be measured by time spent in a particular specialized assignment. Time spent in other specialized assignments, even within the same division, shall not be counted towards seniority in the current specialized assignment.

Section 3. Supervisors. Seniority for sergeants shall be measured by time in grade based on the date of promotion. If time in grade is equal, then the ranking on the applicable eligibility list, from which they were promoted, will control.

Section 4. Civilians. Seniority for civilian bargaining unit members shall be measured by continuous service in their current position within the Department from the date of last hire, unbroken other than by vacation, military leave, or other authorized leaves of absence of less than ninety (90) days. Seniority shall be broken by discharge for just cause, resignation, retirement, permanent disability, or leaves of absence of ninety (90) days or more, or layoff of twelve (12) months or more. There shall be no break in seniority when the bargaining unit member is on extended medical, disability or injury leave, but seniority shall be broken if said leave is not extended. In cases of a break in seniority caused by leaves of absence of ninety (90) days or more, seniority shall be reduced only by the number of days in excess of ninety (90) days for leaves of absence. In cases of disputes concerning seniority, the Department's records shall govern.

The seniority of civilian bargaining unit members who were hired for the same job classification on the same date shall be established by the individuals' date of hire with the Department. In cases where the date of hire for the job classification and date of hire with the Department are the same, then seniority shall be established by the individual bargaining unit member's ranking on the Department's hiring eligibility list.

Section 5. Reduction in Force. In the event of a reduction in force, if skill, ability, and dependability are relatively equal, seniority will be the determining factor in selecting the officers and civilian bargaining unit members to be laid off with those bargaining unit members' with the least seniority being the first to be laid off. Officers and civilian bargaining unit members will be recalled to duty in reverse order of their layoff.

Section 6. Roster. The Lodge will be provided with an up-to-date seniority roster containing names, length of service (time in grade for Sergeants), unit and rank of each officer, and unit and job classification of each civilian represented by the Lodge. This seniority roster shall be provided to the Lodge and will be posted no later than fifteen (15) calendar days prior to the opening of the shift preferences period in September.

In the event an officer or a civilian believes an error has been made as to their position on the seniority roster, they shall have ten (10) calendar days after the roster is posted to file their protest, in writing, with the Chief, through the Lodge.

Section 7. Rehires. Bargaining unit members who have resigned and are rehired will have their department seniority adjusted in the same manner as a leave of absence in excess of ninety (90) days or more. This also applies to bargaining unit members returning to their original classification from different City classifications

outside of the bargaining unit. This provision only applies to bargaining unit member's seniority and no other benefits unless specifically mentioned within either the City Policies and Procedures or this Agreement.

ARTICLE 6 - HOURS OF WORK

Section 1. General. For 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), ten (10) or twelve (12) hour shifts. The regular work week shall begin at 12:01 a.m. on Sunday ending on the following Saturday at midnight. The City agrees to pay all bargaining unit members every two weeks.

The scheduled workday for bargaining unit members at the signing of this Work Agreement, will remain in effect for the duration of this document, unless it is modified in conformity with the following. If the City desires to make any proposed changes in the scheduled work day, it will first request to have such proposed changes reviewed by the Joint Standing Committee on hours of work, as established in Article 11, Section 4, below. Said committee shall study the matter, doing whatever investigative and other work it deems appropriate, and shall make a written recommendation to the City and the Lodge, within 45 days of the request from the City. If, after receipt of this report, the City still desires to make the proposed changes, the City will provide 60 days' notice of its intent to change the scheduled work day and will negotiate with the Lodge during that 60 day period over the proposed changes. If a mutual agreement is not reached, any changes in the work day will not be effective until 60 days after the notice was first given.

Section 2: Emergency Schedule Changes. In the event of a City-wide emergency as declared by the Mayor or City Manager, the Police Chief may alter work schedules as needed for the duration of the emergency. Should this become necessary, the Chief will consult in good faith with the President of the Lodge before implementing any change.

Section 3. Meal Periods and Coffee Breaks. Each bargaining unit member shall be allowed a paid meal period of thirty (30) minutes per tour of duty, subject to work load. These meal periods will not be taken during the first or last hour of work. During the meal period, a bargaining unit member will be subject to priority calls only. Subject to supervisor approval, the dispatcher will advise officers and crime scene unit personnel when they can take their meal breaks. Administrative personnel and those bargaining unit members temporarily assigned as administrative personnel will have a one (1) hour unpaid lunch break. Officers and lab personnel will be allowed to take two (2) work breaks up to fifteen (15) minutes each, while in-service, but subject to priority "1" through priority "4" calls, as long as they maintain contact with the dispatcher. Bargaining unit members covered by this agreement shall not be allowed to accumulate break time from one day to the next.

Section 4. Holidays.

- A. General Provisions: The following days are designated as legal holidays by City Council. When a designated holiday falls on Sunday, the following Monday will be observed as the holiday; when a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Employees required to work in excess of eight hours per day will be granted holiday pay equal to the number of hours required to work. An employee who voluntarily works a flexible schedule with hours exceeding eight hours per day will be granted a maximum of ninety-six hours annually or eight hours per holiday. Such employees may supplement their days off using accrued vacation leave, personal business, or compensatory time.

New Year's Day	Labor Day
Presidents' Day	Veteran's Day
Martin Luther King, Jr. Birthday	Thanksgiving
Truman's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

- B. Employees required to work on holidays. Employees with rotating days of work that include Saturday or Sunday will observe the actual holiday. Employees with regularly scheduled days of work from Monday through Friday will follow observed holidays in the same manner as administrative personnel. Regular non-exempt employees required to work on an actual or observed holiday (whichever applies to them, but not both) will be compensated at the overtime rate or receive compensatory time for hours worked, plus receive straight time for the holiday.
- C. Time off by proclamation. In light of the continuous nature of public safety operations, including during celebrations and emergencies, Police Department personnel shall not be entitled to "time off by proclamation" unless the relevant proclamation specifically designates employees in their particular job classification and work assignment as eligible to receive such time off.

Section 5. Sick Leave. Sick leave may be accumulated, without limitation, at the rate of eight (8) hours for each calendar month employed. Bargaining unit members employed by the Department on or prior to the fifteenth (15th) of the month shall receive sick leave credit beginning on the first (1st) day of the succeeding month. Sick Leave may be used for the following:

Sick or Disability Leave
Family Medical Leave

Bargaining unit members will notify the on-duty supervisor at least one hour prior to the beginning of their work shift that they wish to use sick leave, unless for good reason such notice cannot be given.

The Department may require any bargaining unit member, whom the Chief of Police concludes may be misusing sick leave, furnish to their supervisor a medical form from a duly licensed physician, dentist or health care provider stating the nature of the illness or injury and the length of time the bargaining unit member will be off work due to the illness or injury.

Section 6. Sick Leave During Vacation. A bargaining unit member may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use would be warranted if the bargaining unit member were not on vacation leave and provided further that a medical form from a duly licensed physician, dentist or health care provider is furnished, upon request, to the Department stating that the bargaining unit member was incapacitated to a degree which would have prohibited performance of normal duties.

Section 7. Retirement or Separation. A bargaining unit member who separates from the service via resignation with proper notice, retirement, death, or layoff, shall be compensated for accumulated sick leave credit as follows:

- 10 through 14 years of service: up to 260 hours
- 14 through 18 years of service: up to 520 hours
- 18 through 21 years of service: up to 780 hours

22 or more years of service (or line of duty disability/death): up to 1,040 hours

Payment shall be at the member's rate of pay at the time of separation on an hour-for-hour basis. A bargaining unit member can elect to take this payment in a lump sum or in by-weekly installments until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods. Bargaining unit members with less than ten years of service, or who quit without two (2) weeks' notice, or who are terminated for just cause shall not be eligible for this benefit.

Members hired on or after July 1, 2021 shall not be eligible to receive sick leave payout upon separation, for any reason. Sick leave accrual for these employees shall be capped at 1,250 hours for employees. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

Sergeant	\$575
Police Officer	\$525
Crime Scene Investigator	\$395
Property Control Technician	\$380
Detention Officers	\$375
Detention Supervisors	\$390
Police Records Technician	\$330
Parking Enforcement Officer	\$360

The annual 401a benefit will vest according to the following schedule:

Years of Service	Vesting
0-4	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10+	100%

Employees who have less than ten full years of service as of the day this Agreement is ratified shall have a one-time option to elect to be included in the 401a program, in which case they will not be eligible for pay out of any sick leave upon retirement and will be subject to the sick leave accrual caps set out above, but will participate fully in the 401a program outlined above, as if they had been hired on or after July 1, 2021. The election must be made in writing (email will suffice), within thirty days after the City Council approves the Work Agreement, and shall be irrevocable. Employees electing to be included under the 401a program will be credited for their prior service with respect to the vesting requirements set out above.

Additionally, the City will provide an initial contribution toward each employee's 401a account equal to their total years of service at the time of their election to participate in the program, rounded down to the nearest whole number and capped at five. For example, a police officer with 8.7 years of service on the day he or she elects to participate in the 401a program would no longer be eligible for any sick leave payout on separation, but would participate fully in the 401a program and would receive an initial contribution from the City in the amount of \$2,625 (5 x \$525). A property control technician with 3.9 years of service would receive an initial contribution from the City in the amount of \$1,140 (3 x \$380).

