



## Board of Aldermen Request for Action

**MEETING DATE:** 3/5/2024

**DEPARTMENT:** Administration

**AGENDA ITEM:** Bill No. 3028-24 – Authorizing The City to Enter into Labor Agreement with West Central Missouri Regional Lodge #50 of the Fraternal Order of Police Representing the Non-Supervisory Bargaining Unit - 1<sup>st</sup> Reading

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**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 3028-24 authorizing the City to enter into a Labor Agreement with West Central Missouri Regional Lodge #50 of the Fraternal Order of Police Representing the Non-Supervisory Bargaining Unit. First reading by title only.

**SUMMARY:**

In November 2023, the City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police (the Union) began meeting to negotiate the Collective Bargaining Agreement for the Non-Supervisory Bargaining Unit. The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn police officers below the rank of Sergeant. The agreement was negotiated in good faith by representatives of the City and representatives from the Union. The City received notice on Monday, February 26, 2024 that the bargaining unit members ratified the tentative agreement. Staff recommends approval of this agreement.

Highlights of the agreement:

- Implementation of a step plan for full-time sworn police officers. The step plan is designed to help recruitment of police officers, and the retention of our current police officers.
- Starting pay of \$52,000 annually to align with the Kansas City area average. The plan includes 14 steps, up to \$79,371 annually.
- Average increase for unit after July 1, 2024 implementation of the step plan is 7.93%.
- All members will receive a step increase annually, effective with the first pay period of January 2025.
- Shift Differential for members assigned to the night shift of an additional seventy-five cents (\$0.75) per hour for all hours worked between 7 p.m. and 7 a.m.
- Detectives shall be paid 6% above their base rate for all hours worked.
- Boot allowance of \$150/year, clothing allowance for Detectives of \$450/per fiscal year.
- Police Chief may award experience credit to lateral transfers up to Level 8 of the Step Plan.

If approved, the agreement will become effective upon the date of Board of Aldermen approval and will expire on December 31, 2026.

**PREVIOUS ACTION:**

None

**POLICY OBJECTIVE:**

Implement a labor agreement between with City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police Representing the Non-Supervisory Bargaining Unit.

**FINANCIAL CONSIDERATIONS:**

Budget impact of step plan not included in FY24 Budget. A budget amendment of \$30,000 is included in Bill No. 3025-24.

**ATTACHMENTS:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution           | <input type="checkbox"/> Plans               |
| <input type="checkbox"/> Staff Report         | <input type="checkbox"/> Minutes             |
| <input type="checkbox"/> Other:               |  |

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A  
LABOR AGREEMENT WITH WEST CENTRAL MISSOURI REGIONAL  
LODGE #50 OF THE FRATERNAL ORDER OF POLICE  
REPRESENTING THE NON-SUPERVISORY BARGAINING UNIT**

**WHEREAS**, pursuant to Chapter 200.100 of the Code of the City of Smithville, Missouri (the "City Code"), the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police (the "Union") has been duly selected to serve as the exclusive bargaining representatives for the Smithville Non-Supervisory Unit; and

**WHEREAS**, pursuant to the provisions of Chapter 200.100 of the City Code, the City has bargained in good faith with the Union, and the parties have reached a tentative agreement covering certain aspects of the wages, benefits, and terms and conditions of employment for the City's non-supervisory police officers; and

**WHEREAS**, the City received notice on Monday, February 26, 2024, that the bargaining unit members have ratified the tentative agreement, and

**WHEREAS**, the ratified labor agreement has been reduced to writing and has been presented to the Board of Aldermen of the City of Smithville for the purpose of approval or rejection, and

**WHEREAS**, the Board of Aldermen desires to approve the collective bargaining agreement with the Fraternal Order of Police, Lodge 50 and authorize the Mayor to execute the agreement on behalf of the City.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, THAT;**

SECTION 1: The Board of Aldermen hereby authorizes the City to adopt the Labor Agreement (the "Agreement") between the City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19<sup>th</sup> day of March 2024.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 03/05/2024

Second Reading: 03/19/2024

**EXHIBIT A**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SMITHVILLE,  
MISSOURI AND THE FRATERNAL ORDER OF POLICE, LODGE 50**

