

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, LODGE 50 FOR SUPERVISORY, COMMISSIONED POLICE DEPARTMENT PERSONNEL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Gladstone, Missouri (the “City”) has recognized the Fraternal Order of Police, Lodge 50 (the “Union”), as the representative for the purpose of collective bargaining for supervisory, sworn members of the City’s Police Department.; and

WHEREAS, the City and the Fraternal Order of Police, Lodge 50 have negotiated the terms of a Collective Bargaining Agreement between the parties; and

WHEREAS, on December 09, 2023, the membership of the Fraternal Order of Police, Lodge 50 voted to ratify the proposed Collective Bargaining Agreement with the City; and

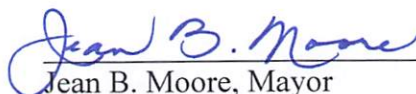
WHEREAS, the City Council desires to approve the Collective Bargaining Agreement with the Fraternal Order of Police, Lodge 50 and authorize the City Manager to execute the agreement on behalf of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

SECTION 1: The City Manager is hereby authorized to execute the Collective Bargaining Agreement between the City of Gladstone, Missouri and Fraternal Order of Police, Lodge 50 attached hereto as Exhibit A and incorporated herein by reference.

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

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22ND DAY OF JANUARY 2024.


Jean B. Moore, Mayor

ATTEST:


Kris Keller, City Clerk

First Reading: January 22, 2024

Second Reading: January 22, 2024

EXHIBIT A

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

[see attached]

CITY OF GLADSTONE, MISSOURI

AND

FRATERNAL ORDER OF POLICE WEST CENTRAL MISSOURI REGIONAL

LODGE # 50



2024-2026

LABOR AGREEMENT

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 Gladstone, 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 General Orders of the City's Police Department (hereinafter, the "Department,"), or with any policies, procedures, or other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize that the City's Employee Handbook, and the Department's General Orders 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 sworn, full-time personnel employed in the Gladstone Police Department with the rank of Sergeant.

Section 2.02 Added Classification

In the event any new full-time sworn job classification is added to the Department the City will bargain with the Lodge regarding the potential inclusion of the classification in either of the existing bargaining units. 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, or political affiliation, 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, 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 two (2) individuals, who shall serve as official Lodge representatives for that calendar year.

Section 4.02 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the patrol area. 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 may be removed by Management and returned to the Lodge.

Section 4.03 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 4.04 Dues Deduction

The City will continue to follow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to the Lodge or Lodge-affiliated accounts. The Lodge will notify the City of any change in amount to be transferred to Lodge-affiliated accounts without the need for the submission of new forms from individual members. The Lodge will provide the City 30 days' notice of any changes.

Section 4.05 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 4.06 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative from their same bargaining unit 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 4.07 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 will require the Lodge to present a signed release from each employee covered by the request.

Section 4.08 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 4.09 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. Supervisory Duties

Section 5.01 Sergeants Supervisory Duties

The parties mutually acknowledge that Sergeants are supervisory employees. As such, they are obligated to direct and maintain order and efficiency among subordinate personnel. Sergeants shall assist in the scheduling of personnel and shall report any observed misconduct and/or performance problems. Sergeants shall recommend discipline when appropriate and shall have the authority to place subordinate employees on administrative leave pending investigation on their own authority, when appropriate. Sergeants shall provide objective and accurate performance evaluations and/or performance coaching assessments, after review and approval from the chain of command. Sergeants shall also administer approved discipline when directed to do so.

Section 5.02 Professional Standards and Training Sergeant's Duties

The parties mutually acknowledge that the PST Sergeant is responsible for conducting unbiased investigations into the actions and conduct of other department personnel. Neither the City, the Lodge, nor any member of either bargaining unit shall attempt to improperly influence the PST Sergeant in the discharge of his or her duties.

Section 5.03 Retaliation Prohibited

Neither the City, the Lodge, nor any member of either bargaining unit shall discriminate or retaliate against any Sergeant for the good faith performance of the above duties. Any Sergeant who is unable or unwilling to fulfill the above duties shall be subject to discharge or discipline.