The initial contribution for any employee eligible to receive such contribution will be made in two equal amounts, on July 1, 2021 and July 1, 2022. All annual contributions will also be made on July 1 of each calendar year. Employees must be on the payroll as of July 1 in any given year to receive the initial or annual contribution payments. There shall be no pro-rating of any such payments for partial years of service. For example, the police officer in the first example above would receive \$1,312.50 on July 1, 2021 and \$1,312.50 on July 1, 2022, and would also receive his or her annual \$525 contribution, for a total contribution amount of \$1,837.50 each year in 2021 and 2022, and then \$525 per year thereafter.

Employees who experience a duty-related disability or who die while employed by the City shall automatically become fully vested, and shall receive any initial or annual contribution as if they had completed the then-current contract year (i.e. as if they had continued working to the next upcoming July 1 anniversary date).

ARTICLE 7 - WORK ASSIGNMENTS

Section 1. Watch Preference.

All bargaining unit members assigned to uniform patrol shall be assigned their respective shifts and district assignments annually by their respective Commander. Other considerations being equal, such assignments will be made in accordance with seniority. Notice of requests for watch assignment preference shall be posted by September 1.

Patrol Sergeants

- Notice of requests for preference for Patrol Sergeants will start on September 1 and cease September 10. During this bid, Sergeants shall send their request by e-mail to the Patrol Major and Patrol Administrative Assistant, requesting the shift and area of command that they prefer to supervise. E-mail must be time-stamped as received on or before September 10.
- Within 5 calendar days after the close of the Sergeants bid, the Sergeants watch assignments will be posted.

Patrol Officers

- Notice of requests for preference for Patrol Officers will be posted on September 15 and cease on September 25.
- Officers shall send their request by e-mail to the Patrol Major and Patrol Administrative Assistant, with a copy to their chain of command listing their 1st, 2nd and 3rd preference for watch assignments. E-mail must be time-stamped as received on or before September 25.
- The list of watch assignments will be posted on October 1st. Officers shall e-mail their respective Watch Commander with district preference by October 10th.
- The watch rosters will be posted by November 1st.

Bargaining unit members who do not receive their first or second preferences shall, upon written request, be provided the reasons for such denial in writing. Such bargaining unit members shall then have the right to grieve the decision to the City Manager or his or her designee if the denial of preference has been made in an arbitrary or discriminatory manner.

A bargaining unit member who fails to submit a request for watch preference during the appropriate time may be assigned to any watch, based on the decision of the Commander.

Civilian personnel shall be eligible to request shift assignment annually within the job classification to which they are assigned.

Probationary officers and civilians on probation shall be assigned to a shift at the discretion of the Unit Commander. Probationary officers and civilians on probation shall then be assigned a work assignment if necessary, at the discretion of the Shift Commander or their supervisor. They shall not be assigned a work assignment that has been assigned to an employee who has seniority.

Section 2. Specialized Assignments. Specialized assignments include:

- Selective Enforcement Unit
- Accident Investigation Unit
- Criminal Investigations Unit
- Field Training Officers (or the Department's equivalent program designated for the purpose of training new police officers)
- Training Unit Sergeant
- Drug Enforcement Unit
- Career Criminal Unit
- SWAT (full and part time)
- Canine
- Independence Center Officers
- Hawthorne Officers
- Crime Prevention Officer
- Crisis Intervention Team Officer
- Street Crimes• School Resource Officer
- Public Information Officer
- Jackson County Drug Task Force
- Drug Enforcement Agency Task Force
- Hostage Negotiator (part time)
- Explosive Ordnance Disposal (part time)
- Color Guard (part-time)

Grant positions (other than Patrol) received by the Department may also be considered specialized assignments for the purposes of this Work Agreement, and an eligibility list will be established to fill those positions. Specialized assignments may be created or abolished by the Department, after the Lodge is notified in writing and is afforded an opportunity to consult with the Department.

- A. Vacancies. Specialized Assignments. Vacancies in specialized assignments will first be opened to bargaining unit members within the specialized assignment of the vacancy. Any resulting

vacancy will then be opened to other qualified bargaining unit members utilizing the following procedure.

Whenever a vacancy in a specialized assignment exists and the Department anticipates that the vacancy will be filled, the Chief of Police or appropriate Commander shall post a notice announcing the vacancy for the specialized assignments for not less than thirty (30) days nor more than thirty-five (35) days. Requests to fill such positions shall be forwarded in writing to the Chief or the appropriate Commander via the requesting officer's chain-of-command. Officers who submit a request for preference in a specialized assignment shall have a minimum of two (2) years' experience in the Patrol Division of the Department, or four (4) years prior experience as a police officer in another comparable department (i.e. size, training, activity, and any other factors deemed relevant). This designation shall be made at the discretion of the Chief, at the time that the bargaining unit member is hired. Bargaining unit members on probation (As outlined within Article 4 of this document) shall not be eligible for consideration for any specialized assignment. If accepted, except as noted below, the bargaining unit member may not request any other assignment for a period of twenty-four (24) months. Bargaining unit members that hold part-time SWAT positions may submit for vacancies within other specialized assignments, if no conflict exists between the two positions. These time periods can be waived or reduced upon agreement between the Chief of Police and the President of the FOP.

Eligibility lists created for specialized assignments shall remain in effect for one (1) year. Rankings will be established for qualified candidates on the basis of oral board raw scores which shall factor in training, education, experience, ability, performance and peer review process ratings if applicable. If oral board raw scores are the same, seniority shall control. Bargaining unit members submitting a written request for position and not receiving an assignment to the eligibility list may request, in writing within ten calendar days of the posting, from the appropriate Unit Commander, the reason or reasons they were not placed on the list. The bargaining unit member requesting the reason or reasons they were not placed on the list shall receive a written response within ten (10) calendar days. The bargaining unit member shall then have the right to grieve the decision to the City Manager or his or her designee if the decision is made in an arbitrary or discriminatory manner.

Posting for a specialized position opening that closes with no one submitting an application for that position may be filled with a person or persons (in the event of multiple openings) having the least seniority in excess of the above mentioned service requirements within the Patrol Division.

Newly promoted sergeants shall serve a minimum of one (1) year within the Patrol Division before becoming eligible to apply for any specialized assignment or to be forced involuntarily into a specialized unit.

An exception to the above listed service requirement will be made only when the applicant is approved on a case-by-case basis following review and approval by both the Chief of Police and the President of the Fraternal Order of Police, Lodge #1.

- B. Field Training Assignments. Bargaining unit members assigned as Field Training Officers will receive two (2) hours of compensatory time for each day that they are assigned a recruit for evaluation time. Bargaining unit members assigned as Field Training Sergeants will receive two

(2) hours of compensatory time for each weekly packet that they are required to complete in accordance with the Field Training Program.

Section 3. Assignment Out of Position. The Lodge recognizes the need for individual employees to perform, from time to time, the duties of employees of a higher rank or job classification in order that they may receive the necessary work experience to advance in grade and to accomplish the mission of the Department.

The Chief of Police or his designee may declare a position to be temporarily vacant. If a position is declared to be temporarily vacant, it may be filled by any person appointed by the Chief of Police or his designee, in the following manner:

- A. Sergeant. Police Officers may be assigned by the Chief of Police or his or her designee to temporarily perform the duties of a sergeant in patrol.
- B. Captain. Sergeants may be given an opportunity to serve as an acting Captain to fill temporary vacancies in a Captain's position.

ARTICLE 8 - TRANSFERS

Section 1. Requests. Bargaining unit members may request a transfer, shift trade, or assignment if their current assignment is creating an undue hardship on them. Such requests must be made in writing and approved through the employee's chain of command. Requested transfers shall be granted for bona fide personal reasons only. If the transfer is denied the bargaining unit member may appeal the decision to the Chief of Police. That decision shall be final.

Section 2. Reasons. Bargaining unit members may be transferred by their commander to another division or assignment either temporarily, as a result of disciplinary action, for just cause, or for the annual preference period. Such transfers shall not be made for arbitrary or discriminatory reasons.

ARTICLE 9 - JOB CLASSIFICATION

The Department shall have full discretion to establish, modify, abolish, or redefine job classifications, in accordance with the City Personnel Policies and Procedures. The Department shall also set and define job descriptions and job requirements for job classifications. The Lodge shall be notified, in writing, of any changes in these descriptions or requirements, and afforded an opportunity to consult with the Department regarding any changes. Any change in a bargaining unit member's job classification, shall not result in a loss of pay for the affected employee.

ARTICLE 10 - PROMOTIONS

Section 1. Merit Promotion Qualifications. Promotion to the rank of Sergeant shall be based on merit. The merit guidelines shall be:

- A. Written Examinations. Each candidate must take a written examination prepared by a qualified outside firm or organization. The purpose of the examination shall be to determine the officer's suitability for promotion. The written examination shall be validated by an independent entity. The minimum cut-off or minimum score necessary to be deemed to have passed for applicants for Sergeant shall be 70%. All applicants for sergeant who meet the minimum or cut-off score will move on to the remaining portions of the testing process.