[see attached]

**CITY OF SMITHVILLE, MISSOURI  
AND  
FRATERNAL ORDER OF POLICE WEST  
CENTRAL MISSOURI REGIONAL, LODGE # 50**



**2024-2026  
LABOR AGREEMENT  
NON-SUPERVISORY BARGAINING UNIT**

## **Article I. Preamble**

### **Section 1.01 Parties**

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

### **Section 1.02 Conflicts**

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

## **Article II. Recognition**

### **Section 2.01 Bargaining Unit**

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

### **Section 2.02 Added Classification**

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

### **Section 2.03 Non-Discrimination**

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

## **Article III. Management Rights**

### **Section 3.01 Management Rights**

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

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

### **Section 3.02 Rights & Responsibilities**

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

### **Section 3.03 Operation of Law**

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

## **Article IV. Lodge Rights**

### **Section 4.01 Lodge Representatives**

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed one (1) officer per shift, for a total of four (4) police officers, who shall serve as official Lodge representatives for that calendar year.

### **Section 4.02 Orientation**

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

### **Section 4.03 Bulletin Boards**

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

### **Section 4.04 Use of Internal Mail**

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

### **Section 4.05 Dues Deduction**

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

#### **Section 4.06 Lodge Business**

The City will pay full-time City employees who are on duty and who serve as Lodge representatives for time spent in labor management meetings, grievance meetings, and representing employees during investigatory interviews. All other Lodge business shall be performed on non-working time.

#### **Section 4.07 Confidentiality**

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

#### **Section 4.08 Release of Information**

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

#### **Section 4.09 Request for Information Fee**

In the event the City estimates that responding to a single information request will require the production of more than 100 pages of information that is not available in electronic format, and/or will require more than two hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 15 cents per page.

#### **Section 4.10 Indemnification**

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

## **Article V. Past Practices**

### **Section 5.01 Establishment of Past Practices**

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

## **Article VI. Job Descriptions**

### **Section 6.01 Job Descriptions**

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

## **Article VII. Specialized Duty Assignments**

### **Section 7.01 Full-Time Specialized Assignments**

Full-Time specialized duty assignments may include, but shall not be limited to, School Resource Officers and Detectives.

### **Section 7.02 Part-Time Specialized Assignments**

Part-time assignments may include, but shall not be limited to, Field Training Officers, Training Instructors, Drone Unit, CIT Coordinator, ICAC task force members, and Clay County STAR team members.

### **Section 7.03 Vacancy Posting**

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

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

### **Section 7.04 Bid for Special Assignment Vacancy**

Bargaining unit employees with one (1) year of service or more, shall submit their bid for vacant full-time positions to the Chief or his or her designee within the time prescribed in the bid posting. Once the deadline has passed, if no one with one (1) year of service or more applies for said

vacancy, the vacant position will be reposted and open for those with less than one (1) year of service. Once the deadline has passed, the Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications.

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

### **Section 7.05 Input and Selection for Specialized Assignments**

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

### **Section 7.06 Multiple Positions**

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

## **Article VIII. Hours of Work**

### **Section 8.01 Hours**

The normal shift duration is twelve (12) hours for patrol officers. Detectives and SROs shall be assigned eight (8) hour shifts from Monday to Friday.

### **Section 8.02 Shift Bidding Procedure**

Members assigned to Patrol will complete a bidding process two times per year, wherein:

- (a) Officers shall bid for either the day or night shift based upon their seniority.
- (b) Members who fail to bid will be placed on open shift positions.

### **Section 8.03 Shift Transfers and Reassignments**

Employees may submit written requests to be transferred to any open Patrol position through their chain of command. Transfers shall be subject to the approval of the Chief.

The Chief shall have the authority to re-assign any employee or employees to another shift for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved.

#### **Section 8.04 Meal Breaks**

The Department shall make a reasonable attempt to allow members working twelve (12) hour shifts to receive two (2) thirty (30) minute paid meal breaks for each full shift worked. The Department shall make a reasonable attempt to allow members working eight (8) hour shifts to receive a thirty (30) minute paid meal break for each full shift worked.