Article VI. Past Practices

Section 6.01 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 VII. Job Descriptions

Section 7.01 Job Descriptions

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

Article VIII. Specialized Duty Assignments

Section 8.01 Specialized Assignments

Full Time specialized assignments may include, but shall not be limited to Criminal Investigations Unit (CIU), Impact Unit, Administration and Professional Standards and Training (PST).

Part-time assignments may include but shall not be limited to UAS Supervisor, Bike Unit Supervisor, FTO Supervisor, and Honor Guard Supervisor.

Section 8.02 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 8.03 Special Assignment Vacancy

The Chief shall fill specialized duty assignments by appointment based on operational needs, experience, and training. Interested candidates may submit notice of interest to the Chief during the posting period. The Chief may conduct a promotional process for certain openings when

consistent with operational needs, and in the event a promotional process will occur, shall provide advance notice of the criteria and schedule for the process.

Section 8.04 Multiple Positions

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

Article IX. Hours of Work

Section 9.01 Hours

Sergeants working in patrol shall work twelve (12) hour shifts. The Impact Unit Sergeant shall work ten (10) hour shifts. Detective Sergeant, PST Sergeant, and Administrative Sergeant shall work eight (8) hour shifts. The Department may change the duration of the shifts and the schedule of bargaining unit employees at its discretion provided that it sends written notice to the FOP for input regarding such change at least 30 calendar days in advance of the implementation of such change. The Department shall not be required to comply with the 30-day written notice provision in cases of a temporary change (30 days or less) to the shift duration or schedule to address an emergency situation.

Section 9.02 Shift Bidding Procedure

Patrol shift sergeants will bid based on seniority. All other sergeant positions are assigned. Members assigned to Patrol shifts will complete a bidding process each October, wherein:

- (a) Sergeants shall bid for shifts based upon their seniority.
- (b) Sergeants will be given a reasonable opportunity to submit their bid of no more than twenty-four hours.
- (c) Members who fail to bid will be placed in open shift positions after the bid process is completed.
- (c) New bid assignments will become effective the first full pay period in January following the October bid.
- (d) The Police Chief shall have the authority to assign newly promoted sergeants to shifts at his or her discretion after initial promotion. Newly promoted sergeants will then bid for positions based on seniority during the next shift bid.
- (e) The Department may conduct an additional bid as necessary in the event it adopts a permanent schedule change during the course of the year.

Section 9.03 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 Commander(s) of the affected Division(s).

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 9.04 Meal Breaks

The Department shall make a reasonable attempt to allow all members to receive a thirty (30) minute paid meal break, plus two (2) fifteen (15) minute paid breaks for each full shift worked.

Section 9.05 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 X. Transitional Duty Assignments

Section 10.01 Duty Related Injury

When an employee is injured in the line of duty, 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. While employees covered under this agreement are on Workers' Compensation leave, the City will maintain their regular base pay and the employees will sign over their Workers' Compensation checks to 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 at its discretion offer a transitional duty assignment, to the extent productive work is available and there is an operational need for the injured employee to perform the transitional work. The City shall have the option of discontinuing the transitional duty at any time. 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 Wages

The parties agree that the City will maintain the current pay step system attached hereto as Appendix A.

All bargaining unit members whose job performance meets or exceeds expectations will receive a one-step pay increase on November 1 of each calendar year during the life of this Agreement, except the initial pay raise under this Agreement shall become effective upon ratification of the Agreement by the bargaining unit.

Employees hired into the bargaining unit between November 1 and April 30 of any calendar year shall be eligible for their first step increase on the next occurring November 1. Employees hired into the bargaining unit between May 1 and October 31 shall be eligible for their first step increase on the second occurring November 1 after their date of hire.

Section 11.02 Lateral Hires

The Police Chief shall have discretion to place new hires at steps A through E in the pay step system, based on their relevant experience. Credit need not be given on a year-for-year basis, but shall be based on the quality and nature of the work experience in question.

Section 11.03 Acting Captain

Members acting as a Captain for more than four consecutive weeks shall be paid an additional five percent (5%) above their base hourly rate, for all times spent in the acting position as a premium for all time spent working out of grade.