- B. Oral Board. All applicants who pass the written test will submit a list of supervisors as outlined below to conduct the oral board. Human Resources will tabulate the results and the individuals selected by the majority of officers taking their respective test will conduct the oral boards. If a tie vote occurs, the nominee with the time in grade will sit on the oral board. Each department supervisor will submit a list of five questions that they would like the oral board to ask applicants for sergeant. The oral board members will then select questions from those submitted. With the approval of Human Resources, the same questions will be asked of each applicant.
 - 1. Sergeants. The oral board for sergeants will consist of three sergeants, and two captains from the Independence Police Department.
- C. Supervisor Rating. Each sergeant and above will select their first through sixth choice for sergeant out of those that pass the written exam. The supervisors will respond to Human Resources to make their selection.
- D. Interview and Evaluation by the Police Chief. Each applicant to the position of sergeant will be interviewed and evaluated by the Chief of Police. The Police Chief will evaluate how the applicant has performed in areas including leadership traits, teamwork, professionalism, work ethic, and meeting organizational goals as well as other areas of job performance. The ranking by the Chief of Police will be the final step in the promotional process.
- E. The minimum overall cut-off score shall be 70%.

Section 2. Qualifications for Promotion. The City and the Lodge agree that officers seeking promotion to a higher rank must meet the following minimum qualifications.

Those personnel desiring a promotion to Sergeant must currently be a Police Officer with a minimum of four (4) years continuous service as a Police Officer with the Department. Those personnel with more than four (4) but less than ten (10) years of continuous service as a Police Officer with the Department must also have a minimum of thirty (30) college credit hours.

Section 3. Eligibility List. An eligibility list shall be established based on the written examination, oral board, supervisor rating, and Interview and Evaluation by the Chief of Police. Each candidate shall be rated on the above factors and these ratings shall be used to determine the candidates' overall rating. The ratings shall be determined as follows:

- A. Sergeant. Forty-five percent (45%) of the total rating shall be based upon the written examination, thirty-two percent (32%) shall be based upon the oral board, twelve percent (12%) shall be based upon the supervisor rating, and ten percent (10%) shall be based upon the Interview and Evaluation of the Police Chief. Officers will be awarded ¼% for each five years of service up to a possible total of 1%. Officers shall be placed on a promotion eligibility list in the order of their overall rating. Any tie among candidates of equal rating shall be broken by the relative seniority of the officers involved.

The eligibility list shall be available for inspection and each candidate will be notified of their respective position on the list and their score and percentile on each factor.

The Chief of Police with approval of the City Manager shall make promotions from the appropriate eligibility list in accordance with the candidate's position thereon, with the first person on the eligibility list promoted first. An officer may be passed over for promotion for sufficient cause, in which case each officer passed over shall be advised, in writing, of the reasons for being passed over, with a copy sent to the Lodge.

The testing procedure shall be administered in the first quarter of each even numbered year. Only officers who have attained the required time in grade at the time the written exam is administered shall be eligible to take the written examination. An officer who declines a promotion will lose their place on the eligibility list. The promotion process is considered to have started on the date the Human Resources administers the first written examination. The written examination will be administered during the first two weeks of February of the even numbered year. The then active promotion eligibility list will expire effective the date administration of the first written examination for the new promotion cycle occurs. The new eligibility list will be established and become effective on March 31st of each even numbered year. Should that eligibility list be exhausted prior to the next promotion process Human Resources may administer another written examination and create another eligibility list which shall be good only until the next promotion process begins.

Section 4. Human Resources Department. The Human Resources Department will administer the written test and the supervisor rating and will oversee all aspects of the testing process. With the exception of identifying only those applicants that have successfully taken and passed the written test, all test scores will be kept strictly confidential, even to the applicant, until the completion of all testing. If Human Resources releases any test scores, under any circumstances, prior to the completion of all testing the entire testing process will be considered invalid and the process will be repeated.

Section 5. Reopener. This Article may be reopened by either party upon thirty (30) days' written notice to the other party of its desire to reopen.

ARTICLE 11 - JOINT STANDING COMMITTEES

Section 1. Equipment and Uniform Committee. There shall be a joint committee of three (3) members appointed by the Chief of Police and three (3) members appointed by the Lodge. The Chairman shall be selected by the Chief of Police. The duties of the committee shall be to study, test, and evaluate new and existing equipment including vehicles, guns, leather, radios, uniforms, vests, helmets, batons, radar equipment, flash lights, range equipment, ammunition, and/or any other specialized equipment, or any other equipment necessary to adequately perform an assigned duty or police task.

- A. Committee members who are off-duty and who attend a scheduled meeting shall be compensated at their appropriate rate of pay, or at the member's discretion, compensatory time while attending said meeting.
- B. Committee members shall serve for one year on the board, starting January 1. A board member may continue to serve if reappointed.
- C. The Committee may meet quarterly or when a special meeting is called by the Chairman.

Section 2. Training Committee. There shall be a Training Committee to review requests for additional training and establish training guidelines, in addition to the training required by law and this Memorandum, and establish training requirements for specialized assignments. The Training Committee shall consist of two (2) members appointed by the Lodge and two (2) members appointed by the Chief of Police with the Training Unit supervisor serving as Chairman. The Chairman shall only be permitted to vote in event of a tie. Respective

Members of the Training Committee shall be appointed effective January 1 of each year and shall serve for one (1) year. A board member may continue to serve if reappointed.

The Training Committee shall review all requests for additional training by bargaining unit members to determine the validity of the request, based on the requesting person's current assignment. Bargaining unit members requesting additional training shall be required to submit the Department's Training Request form to the Training Committee through their chain of command. Supervisors receiving a Training Request Form, from a subordinate, shall submit, in the appropriate space on the form, their reasons for endorsing or not endorsing the request, and then forward the form to the next supervisor in the chain of command and then to the Training Committee Chairman, if approved. The Training Committee will not recommend training that exceeds the training budget or that cannot be considered P.O.S.T. certifiable.

The Training Committee shall meet at least once every month to review training requests, with the date and time determined by the Chairman. Members of the Training Committee not on duty at the time of a Committee Meeting shall be entitled to overtime pay. Training Committee recommendations are advisory only and forwarded to the Chief of Police for final action.

Bargaining unit members that have training requests denied will be notified, in writing, of the reasons for such denial.

In extenuating circumstances, i.e. time constraints or a lack of a quorum at Training Committee Meeting, the Chief of Police or his designee can approve or deny requests without a recommendation from the committee.

Section 3 Hours of Work. There shall be a joint committee of two members appointed by the Lodge and two members appointed by the Chief of Police with the Chief of Police serving as the non-voting chairman. The committee shall meet at the request of either the Chief of Police or the FOP President. Subject to Article 6, Section 1, the duties of the committee shall be to study, investigate and formulate any proposed changes in the scheduled work days or the starting times of any shift. In the event that either party wishes to make proposed changes in the scheduled work day, the committee shall review and investigate such proposed changes and prepare a committee recommendation. The other party shall be provided written notice of any such request. The committee shall submit its report within 45 days after it has been requested to review such proposed changes.

- A. Committee members who are off duty and who attend a scheduled meeting shall be compensated at the appropriate rate of pay and may, at the members' discretion, receive compensatory time rather than overtime for attending said meeting.
- B. Committee members other than the Chief of Police shall serve for a two year period on the Board. Committee members may continue to serve if reappointed.

ARTICLE 12 - INTERNAL INVESTIGATION PROCEDURES

Section 1. General. The Internal Affairs Unit may conduct investigations of complaints against an officer by citizens or fellow officers amounting to a violation of the General Orders, Policies and Procedures or City Charter. The Internal Affairs Unit may also assign complaints involving minor matters to the commander of the employee's Unit or Watch for a shift level investigation.

Section 2. Administrative Investigations. To ensure investigations by the Internal Affairs Unit are conducted in a manner conducive to public confidence, good order and discipline, while observing and protecting the individual rights of each bargaining unit member, the following rules, and procedures are hereby established:

- A. The Internal Affairs investigations are to be confidential and conducted in strict conformity with the guidelines contained in this Article.
- B. Any person with direct knowledge of an alleged act of misconduct may file a complaint against any bargaining unit member of the department. All complaints shall be in writing, unless the Chief orders otherwise, based upon information received from non-departmental sources. When Internal Affairs receives a complaint, it will promptly schedule an interview with the complaining party. Once Internal Affairs interviews the complaining party, confirming the complaint, it will promptly enter the complaint into the Internal Affairs database. Timelines for all complaints will run from the date the complaint is entered into the Internal Affairs database. Timelines may be suspended by mutual agreement, in writing, between the Union President and the Chief of Police or their designees, in exigent circumstances. In the event the City requests an extension and the Union declines to offer one, then the matter of whether an extension was just and appropriate under all the circumstances may be submitted to the arbitrator who shall have the authority to grant the extension if appropriate. The Department shall not prevent any person or persons from making a complaint against a bargaining unit member. Complaints signed by Department Personnel will occur no later than 45 calendar days after becoming known to a Captain or higher ranking officer.

However, before being investigated or entered into the Internal Affairs database, complaints involving matters submitted by an anonymous source shall be reviewed by a committee consisting of the Administrative Services Division Major, the Internal Affairs Unit Captain, and two members of the FOP's Executive Board. The committee shall determine by majority vote whether the complaint merits an investigation. If the committee deadlocks, the Chief of Police shall cast the deciding vote. If the subject of the complaint serves on the committee, an alternate member shall be named by the Chief of Police or the FOP depending upon whose member has been disqualified. If the committee recommends investigation, the complaint will promptly be entered into the Internal Affairs database, and the timeline will commence.