#### **Section 8.05 Duty Trade**

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

### **Article IX. Promotions**

#### **Section 9.01 Promotion Eligibility**

Officers are eligible to participate in the promotion process for Sergeants after three (3) years of fulltime service as a commissioned Police Officer with at least one year of service at the City of Smithville.

#### **Section 9.02 Promotional Process**

When the Chief determines there is a need to fill one or more Sergeant positions, he or she shall distribute a notice of the opening(s), via email, at least thirty (30) days before the position is to be filled. The email shall specify the number of positions to be filled, and the commencement date for the promotional process.

- (a) The promotional process may consist of a written examination, assessment center, oral interview, and an interview with the Chief, as well as a review of the applicant's educational background, relevant military service, and consideration of the applicant's ancillary duties, with the specific elements included in the process and the weighting of each element to be determined by the Chief and published with the promotional announcement. Once published, the elements and weighting of each element to be applied to the process shall not be changed. The interview with the Chief, as well as a review of the applicant's educational background, relevant military service, and consideration of the applicant's ancillary duties shall not count for more than twenty-five percent (25%) of the applicant's total promotional process score.
- (b) The Department shall publish the results of the process with the candidates listed in rank order. Each candidate shall receive their individual scores on the respective components,

and their cumulative score on the overall process. The Lodge shall also receive the list of all candidates' scores.

- (c) The Chief shall select the candidate to be promoted from among the top three scoring candidates. Before making the promotion decision, the Chief will solicit input from a Committee of the current Sergeants.
- (d) Employees shall be paid at straight time rates for time spent in testing or in interviews during the promotional process. The City shall have the option to adjust working schedules during the weeks affected by the promotional process, so that any employee's total scheduled hours during the work period(s) in question do not exceed the regularly scheduled hours for that period. Regardless of whether the City elects to make such adjustments, the parties jointly recognize that participation in the promotional process is not "work" for the benefit of the City, but rather is a purely voluntary activity for the benefit of each individual officer. Therefore, hours spent in a promotional process will not count toward overtime eligibility.
- (e) In the event there is only one qualified bidder for an open position, the Chief may elect to conduct an informal interview in lieu of following the above process. If the Chief determines the candidate is suitable for promotion, the Chief may promote the candidate.

## **Article X. Transitional Duty Assignments**

### **Section 10.01 Duty-Related Injury**

When an employee suffers a duty-related injury, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified. The City will first attempt to place an injured officer in a position within the police department. If no work is available within the Department, the officer may be placed in a position within the City.

### **Section 10.02 Non-Duty Related Medical Condition**

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

### **Section 10.03 Acceptance of Transitional Duty**

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a

transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

## **Article XI. Wages**

### **Section 11.01. Regular Wages**

Effective on the first day of the first full pay beginning in July of 2024, the pay levels for each position in the bargaining unit shall be the levels listed in the pay grid in Appendix A, attached hereto. Existing employees shall be slotted into the pay grid as indicated in Appendix A.

### **Section 11.02. Step Increases**

All bargaining unit employees except new hires not entitled to a step increase shall receive a pay step increase on the first day of the first full pay period of each calendar year, beginning in January of 2025.

### **Section 11.03. New Hires**

New hires who are P.O.S.T. certified shall ordinarily commence at Level 1 on the pay grid.

The Chief may award experience credit to lateral transfers who are either already P.O.S.T. certified or who are capable of becoming P.O.S.T. certified before they start working for the City and who in fact do so. The Chief will assign a starting pay level to Lateral Transfers that, in his or her reasonable judgment best matches the value of the new employee's experience to the department, but the initial level assigned to any lateral transfer shall not exceed Level 8.

New hires who start work prior to July 1 on any calendar year shall receive a step increase on the first day of the first full pay period in the January following their date of hire. New hires who start work on or after July 1 on any calendar year shall not receive a step increase until the first day of the first full pay period in the second January following their date of hire.

### **Section 11.04. Boot Allowance**

Members will be reimbursed for the purchase of boots up to \$150 per year.