Section 11.04 Work-Related Clothing

Detective Sergeants shall be reimbursed up to eight hundred eighty dollars (\$880) per year for actual out-of-pocket clothing expenses. Detective Sergeants seeking reimbursements shall present receipts confirming their purchases.

The City will provide two long-sleeved polos, two short-sleeved polos, and two utility pants to the Professional Standards Training Sergeant, and one long-sleeved polo, one-short sleeved polo, and one pair of utility pants to all other sergeants. These items shall be replaced at the City's expense on an as-needed basis.

Section 11.05 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.

Section 11.06 Call Back or Call Out

Members who are called to work during their off-duty hours will receive two (2) hours' pay or pay for actual time worked, whichever is greater. Members who are called in less than two (2) hours immediately prior to the beginning of the shift shall be paid 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.

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 in a fourteen-day work period. Employees working Department of Transportation (DOT) grant hours shall be paid at the rate specified by the grant regardless of whether the employee's hours exceed the overtime hour threshold for the pay period.

Section 12.02 Regular Rate Calculation

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

Section 12.03 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 pay incentives.

Section 12.04 Extra-Work Assignment

Voluntary extra work shall be offered on a first-come, first-serve basis department-wide. Involuntary extra work shall be assigned to the least senior employee from another shift. Any employee who has been forced in within the prior seven days shall be passed over, unless all other employees on their shift 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.

12.05 Compensatory Time

Bargaining unit members may have the option of accepting compensatory time in lieu of overtime pay at the rate of one and a half (1.5) hours per overtime hour worked. Bargaining unit members may accumulate up to forty (40) hours of compensatory time and any overtime worked that exceeds that maximum accumulation shall be paid at the overtime rate.

Section 12.06 Duty-Related Phone Calls and Email

Employees who receive one or more phone calls from any Department supervisor (Corporal, 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 Special Events

Employees assigned or volunteering to work Gladfest, Blues Fest, Whiskey Fest, and/or July 4th outside of their regularly scheduled shifts shall be paid premium pay at time-and-one-half their regular rate.

Article XIII. Health and Welfare

Section 13.01 Health, Dental, 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) The City will also maintain a Section 125 flexible benefits spending plan, and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

Article XIV. Retirement Benefits

Section 14.01 LAGERS

The City will continue the current LAGERS L6 non-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

- (a) Employees covered under this Agreement shall receive the following paid holidays:

New Year's Day	January 1 st
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Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Friday Following the 4 th Thursday in November
Christmas Day	December 25

Employees shall accrue and be paid holiday time in accordance with City policies.

ARTICLE XVI. Leaves of Absence

Section 16.01 Vacation Leave

Sergeants shall accrue and use vacation in accordance with City policies.

Section 16.02 Sick Leave

Employees shall accrue and use sick leave in accordance with City policies.

Section 16.03 Bereavement Leave

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

Section 16.05 Paid Military Leave.

Employees on military leave shall receive paid and/or unpaid leave in accordance with state and federal law.

Article XVII. Seniority

Section 17.01 Seniority Definition

A current seniority list is attached at Appendix B. Newly hired or promoted Sergeants shall be added to the seniority list beginning with the date of hire or promotion.

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

- (a) The person with the earlier Corporal promotion.
- (b) If section (a) does not resolve the tie, the earlier date of hire with the City shall be the tiebreaker.

Section 17.02 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 17.03 Loss of Seniority

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

- (a) Voluntary separation;
- (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 any shift 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 17.04 Rehire

Former bargaining unit employees who are rehired will begin to accrue seniority from the date of re-employment, without any credit for prior service with the City. The City shall not be under any obligation to rehire former bargaining unit employees but shall be entitled to exercise its best judgment regarding whether to rehire such individuals.

The City shall have discretion to offer employment to rehired employees at the rate of pay they would have been earning had they remained with the City, or at the rate they were earning when they left the City, or at the rate that would be offered to any comparable lateral hire. 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.

Article XVIII. Right to Return

Section 18.01 Return to the Bargaining Unit Following Promotion

Employees returned to the unit shall be placed 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.