- C. No recommendations for or against disciplinary action shall be made by the Internal Affairs Unit. Reports of investigations by the Internal Affairs Unit are limited to fact-finding and evaluation of the complaint and of the complainant, if the complainant's mental, emotional, or other condition would have bearing on the complaint. This report will be forwarded to the Chief of Police.
- D. One of the findings listed below will be included in the report of investigation of an alleged act of misconduct:
 - 1. Unfounded: [The investigation indicates that] The act(s) complained of did not occur, the complainant admits false allegations, or the member was not involved.
 - 2. Exonerated: Acts did occur, but actions were justified, lawful and proper.
 - 3. Not Sustained: Investigation fails to disclose sufficient evidence to clearly prove or disprove the allegations made in the complaint.

- 4. Sustained: The investigation disclosed sufficient evidence to clearly prove the allegations.
- 5. Closed: The complainant failed to cooperate with the investigation.
- E. Pertaining to them personally, bargaining unit members involved in an Internal Affairs investigation must be advised, in writing, of the final finding of such investigation.
- F. 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 may be required by law, in the adjudication of a grievance, or as required by Article 24, Section 6.
- G. Matters which may be investigated at the shift level may include, but are not limited to, issues such as dependability, poor job performance, policy violations or minor public complaints. Performance issues of employees or matters discovered by the employee's chain of command may be subject to discipline that are not considered shift level complaints or Internal Affairs investigations.

Section 3. Procedures. Whenever a bargaining unit member is under investigation or subject to interrogation for any reason by the Internal Affairs Unit that could lead to punitive action, the investigation shall be conducted under the following conditions:

- A. Unless the seriousness of the investigation is of such a degree that immediate action is required, interviews shall be conducted at a reasonable hour, preferably at a time when the bargaining unit member is on duty, or during the normal working hours of the bargaining unit member. If the interview occurs during off-duty time of the bargaining unit member, the bargaining unit member shall be compensated for such off-duty time at the rate of one and one-half (1 1/2) times the normal rate of pay and the bargaining unit member shall not be released from employment for work missed.
- B. In all Internal Affairs Investigations, the Unit Commander shall be notified prior to one of his subordinates being questioned by a member of the Internal Affairs Unit.
- C. Bargaining unit members under investigation or being interviewed, shall have the right to be represented by one Lodge representative, Lodge attorney, or both. Interviews shall be suspended for a reasonable time until representation can be obtained, if necessary. A Lodge Representative will not be compensated at the overtime rate of pay or by compensatory time for the time so spent. Under normal circumstances, an FOP representative who is on duty and available will be allowed to attend provided that his/her attendance does not cause operational difficulties.
- D. Bargaining unit member interviews shall take place in an office with adequate confidentiality designated by the investigating supervisor handling the investigation.
- E. Bargaining unit members will be contacted personally, by telephone, email, or memo, to schedule the required interview. Consistent with the urgency of the investigation, every effort will be made to accommodate the bargaining unit member's personal needs.
- F. Bargaining unit members under investigation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interviewing officer, and all persons to be present

during the interrogation. Questions directed to the bargaining unit member under investigation or interrogation shall be asked by and through one (1) interviewer, except in the case of a joint investigation with HR or other entity, in which case the questioning will be conducted by one interviewer at a time.

- G. Prior to any interview, the bargaining unit members under investigation or being interviewed shall be informed, in writing, of the nature and allegations of the complaint known by the investigator at that time.
- H. Interviews shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

If an interview extends through the bargaining unit member's normal meal period, the member will be afforded the opportunity to order food and eat it in a quiet atmosphere without continuation of the interview during this time.

In cases where it is necessary to conduct an internal investigation beyond a normal tour of duty or during off-duty time, bargaining unit members involved shall be permitted to make telephone calls.

- I. Offensive and abusive language, threats of punitive action, and promises of reward for answering questions shall be excluded from investigative interviews. Nothing herein is to be construed to prohibit the investigating officer from informing the bargaining unit member that their conduct can become the subject of disciplinary action.
- J. Complete interviews of the bargaining unit member shall be recorded mechanically or by stenographer. There will be no "off-the-record" conversation. Recesses called during the interrogation shall be noted in the record.
- K. Questions of bargaining unit members will be, in all instances, pertinent to the issues of the interview discovered at any point during the investigation. If responses given by the bargaining unit member open new avenues of inquiry that are pertinent, those issues may be pursued.
- L. Refusal by a bargaining unit member to answer questions or give a statement during any non-criminal investigation whether as a participant or a witness may result in disciplinary action up to and including dismissal.
- M. Bargaining unit members shall be given an exact copy of any written statement they may execute, or if questioning is mechanically or stenographically recorded they shall, upon request, be given a copy of such recording and/or transcript. Requests for copies of a recording may be made any time during the investigation or grievance proceedings.

Section 4. Polygraph Examination/Computer Voice Stress Analyzer (C.V.S.A.). When a complaint is filed and investigated, bargaining unit members may be required, at the discretion of the Chief of Police, to submit to a polygraph examination, Computer Voice Stress Analyzer (C.V.S.A.), or any other test deemed appropriate by the internal investigator.

Prior to bargaining unit members being required to complete one of the above listed examinations, the complaining party and/or principal witness will be required to take and pass the same examination. This shall not apply to third-party complaints signed by a supervisor.

Bargaining unit members will not waive any of their rights when required to submit to one of the above mentioned examinations.

The results of a bargaining unit member's tests shall not be the sole basis for discipline.

Section 5. False Complaints. The City or bargaining unit members may prosecute individuals who make false or malicious criminal complaints against bargaining unit members.

Section 6. Employee's Privacy. Neither the Department nor the Lodge shall release a bargaining unit member's home address, telephone number or photograph to the media or any other person or agency without their consent. Law Enforcement Agencies may be provided the above items, if needed in a criminal investigation, or the individual has been charged with a criminal offense. Photographs may be released to the media if the bargaining unit member is not displaying the Department Uniform or Insignia.

Section 7. Disposition of the Investigation.

- A. The Chief of Police will have a total of 125 calendar days after an Internal Affairs complaint is received and entered into the City's Internal Affairs software to render a decision, reduce the decision to writing and provide the written decision to the bargaining unit member. If the bargaining unit member is not available, the written decision can be sent to the bargaining unit member's attorney or Lodge representative in lieu of providing the written decision to the bargaining unit member. This timeline may be suspended by mutual agreement, in writing, between the Union President and the Chief of Police, or their designees, in exigent circumstances. In the event the City requests an extension and the Union declines to offer one, then the matter of whether an extension was just and appropriate under all the circumstances may be submitted to the arbitrator who shall have the authority to grant the extension if appropriate.
- B. Shift level investigations will be handled in accordance with Article 13.

Section 8. Searches and Disclosures.

- A. Bargaining unit members may be required to disclose items of property, income, debts, or personal expenditures only when such information tends to indicate a conflict of interest with respect to the performance of their official duties, or when it is necessary to determine the desirability of assigning the officer to a specialized assignment.
- B. Pursuant to an ongoing Internal Affairs Unit Investigation, except in exigent circumstances, the search of a bargaining unit member's locker shall be conducted only in the presence of the bargaining unit member and/or a Lodge representative.

Section 9. Deadly Force Investigations.

- A. No officer who has used deadly force shall be treated as a suspect unless investigating officers, supervisory personnel assigned to the investigation, Chief of Police, Prosecuting Attorney, or

any other lawful authority has reasonable suspicion or probable cause to believe a crime has been committed.

- B. Scenes from deadly force situations are to be considered and handled as a major crime scene, per the appropriate General Order. A Uniform Supervisor will be in charge until properly relieved by the crime scene coordinator. The crime scene will be held until the Chief of Police or his designee authorizes the release.
- C. No Internal Affairs interview of the officer using deadly force shall be conducted within twenty-four (24) hours of the incident.
- D. The Officer using deadly force will be relieved of duty with pay by the appropriate Commander. Unless immediately apparent that criminal charges are pending the outcome of an investigation, the bargaining unit member will be provided a replacement weapon until their issued weapon can be returned. The officer will not be required to qualify on this replacement weapon until returned to full duty. However, they will retain their badge and identification card. The officer(s) will receive formal notification through a personnel action form.
- E. The Officer will remain on paid administrative leave until the incident has been disposed of through the County Prosecutor's Office, or Grand Jury, or completion of an internal investigation, but can be returned to full duty status earlier at the discretion of the Chief of Police. When a preliminary determination has been received from the County Prosecutor's Office, or Grand Jury, that no criminal charges will result from the deadly force incident, and that the Internal Affairs investigation has been favorably resolved, the officer may be returned to full duty status by the Chief of Police.
- F. Before returning to active duty, an Officer using deadly force resulting in any personal injury or fatality may be required to be evaluated by a mental health professional to determine if the officer is emotionally fit.
- G. All Officers using deadly force shall be automatically investigated by Internal Affairs and a complaint does not have to be signed or filed. The investigation shall be conducted under the provisions of Article 12.
- H. This Article does not apply to criminal investigations, which will be handled as per Department procedure.

ARTICLE 13 - DISCIPLINE

Section 1. Time Constraints. Absent unusual circumstances, discipline imposed as result of a shift level investigation shall be imposed within forty-five (45) calendar days after the incident giving rise to the discipline occurs or becomes known to a captain or higher ranking officer.