### **Section 11.05. Shift Differential**

Members assigned to the night shift will receive an additional seventy-five cents (\$0.75) per hour shift differential premium for all hours worked between 7 p.m. and 7 a.m.

### **Section 11.06. Field Training Officers**

Members serving as FTO's shall receive an additional one (1) hour of pay for every shift in which is the Member serves as an FTO for at least eight (8) hours.

### **Section 11.07. Acting Sergeant**

Members serving as Acting Sergeants for more than four consecutive shifts shall receive an additional five percent (5%) of their hourly base pay as a premium for all time spent in this capacity.

### **Section 11.08. On-Call Pay**

Employees scheduled and performing on-call duty shall be paid one (1) hour regular pay for each weekday and two (2) hours pay for each weekend day and holiday in an on-call status regardless of whether or not they are called in to work. Employees who are on call are required to answer calls to duty promptly and arrive ready to work within one hour.

### **Section 11.09. Clothing Allowance**

Detectives shall receive a clothing allowance of four hundred and fifty dollars (\$450) per fiscal year. The allowance will be paid in the first full pay period of January.

### **Section 11.10. Court Time**

Members who are required to attend court, as a result of the performance of their assigned duties, during non-work hours shall be compensated for a minimum of two (2) hours or actual time worked, whichever is greater, at the member's hourly rate.

### **Section 11.11. Call Back**

Members who are called to work and who report to work during their unscheduled off duty hours will receive two (2) hours' pay or pay for actual time worked, whichever is greater, at their hourly rate. Members who are called in less than two (2) hours immediately prior to the beginning of the shift shall be paid at their hourly rate for all hours actually worked, and shall not be subject to the two (2) hour minimum, provided that the member's shift is not adjusted to avoid paying overtime.

### **Section 11.12. Detective Pay**

Detectives shall be paid 6% above their base rate for all hours worked.

## **Article XII. Overtime**

### **Section 12.01 Overtime**

Employees shall be paid at time and a half of their regular rate of pay for all hours actually worked in excess of eighty (80) hours per fourteen-day work period.

**Section 12.02 Flexible Hours** Subject to supervisor approval, employees who work overtime may have the option to voluntarily take time off from their regularly scheduled hours during the same

pay period, to offset such overtime hours worked. However, officers will not be required to take time off during the pay period to avoid the payment of overtime.

### **Section 12.03 Overtime Calculation**

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

### **Section 12.04 No Duplicative Payment**

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

### **Section 12.05 Overtime Assignment**

Voluntary overtime shall be offered on a first-come, first-serve basis department-wide.

Involuntary overtime shall be assigned to the least senior employee in the opposite days off group with the same work hours. Any employee who has been forced in within the prior seven days shall be passed over, unless all other employees in their days off group with the same work hours have been forced in as well.

The above shall not apply to special events or emergencies, wherein all employees will be subject to mandatory call out. Nothing herein shall prevent any employee from accepting available overtime on a voluntary basis.

All employees of the department are required as a condition of employment to answer calls to duty promptly and to return messages within a reasonable period of time when calls are missed. Any employee who develops a pattern of not answering or returning calls will be subject to progressive discipline.

### **Section 12.06 Duty-Related Phone Calls and Email**

Employees who receive one or more phone calls from any Department supervisor (Sergeant, Captain, or Chief), or their designee, while off-duty on any given day, which call(s) last longer than seven (7) minutes, and which concern job-related issues, shall be compensated for the actual time spent on the call.

Employees shall not access work email while off duty, unless specifically instructed to do so by a Department supervisor. Employees who spend more than seven (7) minutes on work-related email on any given day while off duty shall report their time and shall be compensated for actual time spent.

### **Section 12.07 Vacation, Holiday and Sick Time**

Paid time off shall not count as hours worked when determining overtime eligibility.

## **Article XIII. Health and Welfare**

### **Section 13.01 Health, Dental, Vision, and Life Insurance Coverage**

- (a) The City shall provide Health, Dental, Vision and Life Insurance plans. Employees covered under this Agreement shall be eligible for coverage under these plans on the same terms as apply for all other City employees.
- (b) City Benefits Committee. The Union shall have a representative selected by the Union on the Committee. The Union's selected representative must be a full-time City employee.