Article XIX. Reductions in Force

Section 19.01 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 19.02 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 XX. Discipline

Section 20.01 Discipline

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

Section 20.02 Types of Discipline

The following types of disciplinary actions are officially recognized. 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) Termination

Section 20.03 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 20.04 Copies of Personnel Records

The City will provide the employee 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 Human Resources 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 20.05 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 20.06 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 20.07 Written Reprimands

Written reprimands shall remain active in employees' personnel files for one (1) year from the date they are issued, and during that period of time, written reprimands may be used for subsequent progressive discipline. After one (1) year, written reprimands 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 20.08 Suspensions

Suspensions 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 XXI. Internal Investigations

Section 21.01 Administrative Investigations

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

Section 21.02 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 21.03 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 investigating agency. 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 Lead Supervisor or Gladstone PD Commander or their designee, unless transported for medical evaluation or treatment.
- Immediately following the shooting, bargaining unit members may be ordered to participate in a walk-through with an assigned 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 two full sleep cycles.
 - Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality 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 or Administrative Assignment 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 XXII. Grievance Procedure

Section 22.01 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 22.02 Resolution at Earliest Possible Step

Informal discussions with the Chief of Police or Human Resources Administrator are encouraged prior to filing grievances. 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 the Lodge and the Chief of Police or City Administration, such resolution shall be final as to that grievance.

Section 22.03 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 22.04 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 22.05 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 22.06 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 22.07 Step Three

If the matter is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to the City Manager or the City Manager'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 Manager or his or her designee shall review the grievance and issue a decision on it within ten (10) calendar days of its receipt.

Section 22.08 Suspension and Discharge Grievances Filed At Step Three

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 Three.

Section 22.09 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 22.10 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 22.11 No Interruptions in Service

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 Gladstone 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 22.11.

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 XXIII. Arbitration

Section 23.01 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 Human Resources Administrator within ten (10) calendar days after receiving the Step Three decision, or within fourteen (14) calendar days if the City Manager 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 23.02 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 panel 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 23.03 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 23.05 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 XXIV. Labor Management Committee

Section 24.01 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 meetings.

Section 24.02 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 to 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 24.03 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 XXV. General Provisions

Section 25.01 Uniforms and Equipment

The City will provide all necessary uniforms and equipment to the appropriate members.

- (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 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) Sergeants may choose to wear long or short sleeve shirts at their discretion.

- (d) Sergeants with twenty-five (25) or more years of service 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 25.02 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 25.03 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 25.04 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.

Section 25.05 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 as required by law.

Section 25.06 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.

Article XXVI. Training

Section 26.01 Pay for Training

Training required 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 required training shall be paid by the Department. Meal reimbursement and travel pay shall be provided in accordance with City policy.

Section 26.02 Return from Training

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 comp time or vacation time to cover the remainder of their regularly scheduled hours, if they so desire.

Article XXVII. Complete Agreement

Section 27.01 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 XXIV.

Section 27.02 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 27.03 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.

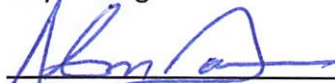
Article XXVIII. Term of Agreement

Section 28.01 Effective Date

This Agreement shall become effective upon ratification by the Union and adoption by the City Council and shall remain in effect through October 31, 2026. At least 60 days prior to expiration of this Agreement, 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. 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.

Robert Baer
City Manager



On behalf of
The City of Gladstone

01-22-24
Date

Rick Inglima
President



On behalf of
FOP West Central Missouri Lodge No. 50

January 18th, 2024
Date

Appendix A

PD PAY SCALE			
<i>City of Gladstone</i>			
Law Enforcement			
Sergeant	Pay Grade	Hourly	Annual Equivalent
	A	\$32.0673	\$66,700
	B	\$33.0293	\$68,701
	A	\$34.0202	\$70,762
	B	\$35.0408	\$72,885
	C	\$36.0920	\$75,071
	D	\$37.1748	\$77,324
	E	\$38.2900	\$79,643
	F	\$39.4387	\$82,033
	G	\$40.6219	\$84,494
	H	\$41.8406	\$87,028
	I	\$43.0957	\$89,639
	J	\$44.3884	\$92,328
	K	\$45.7202	\$95,098
	L	\$47.0914	\$97,950

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