Discipline, up to and including termination, may be administered as a result of an Internal Affairs Investigation or administered at the unit, watch, or division level as a result of job performance issues. Unit, watch, or division level discipline can be imposed for, among other things, dependability and punctuality, poor job performance, insubordination, policy violations, or other job performance issues. Depending upon the circumstances, serious violations of law and policy may justify a higher level of discipline, up to and including termination, even for a first offense.

Section 2. Just Cause. Bargaining unit members, excluding probationary bargaining unit members, shall be disciplined or discharged only for just cause. Discipline or discharge for cause shall include, but not be limited to, violation of City Charter, Personnel Policies and Procedures, Department Rules and Regulations, General or Special Orders, and State Law.

Section 3. Suspensions. For the purposes of FOP bargaining unit members, a suspension will be based on hours worked.

ARTICLE 14 - 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. Grievances will be submitted through the proper channels, on a form agreed upon by both the City and Lodge.

Step 1 - Matters shall first be taken up between the bargaining unit member involved and the supervisor involved. A Lodge representative may be present during any step of the grievance procedure. If a grievance is not adjusted orally, it must be submitted in writing to the bargaining unit member's Unit Commander within seven (7) calendar days after the occurrence giving rise to the grievance or after becoming known, or it shall be considered as dropped. The Unit Commander shall reply in writing in seven (7) calendar days. Settlements at step one of the grievance procedure will not set a precedent.

Step 2 - In case the matter cannot be adjusted under Step 1, the matter will be considered by the bargaining unit member's Lodge representative and their Division Commander. Requests for consideration by the Division Commander or their designate must be in writing within seven (7) calendar days of the decision in Step 1, or the grievance shall be dropped. The Division Commander shall render a decision in writing within seven (7) calendar days after submission of the grievance.

Step 3 - In case the matter cannot be settled under step 2, the matter will then be considered by a Lodge representative and the appropriate Deputy Chief. Requests for consideration by the Deputy Chief must be in writing within seven (7) calendar days of the decision in Step 2, or the grievance shall be dropped. The Deputy Chief's decision shall be made in writing within seven (7) calendar days after submission.

Step 4 - In case the matter cannot be settled under step 3, the matter will then be considered by a Lodge representative and the Chief of Police. Requests for consideration by the Chief of Police must be in writing within seven (7) calendar days of the decision in Step 3, or the grievance shall be dropped. The Chief of Police decision shall be made in writing within seven (7) calendar days after submission.

Step 5. In the event of any complaint or grievance concerning interpretation or application of this memorandum, other than disciplinary issues, the City's legal representative shall discuss the matter with the Lodge's legal representative and shall attempt to resolve the issues. Such discussions shall occur within fifteen (15) days after the decision in Step 4. If, fifteen (15) days after the decision in Step 4, the matter remains unresolved, and no extensions have been mutually agreed to in writing, either party may request that the matter be submitted to arbitration as provided in Step 6.

Step 6 - If a settlement is not reached by the procedure outlined in step 1 through step 4 above, and/or at Step 5 when applicable, the matter may be referred to the City Manager or his or her designee, or to an arbitrator, depending on the nature of the matter being grieved.

In cases involving disciplinary matters where the penalty assessed is thirty (30) hours of suspension or any lesser form of discipline, appeal shall be to the City Manager or his/her designee. In disciplinary cases involving more than thirty (30) hours of suspension time or discharge, appeal shall be to an arbitrator.

In contract interpretation cases addressing promotional lists, individual work assignments or reassignments, and attendance matters, appeal shall be to the City Manager or his/her designee. In all other contract interpretation cases, appeal shall be to an arbitrator.

Notice in writing of intent to appeal to the City Manager or his or her designee, or to arbitrate shall be delivered by the Party seeking appeal or arbitration to the opposing party within thirty (30) calendar days following the decision of Step 4 above, or within thirty (30) calendar days following the discussion described in Step 5 Above.

Arbitration may be requested by the City or a bargaining unit member for disciplinary suspensions greater than thirty (30) hours, a disciplinary demotion, or termination.

In cases where arbitration is appropriate, if the Parties are unable to agree upon an impartial arbitrator, the City and the Lodge shall request the Federal Mediation Conciliation Service to submit a sub-regional panel of seven (7) arbitrators. From this panel, each representative shall strike one name alternatively and the final remaining name shall be the arbitrator. Each party shall have the right to reject one panel and request a new panel at the party's expense.

At the conclusion of the proceedings, it is understood that it shall be the function of the impartial arbitrator to make a written decision in claims of alleged violations of this Agreement; however, the arbitrator shall have no power to add to or subtract from, or modify any of the terms of this Agreement.

With exception of the City Manager's right to review, the written decision of the impartial arbitrator shall be final and binding upon both parties.

The cost of the arbitrator and court reporter shall be shared equally by the City and the bargaining unit, and each party shall otherwise bear its own expenses.

Decisions of the arbitrator regarding promotion, termination, layoff, reduction in force, separation, discipline, and reprimand of individual bargaining unit members are subject to review by the City Manager. The City manager may modify the arbitrator's decision only when the finding of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with the legitimate inferences which may be reasonably drawn from the evidence, and in the light most favorable to the findings of fact and decision of the Arbitrator or board based thereon, or when the arbitrator's decision is contrary to any statute or other legal requirement.

Any ruling by the City Manager to modify a decision of an arbitrator must be submitted to the parties within fifteen (15) days of that decision, and must specify the facts and evidence which support such modification. The City Manager's written ruling shall be subject to judicial review if it is found to be arbitrary or capricious or is not supported by substantial evidence in the record. If the City Manager fails to timely issue such a written ruling, the decision of the Arbitrator shall be final and binding.

Failure of the bargaining unit to observe the time limits set forth in each step of the grievance and Arbitration procedure shall cause the grievance to be considered finally settled and waived. Failure of the City to observe the time limits set forth in each step of the Grievance and Arbitration procedure shall cause the grievance to be considered answered on the bases of the City's answer in the immediately preceding step. Time limits may be extended by mutual consent.

Grievances filed as a result of action taken on a particular command level will begin at that level.

ARTICLE 15 - VACATIONS

Section 1. General. Bargaining unit members shall receive vacation leave credit for actual time worked, including initial probationary period. Temporary employees are not eligible for vacation leave.

Section 2. Schedule of Vacation Accrual.

- A. Full-time bargaining unit members accrue annual vacation leave credit in accordance with the following schedule:

Less than sixty (60) months 80 hrs
Sixty (60) to one hundred twenty (120) months 120 hrs
One hundred twenty (120) to one hundred eighty (180) months 160 hrs
One hundred eighty (180) and over 200 hrs
- B. Part-time bargaining unit members accrue annual vacation leave credit proportionally. Accrual shall be the ratio of the bargaining unit member's regularly scheduled work hours per pay period divided by eighty (80).
- C. Bargaining unit members who have resigned and are rehired will have their schedule of vacation accrual adjusted in the same manner as a leave of absence in excess of ninety (90) days or more.
- D. Bargaining unit members appointed to the service on or prior to the fifteenth (15th) day of the month shall receive leave credit as of the first (1st) day of the month. Bargaining unit members appointed after the fifteenth (15th) day of the month shall receive leave credit as of the first (1st) day of the following month.

Section 3. Accumulation of Vacation Leave.

- A. Bargaining unit members may accumulate vacation leave credit to a maximum of four hundred (400) hours.
- B. Additionally, bargaining unit members may continue to earn and credit an amount equal to the bargaining unit member's annual accrual of vacation leave credit. This vacation leave is not "authorized accumulated vacation leave" and is permitted solely to allow bargaining unit members and their supervisors to schedule vacations throughout the year without loss to the bargaining unit member of vacation leave credit prior to their scheduled vacation leave dates.
- C. No vacation leave accrual will be allowed in excess of the amounts prescribed in the above paragraphs.

- D. In the event that in any year the City Council specifically appropriates funds for the purpose, a bargaining unit member may elect to convert unused Vacation Leave, not to exceed a maximum of forty-eight (48) hours, to cash payment at the bargaining unit member's normal rate of pay. Such election to accumulate or convert to cash must be made during the last full work week during October. Payment will be made during the month of November.

Section 4. Vacation Scheduling.

- A. The Chief of Police (or his designate) shall schedule vacation leave for the bargaining unit members of the department, respecting the wishes of each bargaining unit member so far as their wishes are compatible with the needs of the service.
- B. Vacation leave may not be taken by a bargaining unit member until the employee has been employed a minimum of six (6) months.
- C. Bargaining unit members shall not be charged with vacation leave for an observed holiday occurring during their scheduled vacation.
- D. If a bargaining unit member is transferred from one division or unit to another for the convenience of the Police Department, their scheduled vacation shall not be altered as result of the transfer.

ARTICLE 16 - RETIREMENT AND PENSION FUND

Effective on the date of this agreement, bargaining unit members covered herein are members of the Local Government Employees Retirement System, "LAGERS" Section 70.600-70.760 of the Revised Missouri Statutes subject to all provisions thereof and entitled to all benefits included therein.