## **Article XIV. Retirement Benefits**

### **Section 14.01 LAGERS**

The City will continue the current LAGERS L7 2% contributory retirement program.

### **Section 14.02 Deferred Compensation Plans**

The City will maintain enrollment in the 457 Deferred Compensation Plan.

## **Article XV. Holidays**

### **Section 15.01 Holidays**

Employees covered under this Agreement shall receive eight (8) hours of holiday pay for each City-observed holiday listed in the Employee Handbook.

### **Section 15.03 Holiday Schedule**

Employees who work eight (8) hour shifts shall observe holidays on the same days as administrative staff employees, except that SROs may be required to work on any holiday when school is in session.

## **ARTICLE XVI. Leaves of Absence**

### **Section 16.01. Vacation Leave**

- (a) Sworn officers shall accrue vacation as provided in the Employee Handbook.
- (b) Between December 1 through 15 of each year, employees shall be permitted to bid for one block of up to seven (7) consecutive days' vacation time during the next year, in accordance with their seniority. After initial weeks have been selected, additional vacation time shall be scheduled with the employee's immediate supervisor. If two or more employees request a vacation day at the same time on a certain date and all the requests cannot be granted, the most senior employee shall be allowed to take the vacation day, but a more senior employee shall not be permitted to bump a more junior

employee who has previously scheduled vacation time. After December 15, vacation days shall be granted on a first come, first served basis.

(c) Upon separation of employment for any reason, any earned but unused vacation time will be paid out, subject to the following rules. The maximum vacation payout allowed will be one and one-half times the employee's annual benefit. Vacation time will be paid at the employee's then-current hourly rate.

(d) Employees on leave of absence without pay shall not accrue vacation.

### **Section 16.02. Sick Leave**

(a) Employees covered under this Agreement shall accrue and use sick leave in accordance with City policy.

### **Section 16.03. Bereavement Leave**

Employees covered under this Agreement shall be eligible for Bereavement Leave as provided in City policy.

### **Section 16.05. Military Leave**

Members will be granted Military leave within the standards established by the Uniformed Services Employment and Reemployment Act (USERRA) and the laws of the State of Missouri.

## **Article XVIII. Seniority**

### **Section 18.01 Seniority Definition**

Seniority for police officers shall be determined based upon cumulative time spent as a police officer, including time spent in the assignment of detective starting from the officer's date of appointment to police officer with the City. If a sergeant is demoted, all time spent as a sergeant shall count as cumulative time as a police officer when determining the officer's seniority.

If two or more officers have the same date of appointment, the following criteria will be used to determine the higher seniority:

- (a) If a person was a full-time employee of the City immediately prior to the date of appointment, that person will have seniority over any other person who was not a full-time employee on the date of appointment.
- (b) If section (a) does not resolve the tie, then the entrant officer with the highest entrant exam score will have the highest seniority.

- (c) If section (b) does not resolve the tie, the date of the most recent application for employment will establish who has the highest seniority, with the entrant having the earlier application being considered more senior.

### **Section 18.02 Roster to Be Provided**

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

### **Section 18.03 Loss of Seniority**

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

- (a) Voluntary quit or retirement;
- (b) Discharge for just cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call/no-show for two (2) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,
- (f) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

### **Section 18.04 Rehire**

Former bargaining unit employees who are rehired within six (6) consecutive months from their date of separation shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Rehired employees will be required to serve the appropriate probationary period.

Reinstated employees who separated from Departmental service in good standing and return to the same position they occupied upon leaving the Department shall return at the same rate of pay they were receiving at the time of their departure, if reemployment occurs within six (6) consecutive months from the date of separation. Reinstated or rehired employees who return after an absence of more than one month will become eligible for employee benefits on the same schedule as applies for new hires.

## **Section 18.05 Right to Return to the Bargaining Unit Following Promotion**

During the first six months following the promotion of any employee out of the bargaining unit, the employee may be returned, or may elect to return to the bargaining unit if they are unsuccessful in the promoted position. Employees shall return to the unit at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority. The Chief may assign employees returning to the unit under this Section to any open position, and the most junior employee in the lower classification may be bumped down if necessary. The right to return to the bargaining unit shall not be available to any promoted employee who is discharged from the promoted position for just cause.

## **Article XIX. Probation**

### **Section 19.01 Probation**

New employees shall be hired on a trial basis. Probation for new employees shall run for a period of six (6) months after the successful completion of the field training program. During probation, employees shall be subject to discipline or discharge at the discretion of management, and such discipline or discharge shall not be grievable beyond the third step of the grievance process set out in this Agreement. Probation may be extended by the Chief for up to an additional six (6) months.

## **Article XX. Reductions in Force**

### **Section 20.01 Lay Off**

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

### **Section 20.02 Recall List**

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

## **Article XXI. Discipline**

### **Section 21.01 Discipline**

Discipline or discharge of bargaining unit represented employees will be for just cause.

## **Section 21.02 Types of Discipline**

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

- (a) Documented Verbal Warning
- (b) Written Reprimand
- (c) Suspension
- (d) Discharge

## **Section 21.03 Non-Disciplinary Actions**

Informal discussions or verbal counseling between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. No record of informal counseling discussions shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives. Employees shall not be entitled to Lodge representation during informal counseling sessions.

## **Section 21.04 Copies of Personnel Records**

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

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

## **Section 21.05 Lodge Representation**

Members under investigation are entitled to have an attorney or any duly authorized representative present during any questioning that the member reasonably believes may result in disciplinary action. The attorney or representative shall be permitted to confer with the member but shall not unduly disrupt or interfere with the interview. The questioning shall be suspended for a period of up to twenty-four (24) hours if the officer requests representation.

### **Section 21.06 Review of Internal Affairs or Disciplinary Files**

After the completion of any administrative investigation, upon written request of the member or the member's representative, a copy of the entire record of the administrative investigation, including, but not limited to, audio, video, and transcribed statements, shall be provided within five (5) business days of the written request. The Department may request a protective order to redact all personal identifying witness information. Any individual who reviews an internal affairs investigatory file shall maintain the confidentiality of all information contained in the file.

### **Section 21.07 Written Reprimands and Documented Verbal Warnings**

Written reprimands and documented verbal warnings shall remain active in employees' personnel files for three years from the date they are issued, and during that period of time, these items may be used for subsequent progressive discipline. After three years, these items will no longer be used for subsequent progressive discipline, but may be referred to for the purpose of demonstrating knowledge of the applicable rules or expectations, and/or to establish a pattern of behavior.

### **Section 21.08 Suspensions**

Suspension shall remain active in the employee's personnel file indefinitely, and may be used for subsequent progressive discipline, provided that the weight to be given to prior suspensions shall be subject to the just cause analysis.

## **Article XXII. Internal Investigations**

### **Section 22.01 Administrative Investigations**

All internal investigations will be conducted in accordance with the provisions of Mo. Rev. Stat. § 590.502.2.

### **Section 22.02 Criminal Investigations**

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

### **Section 22.03 Bargaining Unit Member Involved Shooting Investigation**

- No bargaining unit member who has discharged his or her weapon shall be treated as a suspect unless there is reasonable suspicion or probable cause to believe a crime has been committed.

- The scenes from shooting situations are to be considered and handled as any other major crime scene, per the appropriate policy. The on-scene supervisor will be in charge until properly relieved by the Lead Supervisor of the Northland Officer Involved Shooting Investigation Team (NOISIT). The crime scene will be held until the Chief or his/her designee authorizes the release. The involved officer shall not leave the scene until released by the NOISIT Lead Supervisor.
- Immediately following the shooting, bargaining unit members will be ordered to participate in a walk-through with an assigned NOISIT investigator and provide answers to the following public safety questions to provide information necessary to complete the investigation:
  - 1) Are you injured?
  - 2) If you know of anyone who was injured, what is his or her location?
  - 3) In what direction did you fire your weapon(s)?
  - 4) Are there any suspects at large, what are their descriptions?
  - 5) What was the suspects' direction of travel?
  - 6) How long ago did the suspects flee?
  - 7) For what crimes are suspects wanted?
  - 8) With what weapons is the suspect armed?
  - 9) Does any evidence need to be preserved?
  - 10) Where is the evidence located?
  - 11) Did you observe any witnesses?
  - 12) Where are they?
- Besides the answers to these questions, no other questioning shall be performed at the scene.
- A bargaining unit member who is involved in a shooting incident shall have the right to have legal counsel present during any criminal interview. No criminal interview of the bargaining unit member involved in a shooting incident shall be conducted until the officer is well rested, generally between 48-72 hours post incident.
- Bargaining unit member(s) involved in shooting incidents may be relieved of duty and placed on Administrative Leave by the Chief or his/her designee. They will retain their badge and identification card, but not their weapon. This shall be removed and retained