ARTICLE 17 - TRAINING

Section 1. General. The City and the Lodge agree that to have a professional Police Department there are certain training requirements that must be met, and the following requirements are minimum training requirements:

- A. Bargaining unit members authorized to carry a firearm, in the performance of their duties shall be required to qualify twice each calendar year with their issued handgun, shotgun, and one authorized off-duty weapon. In addition, the range will be opened each calendar month, as the Department's Instructors schedules and Departmental staffing levels permit. This period could be split and divided to accommodate the shifts of the bargaining unit. For voluntary training the Department firing range will be open and staffed by a Department Firearms Instructor, to be available for bargaining unit members authorized to carry a firearm. Ammunition used by bargaining unit members for issued weapons during this voluntary training will be supplied by the Department at no expense to the bargaining unit member.
- B. Non-clerical bargaining unit members shall receive training and be certified in the use of Cardiopulmonary Resuscitation (CPR) and Emergency First Aid, also known as First Responder Training, according to the standards and guidelines established by the American Red Cross.
- C. The Department will provide training required for each Bargaining Unit Member to comply with P.O.S.T. guidelines. It is the responsibility of each bargaining unit member to meet his/her POST

certification requirements. Bargaining unit members who fail to meet POST certification requirements are subject to disciplinary action.

Section 2. Pay for Training. Training required by the department shall be considered to be on-duty time, for which a bargaining unit member will be compensated in accordance with the provisions of this memorandum. Time spent in such training over and above the bargaining unit member's regular work week shall be considered overtime. Time spent in voluntary training shall not be compensated. Training shall be held at a place designated by the Chief of Police, except that every effort shall be made to conduct the training within the city limits of the City of Independence, MO.

Training mandated by the Department and necessary to keep an officer's POST certification current shall be paid for the by Department.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1. Family and Medical Leave Act (FMLA). The City shall comply with the Family and Medical Leave Act (FMLA).

Section 2. Bereavement Leave. In case of death within the immediate family of a bargaining unit member, such employee shall be entitled to remain absent from duty with pay to attend the funeral or memorial services. This leave will not be charged against the bargaining unit member's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided however, that if the services are to be conducted outside a four hundred (400) mile radius, such bargaining unit member shall be entitled to remain absent from duty to attend such services for a period not exceeding five (5) working days.

Bargaining Unit Members shall be guaranteed use of Personal Business Leave to attend the funeral for other than immediate family.

Section 3. Extended Medical/Disability Leave. Extended medical and disability leave shall be for a period of ninety (90) days. When all sick leave and vacation benefits are exhausted by a bargaining unit member, leave time shall convert to leave without pay status for ninety (90) calendar days. To maintain a position in the service while on extended medical or disability leave, such bargaining unit member must present a statement from a physician, dentist, or health care provider to the Chief of Police, through the chain of command, certifying the bargaining unit member is unable to perform their job duties. Such a statement shall be updated as the Chief of Police deems necessary. At the discretion of the Chief of Police, at the City's expense, the bargaining unit member may be referred to the City's physician for evaluation.

Extension of medical or disability leave shall be at the sole discretion of the City taking into consideration the welfare of the bargaining unit member and needs of the service. Failure on the part of the bargaining unit member to report at the end of this extended leave period shall be considered a resignation.

Section 4. Injury Leave. Bargaining unit members shall be granted injury leave in event of an injury suffered while on duty and performing the required duties of the bargaining unit member's position. If the injury occurs on City time, but is a result of activity by the bargaining unit member outside the scope of required job duties, no injury leave will be granted.

- A. Medical Treatment: It is the purpose of this section to recognize that the City is responsible for those medical services that represent medical practices or practices intended to restore the member to the same or as close as possible to their same physical and/or mental condition

existing prior to a job-connected injury. If medical treatment is required due to the on the job injury, it shall be authorized by the City's designated worker's compensation physician.

- B. **Worker's Compensation:** Bargaining unit members will be granted up to thirty (30) weeks, or fifty-two (52) weeks for Public Safety personnel, of injury leave at eighty per cent (80%) of the bargaining unit member's base pay. For purposes of this section, Public Safety personnel shall include detention officers injured in an altercation with a prisoner or prisoners. (The bargaining unit member's base pay is adjusted to eighty percent (80%) in order to achieve the approximate same net earnings as prior to being placed on injury leave.) Injury leave shall not be deducted from the bargaining unit member's accrued leave. In event the injury requires time off beyond thirty (30) weeks, or fifty-two (52) weeks, the bargaining unit member will receive benefits pursuant to State worker's compensation law, as amended from time to time. In event the injury requires bargaining unit members to be absent beyond the times provided above, the bargaining unit member may continue to use accrued leave time.
- 1) **Shift differential:** Bargaining unit members who are permanently assigned to a shift that receives a differential, shall continue to receive a differential only for the first forty-five (45) calendar days of the injury. Shift differential shall resume when bargaining unit members return to work on a shift eligible for differential.
 - 2) **Clothing/Cleaning Allowance:** Bargaining unit members who receive a cleaning or clothing allowance will not receive this allowance while on worker's compensation leave.
 - 3) **Long Term Disability:** Bargaining unit members receiving long term disability pay shall have their base pay adjusted to ensure that their total compensation does not exceed their regular net pay. This applies if bargaining unit members are receiving worker's compensation, or full salary while working a modified duty assignment.
- C. **Modified Duty:** The City may provide modified duty for bargaining unit members injured in the course of employment. When bargaining unit members are unable to return to full duty, but are able to work in a restricted capacity, bargaining unit members may be assigned to modified duty. Modified duty shall be in the Police Department. If modified duty is available, bargaining unit members will be required to work modified duty unless bargaining unit members elect to use available leave time. When all available leave time has been exhausted, assigned modified duty shall be mandatory.
- Modified duty will be for a limited time, until bargaining unit members are able to return to full duty, or return to their regularly assigned position with reasonable accommodation. Modified duty will be reviewed for extension on a quarterly basis. Extension of modified duty may be authorized by the Human Resources Director, if reasonable assurance exists that a bargaining unit member will be able to return to full duty. If during the modified duty period, bargaining unit members reach maximum medical improvement, and bargaining unit members are unable to perform the essential functions of their position, separation due to disqualification, will be considered case by case.
- D. **Bargaining Unit Members Responsibility:** Injury leave is authorized solely to enable bargaining unit members to recuperate from an injury incurred on the job. Bargaining unit members who violate their physical restrictions, or fail to follow instructions issued by their treating physician while on worker's compensation leave, may be subject to disciplinary action.

- E. Use of Accrued Leave: Bargaining unit members must report to their supervisor when they are not able to keep a scheduled appointment relating to their on the job injury. Appropriate leave must be requested and authorized for leave which is not expressly related to the on the job injury. This includes, but is not limited to: vacation leave; personal business leave; and sick leave.
- F. Use of Family and Medical Leave: Family and Medical Leave shall not be charged against bargaining unit members while on an authorized worker's compensation leave status.

Section 5. Leave of Absence Without Pay. Bargaining unit member on vacation or sick leave status must request a leave of absence without pay within three (3) consecutive work days after exhausting all paid leave. The Chief of Police is authorized to grant an unpaid leave of absence not to exceed fifteen (15) days. Upon written request the City Manager may grant bargaining unit members a leave of absence, without pay, for a period not to exceed one (1) year. Both the Chief of Police and City manager may attach reasonable conditions to any authorized period of leave. Failure of the employee to report to work or obtain an extension of leave at the end of an approved leave without pay may be considered a resignation.

Section 6. Jury Duty Leave. Bargaining unit members will receive leave with pay for their regularly scheduled hours when required to serve on a jury. Bargaining unit members must provide notice to their supervisor of required jury duty, as soon as received. If released early from jury duty, bargaining unit members are required to report back to work. Bargaining unit members may retain any pay, allowance for parking, mileage, or meal expenses provided by the Court.

Section 7. Personal Business Leave. Bargaining unit members shall be credited annually with a maximum of twenty-four (24) hours leave for personal business that may be taken in the same manner as vacation leave. Personal Business Leave is credited in increments of two (2) hours per month. Personal Business Leave may be accumulated, for use in successive years to a maximum of sixty (60) hours. In the event that in any year the City Council specifically appropriates funds for the purpose bargaining unit members may elect to convert unused Personal Business Leave, not to exceed a maximum of twenty-four (24) hours, to cash payment at a bargaining unit member's normal rate of pay. Election to accumulate or convert to cash must be made during the last full work week during October. Payment will be made during the month of November. Bargaining unit members who terminate for any reason shall be paid for any unused accumulated Personal Business Leave up to but not to exceed sixty (60) hours.

ARTICLE 19 - COMPENSATION

Section 1. Salary Ranges. Salary ranges for bargaining unit members are those as set out in Appendix A for Non-Commissioned personnel, Appendix B for Police Officers and Master Police Officers, and Appendix C for Sergeants. Appendix D reflects appointment, commission and promotional date for employees. Bargaining unit members shall receive step increases based on the month and day of their appointment or commission date and time in grade as set out in Article 5 (Seniority) upon a satisfactory evaluation (see Article 24, Section 9). If an evaluation is not completed in the time limit as set out in Article 24, Section 9, the bargaining unit member will receive the scheduled step increase, with no evaluation, retroactive back to the month and day of their appointment or commission date.

When bargaining unit members reach top step of the police officer classification, on their anniversary date of the following year they shall automatically move to the starting step of the master police officer classification scale.

Section 2. Promotions. If a bargaining unit member receives a promotion and changes classifications to one that has a higher pay scale, they will receive the lowest rate in the new classification, which provides them at least a three percent (3%) pay increase.

Section 3. Shift Differential. Bargaining unit members who are assigned to a shift where fifty percent (50%) or more occurs between 5:00 p.m. and 6:00 a.m., shall be entitled to a five percent (5%) pay differential.