pending the investigation. A replacement weapon will be made available to any member placed on Administrative Leave and whose weapon has been removed. Bargaining unit member(s) will receive formal notification of their Administrative Leave through a Notice of Administrative Assignment.

- If criminal charges are filed, the leave will become unpaid from the time of filing. If the charges are subsequently dropped, or if the bargaining unit member is acquitted on the charges, he or she will be returned to full duty status with all back pay, unless the Employer determines to pursue disciplinary action against the bargaining unit member, independent of the disposition of the criminal charges. In that event, all other procedural safeguards of this Memorandum and the Employer's personnel rules shall apply to that disciplinary action. The bargaining unit member(s) will receive formal notification through a personnel action form of their return to active status.
- Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality shall be required to be evaluated by a mental health professional to determine if the bargaining unit member is emotionally fit before they may return to active duty. This shall be at the expense of the City.

The City will pay the costs and expenses for counseling with a City-selected mental health provider for any bargaining unit member who is involved in a critical incident.

## **Article XXIII. Grievance Procedure**

### **Section 23.01 Filing Grievances**

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

### **Section 23.02 Resolution at Earliest Possible Step**

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

### **Section 23.03 Waiver of Additional Process**

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of

any other dispute resolution mechanism that would otherwise be available to address the same matter.

#### **Section 23.04 Filed Within 15 Days**

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

#### **Section 23.05 Step One**

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

#### **Section 23.06 Step Two**

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

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

#### **Section 23.07 Step Three**

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

allegedly been violated, and the resolution desired. The City Administrator or his or her designee shall review the grievance and issue a decision on it within ten (10) calendar days of its receipt.

### **Section 23.08 Suspension and Discharge Grievances Filed at Step Two**

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

### **Section 23.09 Lodge Representation**

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

### **Section 23.10 Time Limits**

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

### **Section 23.11 No Interruptions in Service**

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

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

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

The City shall have the right to proceed directly to court for a temporary restraining order, injunction, and any and all other legal and/or equitable relief for any alleged breach of this Article. The City shall not be required to first exhaust the grievance and arbitration provisions of this Agreement before proceeding directly to court when seeking to enforce the provisions of this Section 23.11.

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

## **Article XXIV. Arbitration**

### **Section 24.01 Appeal to Arbitration**

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

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

### **Section 24.02 Selection of the Arbitrator**

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

### **Section 24.03 Decision of the Arbitrator**

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

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) In the resolution of the dispute, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.

- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

#### **Section 24.04 Final and Binding**

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

#### **Section 24.05 Costs Shared Equally**

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

### **Article XXV. Labor Management Committee**

#### **Section 25.01 Labor/Management Meetings**

There shall be a Labor/Management Committee consisting of two (2) representatives from Department management and two (2) representatives from the bargaining unit.

The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of quarterly meetings.

#### **Section 25.02 Labor/Management Committee Purpose**

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

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative of the Committee may present topics for discussion during Committee meetings.
- (c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices.

- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.
- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

### **Section 25.03 Request for Meeting**

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

## **Article XXVI. General Provisions**

### **Section 26.01 Uniforms and Equipment**

The City will provide all necessary uniforms and equipment for all Departmental personnel.