Section 4. Out of Position Pay. Bargaining unit members who are assigned out of position to work as a sergeant or civilian supervisor will receive a five percent (5%) pay increase to begin on the first day. Bargaining Unit Members who are assigned out of position to work as a Captain by a Major or higher ranking officer will receive a five percent (5%) pay increase to begin on the first day of the assignment. This will not apply to positions that are declared vacant under Article 7, Section 3.

Section 5. Longevity Pay. After an employee reaches the top step of their respective pay classification, Longevity pay shall be added to the base pay rate of each bargaining unit member who qualifies for such pay, at a rate of one-half of one percent ($1/2$) of their base pay, . Longevity pay shall be calculated as follows: $[\text{base pay}] \times .005 = [\text{longevity increase}]$. Under this approach, each year's longevity increase shall be added to the employee's total base pay. No employees who are currently receiving longevity pay will have the amount of their longevity pay reduced as a result of this agreement.

Section 6. New Employees. New employees with at least four (4) years of prior service in the classification for which they were hired may be hired with a starting salary of up to the second step in the table for that classification. New employees with at least eight (8) years of prior service in the classification for which they were hired may be hired with a starting salary of up to the third step in the table for that classification.

Section 7. Laterals. Independence City employees who move to a job classification within non-commissioned positions of the bargaining unit shall receive a lateral in pay to the closest rate, which gives them a pay increase, not to exceed Step C for the new classification.

Section 8.

ARTICLE 20 - OVERTIME PAYMENT

Section 1. Hours. Bargaining unit members who work in excess of their regularly scheduled hours, or who work other than their regularly assigned work hours with less than fourteen (14) calendar days' notice of the temporary change, shall be compensated at the bargaining unit members' option at the rate of one and one-half ($1 \frac{1}{2}$) times their hourly rate of pay, or receive compensatory time at one and one half ($1 \frac{1}{2}$) times the time worked. The 14 day notice requirement will not apply in voluntary training, transfer, natural disasters, civil unrest, or other emergencies as declared by the Mayor of Independence, or when members of the bargaining unit volunteer to change their schedule(s). With exception of court time, employees on approved leave shall not be eligible for overtime. Overtime shall be paid in fifteen (15) minute increments.

Bargaining unit members who are placed on standby, by the Department, will receive two (2) hours pay per day, at a rate of one and one half ($1 \frac{1}{2}$) times their hourly rate of pay.

Bargaining unit members who receive a telephone call from a sergeant or higher ranking officer concerning a job related issue on their off time shall, if authorized by the officer making the call, be compensated for the time spent on the call or one quarter hour, whichever is greater, at a rate of one and one-half ($1 \frac{1}{2}$) times their regular hourly rate.

Bargaining unit members who are called back to duty, after being relieved, will receive a minimum of two (2) hours, at a rate of one and one half (1 1/2) times their hourly rate of pay, or receive compensatory time, at the bargaining unit member's option, at a rate of one and one half (1 1/2) times the time worked. If called back to duty on a holiday, bargaining unit members will receive a minimum of four (4) hours, at a rate of one and one half (1 1/2) times their hourly rate of pay, or receive compensatory time, at the bargaining unit member's option, at a rate of one and one half (1 1/2) times the greater of the four-hour minimum or actual hours worked.

Bargaining unit members may accumulate compensatory time credit to a maximum of two hundred (200) hours. Bargaining unit members who terminate for any reason shall be paid for any unused accumulated compensatory time.

Section 2. Court Time. Bargaining unit 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 1/2) times his hourly rate of pay for a minimum of two (2) hours or for the period the member is actually required by the court, whichever is longer.

If a bargaining unit member receives less than twenty-four (24) hours' notice that they are required to appear in an upcoming court hearing, they shall receive one and one-half (1 1/2) times their hourly rate of pay for a minimum of four (4) hours plus the actual court time.

ARTICLE 21 – REPRESENTATION

Section 1. Civil Action. The City agrees to provide, at its expense, legal counsel to bargaining unit members in connection with any civil action brought against them arising out of the performance of their duties, pursuant to the "Policy Statement for Providing Legal Services for Employees of the City of Independence, Missouri" as adopted by Resolution No. 3952. Amendments to said Policy Statement shall only be incorporated herein if said amendment modifies or clarifies the Policy Statement to the benefit of the employee. The City's determination under paragraphs A and B of said policy shall be subject to the grievance procedure as set out in Article 14.

Section 2. Criminal Charges. The City may reimburse bargaining unit members against whom criminal charges have been filed alleging criminal misconduct within the scope and course of their employment with the City for the reasonable cost of defense, if bargaining unit members are completely exonerated on all such criminal charges. The City reserves the sole right and discretion to make said reimbursement determination.

Section 3. Grievances. The City shall not be required to provide bargaining unit members an attorney for use during grievance proceedings. The Lodge shall file grievances, and provide representation, in accordance with its duties of fair representation.

ARTICLE 22 - EQUIPMENT

Section 1. Furnished Equipment. The City shall furnish bargaining unit members with required equipment and apparel.

Section 2. Replacements. The City shall pay for the replacement of Department issued items, when no longer serviceable except due to negligence or abuse.

The City also agrees that, within the limits of its past practice, it shall pay for the replacement or repair of personal items or equipment, that enhance bargaining unit member's abilities to perform their duties, purchased by the bargaining unit member, when they become damaged or destroyed on duty. This provision includes, but is not limited to, professional attire (i.e. suits, sport coats, dress shirts, slacks, dress, skirts, etc.) that the bargaining unit member is required to maintain due to their assigned position. The City shall have sole discretion to repair or replace the item. Bargaining unit members shall be required to furnish receipts prior to payment by the City.

Section 3. Monthly Allowance. The City agrees that bargaining unit members shall receive a monthly allowance of \$50.00, except plain clothes officers who shall receive \$75.00, for the cleaning and maintenance of Department issued uniform items and equipment.

ARTICLE 23 – INSURANCE

Section 1. Life Insurance.

- A. Eligibility - Upon completion of the first day of continuous service with the City, all regular full-time and regular part-time bargaining unit members shall be enrolled in the City's group life insurance program.
- B. Benefits - The amount of insurance for covered bargaining unit members shall be no less than one times the annual base earnings of the bargaining unit member. In the event of total disability of a bargaining unit member, the City shall pay the life insurance premium as long as the carrier maintains coverage, and continue such coverage as long as the disability is in effect to allow for continuation of coverage under the provisions of such policy.

Section 2. Health Insurance.

- A. General - The City offers a choice of health insurance plans for regular full-time bargaining unit members on a cost sharing basis. Payment for health insurance shall be authorized through payroll deductions. The City may increase or decrease the member's share of premium cost as necessary, with the condition that the Staywell Health Advisory Committee shall be given a reasonable opportunity to thoroughly review and report to the City Manager its recommendation on any proposed change in premium division to the Staywell plan, and that the Committee recommendation shall be reviewed by the City Council prior to any change being implemented.
- B. Coverage and Cost - The cost share shall be determined by the class of coverage selected.
- C. Disability - Bargaining unit members applying for disability income may remain on the City's group health plan until the eligibility for these programs is determined.
- D. The City will maintain the employee Stay Well Advisory Committee. The Union may appoint one (1) bargaining unit member to the committee. The Union appointee shall be made by the President of the Union.
- E. HSA Incentive. For those Members that select annually a High Deductible plan and open a Health Savings Account (HSA), the City shall contribute a minimum of Six Hundred Dollars (\$600) for an Employee and One Thousand Two Hundred Dollars (\$1,200) for an Employee/Child(ren), Employee/Spouse, or Employee/Family on January 1 of each new year.

Section 3. Dependent Coverage.

The City will offer the same active member medical, dental, and vision insurance plans to spouses and dependent children of members killed in the line of duty at one hundred (100%) percent cost covered by the City.

1. The Spouse will be covered for 10 years or until remarriage, whichever comes first.
2. Dependent children will be covered until the age of 26.

ARTICLE 24 - MISC 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 time off, which action would have been taken by an officer on duty, if present or available, provided that an emergency exists which would constitute a felony violation or any situation causing imminent fear of death or serious physical injury 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. Off-Duty Employment. The City agrees that bargaining unit members engaged in off-duty employment and performing enforcement duties will be covered by the City's Worker's Compensation Plan. The City will develop and administer a referral system for all off-duty employment approved by the Chief of Police.

Section 3. General Orders. The Department will make accessible to each bargaining unit member a notebook that contains the City Charter, City Policies and Procedures, General or Special Orders of the Department, and Handbook for Law Enforcement Officers. Bargaining unit members will further receive training in each and every item for which they will be expected to abide.

Section 4. Contagious Diseases. The City agrees to provide inoculation or immunization shots for bargaining unit member's family when such becomes necessary as result of bargaining unit member's exposure to contagious diseases where the bargaining unit member was exposed to said disease in the line of duty. The City shall also provide for all inoculations or immunization shots for bargaining unit members who request it for poison ivy, flu, and Hepatitis B. The City will further provide testing for all of the above immunizations, which require the same, to assure that the immunization was effective.

Section 5. Burial Expenses. The City agrees to defray all reasonable funeral and burial expenses, not paid in accordance with worker's compensation, for any bargaining unit member who is killed in the line of duty or dies a duty related death. The City also agrees to pay the cost of having an officer's name engraved on the Police Memorial Monument, if bargaining unit members are killed in the line of duty or die of a duty related death.