- (a) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order.
- (b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.
- (c) Officers may choose to wear long or short sleeve shirts at their discretion, except when otherwise directed.
- (d) The Department shall establish a Uniform Committee. The Committee shall be composed of two (2) individuals appointed by the Chief, and one sergeant and one officer appointed by the FOP. Members of the Committee shall review any proposed changes to the uniform and provide recommendations to the Chief.
- (e) Officers with twenty (20) or more years of service, with at least ten (10) years of service in Smithville, who are in good standing at the time of retirement from the police department shall be gifted their firearm by the department at the time of departure.

### **Section 26.02 Off-Duty Actions**

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

could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty, to the maximum extent allowed under the City's workers' compensation policy.

### **Section 26.03 Policies to Be Available**

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

### **Section 26.04 Outside Employment**

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

### **Section 26.05 Release of Personal Information**

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

### **Section 26.06 Uncompensated Work Prohibited**

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

**Section 26.07 Certified New Hire Signing Incentive**The City shall also continue to have the right to enter into individual contracts with applicants who are Missouri POST certified Police Officers, providing a signing incentive if they are hired, and requiring them to repay the signing incentive, on a pro-rata basis, if they do not remain employed by the City for at least thirty-six months after becoming hired.

## **Article XXVII. Training**

### **Section 27.01 Pay for Training**

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

### **Section 27.02 Meal Reimbursement**

The City shall pay for covered meals when the employee is attending training which requires an overnight stay, consistent with the City's travel policy.

### **Section 27.03 Travel Time**

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

### **Section 27.04 Return to Work**

Employees covered under this Agreement, who are attending external training, shall not be required to return to work, if there are fewer than four hours remaining in the shift, except in case of staffing shortage. Employees who elect not to return to work shall be paid for time spent in training, and may elect to use accrued vacation time or floating holidays to cover the remainder of their regularly scheduled hours, if they so desire.

## **Article XXVIII. Complete Agreement**

### **Section 28.01 Zipper Clause**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXV.

**Section 28.02 Complete Agreement**

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

**Section 28.03 Savings**

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

**Article XXIX. Term of Agreement**

**Section 29.01 Effective Date**

This Agreement shall become effective upon ratification by the Union and adoption by the Board, and shall remain in effect through December 31, 2026. In March of 2026, or in any subsequent March, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. Such negotiations, if requested, shall take place between April 15 and June 15 of the same calendar year. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

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

Damien Boley  
Mayor

Rick Inghima  
President

\_\_\_\_\_  
On behalf of  
The City of Smithville

\_\_\_\_\_  
On behalf of  
FOP West Central Missouri Lodge No. 50

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**OFFICER'S MERIT PAY GRID, EFFECTIVE  
FIRST DAY OF FIRST FULL PAY PERIOD IN JULY OF 2024**

<b>Hourly Rate</b>	1 6.2%	2 4.0%	3 4.0%	4 4.0%	5 3.5%	6 3.5%	7 3.5%
Police Officer	\$25.00	\$26.00	\$27.04	\$28.12	\$29.11	\$30.12	\$31.18

<b>Annual Equivalent</b>	1 5.0%	2 4.0%	3 4.0%	4 4.0%	5 3.5%	6 3.5%	7 3.5%
Police Officer	\$52,000	\$54,080	\$56,243	\$58,493	\$60,540	\$62,659	\$64,852

<b>Hourly Rate</b>	8 3.5%	9 3.0%	10 3.0%	11 3.0%	12 3.0%	13 2.5%	14 2.5%
Police Officer	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.23	\$38.16

<b>Annual Equivalent</b>	8 3.5%	9 3.0%	10 3.0%	11 3.0%	12 3.0%	13 2.5%	14 2.5%
Police Officer	\$67,122	\$69,136	\$71,210	\$73,346	\$75,546	\$77,435	\$79,371

**Pay Steps Effective First Day of First Full Pay Period in July of 2024**

BRISTOL	DOMINIC	2
BUCHHEIT	JOSEPH	6
BURNS	PHOENIX	2
HAZELRIGG	BRETT	3
JOHNSON	KURT	2
KENNEDY	KOLE	2
KNOWLES	MELISSA	4
MENDOZA	CHRIS	7
NEILL	EDWARD	1
REPOLA	CAITLIN	3
SIMANTON	DAWSON	2
TSO	DARREN	2