Section 6. Employee's Rights. Bargaining unit members may on their own time review, during regular City business hours, their personnel records maintained in the Chief's office or Human Resources Department. Professional Standards Unit files concerning their specific investigation will be made available for review to counsel for the Lodge, to allow the Lodge to meet its duty of fair representation and to prepare for the defense of bargaining unit members during the course of an arbitration.

For matters submitted to the grievance/arbitration procedure, a copy of the Professional Standards Unit file concerning the specific investigation will be made available to the Lodge's attorney upon receiving a signed release to prepare for the defense of the bargaining unit member during the course of the arbitration. The attorney for the Lodge will not reveal the information contained in this file to any other person and at the end of the arbitration all files (and all copies thereof) will be returned to the Professional Standards Unit.

Section 7. Use of Part-Time or Reserve Personnel. It is the City's intent to use part time and reserve personnel to augment the regular force, not to replace full-time personnel.

Section 8. Psychological Evaluations. Bargaining unit members required to be evaluated by a mental health professional shall first be evaluated by a mental health professional selected by the Department. Bargaining unit members not satisfied with the results will be evaluated by a mental health professional of their choosing. If a conflict between the two opinions exists, the bargaining unit members will be allowed a third evaluation by a mental health professional jointly selected by the Lodge and Department.

Criteria for each of the mental health professionals is each have working experience in the area of law enforcement related evaluations.

Section 9. Annual Evaluations. All bargaining unit members shall receive an annual evaluation within thirty (30) days of their appointment or commission date. Upon receiving an evaluation with a rating of satisfactory or above in each category, the member shall receive their step increase, if otherwise eligible based upon time in grade for their respective step, effective on their respective appointment or commission date. When a member receives an unacceptable score in any category on their evaluation, they shall be re-evaluated in the deficient area(s) every ninety (90) days. Once an acceptable rating has been attained in each category, the bargaining unit member will receive their increase, if otherwise eligible based upon time in grade for their respective step. If the bargaining unit member has not received an acceptable evaluation within six months, they shall be placed on probation. If another six months passes, with the bargaining unit member on probation, and they are unable to obtain an acceptable evaluation, they may be terminated from employment with the City. This provision is subject to the grievance procedure outlined in the Work Agreement.

Section 10. Wellness Program. General Order No. PD99-001A dated 23 October 2000 concerning a Mandatory Wellness Program for police officers will be in effect for the duration of the current Work Agreement, to the extent it is budgeted for in the Police Department operating budget.

ARTICLE 25 - ENTIRE MEMORANDUM OF UNDERSTANDING

This work agreement will be considered as addenda to the Personnel Policies and Procedures.

If a conflict exists between this agreement and the Personnel Policies and Procedures, this agreement will prevail; however, if there is no conflict the Personnel Policies and Procedures will also apply.

The parties further acknowledge that during the meetings that resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Therefore, the City and the Lodge for the life of this Memorandum, each agree that the other shall not be obligated to negotiate collectively (but may if mutually agreeable), with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum.

Waiver of any breach of this memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

ARTICLE 26 - SAVINGS CLAUSE

Should any term or provision of this Memorandum 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 Memorandum will continue in full force and effect.

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

ARTICLE 27 - DURATION

This agreement shall become effective on July 1st, 2021 and shall terminate on the close of business on June 30th, 2024. Either party desiring to negotiate any modifications to this agreement shall give notice of the same on or before June 30, 2024. Failure to do so shall result in this work agreement being automatically renewed for a period of one year. In the event notice of reopening is served, this memorandum shall continue in full force and effect until a new memorandum is signed by the Parties, or until December 31, 2024, whichever is sooner. If no agreement has been reached by December 31, 2024, this Agreement may be extended further by mutual written agreement. All such extensions shall not relieve the Parties of their obligation to continue to bargain in good faith.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE DATE WRITTEN BELOW.

City of Independence

By: _____

Date: _____

Fraternal Order of Police, Lodge No.1

By: _____

Date: _____

By: _____

Date: _____

Appendix A – Wage Tables

Sergeant

		S1	S2	S3	S4
2021-22	3% Adjustment	\$81,368.35	\$83,810.69	\$86,317.30	\$88,909.60
2022-23	2% Adjustment	\$82,995.72	\$85,486.90	\$88,043.64	\$90,687.79
2023-24	2% Adjustment	\$84,655.63	\$87,196.64	\$89,804.51	\$92,501.55

Police Officer

		P1	P2	P3	P4	P5	P6
2021-22	3% Adjustment	\$46,340.11	\$51,588.99	\$57,373.47	\$63,843.52	\$70,999.14	\$78,990.29
2022-23	2% Adjustment	\$47,266.91	\$52,620.77	\$58,520.94	\$65,120.39	\$72,419.12	\$80,570.09
2023-24	2% Adjustment	\$48,212.25	\$53,673.19	\$59,691.36	\$66,422.80	\$73,867.50	\$82,181.50

Crime Scene Investigator

Position	A	B	C	D	E	F	G	H	I	J	K	L
Crime Scene Investigator ¹	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.12	\$22.78	\$23.47	\$24.17	\$24.90	\$25.64	\$26.41
Crime Scene Investigator Level I ²	\$21.60	\$22.25	\$22.92	\$23.60	\$24.31	\$25.04	\$25.79	\$26.57	\$27.36	\$28.18	\$29.03	\$29.90
Crime Scene Investigator Level II ³	\$23.33	\$24.03	\$24.75	\$25.49	\$26.26	\$27.05	\$27.86	\$28.69	\$29.55	\$30.44	\$31.35	\$32.29
Crime Scene Investigator Level III ⁴	\$25.20	\$25.96	\$26.73	\$27.54	\$28.36	\$29.21	\$30.09	\$30.99	\$31.92	\$32.88	\$33.87	\$34.88

¹Entry Level Position.

²Upon completing one certification, promote to lowest step that provides at least a 5% increase.

³Upon completing two certifications, promote to lowest step that provides at least a 5% increase.

⁴Must have all required certifications, then promote to lowest step that provides at least a 5% increase.

Property Control Technician

		A	B	C	D	E	F	G	H	I	J	K	L
2021-22	2% Adjustment	\$18.65	\$19.20	\$19.77	\$20.37	\$20.97	\$21.60	\$22.26	\$22.93	\$23.61	\$24.32	\$25.05	\$25.80
2022-23	2% Adjustment	\$19.02	\$19.58	\$20.16	\$20.78	\$21.39	\$22.04	\$22.70	\$23.39	\$24.09	\$24.80	\$25.55	\$26.31
2023-24	2% Adjustment	\$19.40	\$19.97	\$20.57	\$21.19	\$21.82	\$22.48	\$23.16	\$23.86	\$24.57	\$25.30	\$26.06	\$26.84

Detention Officer

		A	B	C	D	E	F	G	H	I	J	K	L
2021-22	2% Adjustment	\$18.28	\$18.82	\$19.39	\$19.97	\$20.56	\$21.19	\$21.83	\$22.48	\$23.15	\$23.85	\$24.56	\$25.30
2022-23	2% Adjustment	\$18.64	\$19.20	\$19.78	\$20.37	\$20.97	\$21.61	\$22.26	\$22.93	\$23.62	\$24.32	\$25.05	\$25.80
2023-24	2% Adjustment	\$19.02	\$19.58	\$20.17	\$20.78	\$21.39	\$22.04	\$22.71	\$23.39	\$24.09	\$24.81	\$25.55	\$26.32

Detention Supervisor

		A	B	C	D	E	F	G	H	I	J	K	L
2021-22	2% Adjustment	\$19.36	\$19.93	\$20.34	\$20.94	\$21.57	\$22.23	\$22.89	\$23.58	\$24.29	\$25.01	\$25.77	\$26.54
2022-23	2% Adjustment	\$19.75	\$20.33	\$20.75	\$21.36	\$22.00	\$22.67	\$23.35	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07
2023-24	2% Adjustment	\$20.14	\$20.74	\$21.16	\$21.79	\$22.44	\$23.12	\$23.81	\$24.54	\$25.27	\$26.02	\$26.81	\$27.61

Police Records Technician

		A	B	C	D	E	F	G	H	I	J	K	L
2021-22	2% Adjustment	\$16.24	\$16.73	\$17.23	\$17.75	\$18.28	\$18.82	\$19.39	\$19.97	\$20.56	\$21.19	\$21.83	\$22.48
2022-23	2% Adjustment	\$16.56	\$17.06	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	\$20.97	\$21.61	\$22.26	\$22.93
2023-24	2% Adjustment	\$16.89	\$17.40	\$17.92	\$18.47	\$19.02	\$19.58	\$20.17	\$20.78	\$21.39	\$22.04	\$22.71	\$23.39

Parking Enforcement Officer

	Proposal	A	B	C	D	E	F	G	H	I	J	K	L
2021-22	2% Adjustment	\$17.64	\$18.16	\$18.71	\$19.27	\$19.84	\$20.44	\$21.05	\$21.70	\$22.33	\$23.00	\$23.69	\$24.40
2022-23	2% Adjustment	\$17.99	\$18.52	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.13	\$22.77	\$23.46	\$24.17	\$24.89
2023-24	2% Adjustment	\$18.35	\$18.89	\$19.46	\$20.05	\$20.64	\$21.27	\$21.90	\$22.57	\$23.23	\$23.93	\$24.65	\$25.38