

CITY OF CRESTWOOD

AND

TEAMSTERS LOCAL UNION NO. 610

**COLLECTIVE BARGAINING AGREEMENT FOR ALL
POLICE OFFICERS AND DETECTIVES OF
THE CITY OF CRESTWOOD**

EFFECTIVE JANUARY 1, 2019

TO

DECEMBER 31, 2021

PREAMBLE

This Collective Bargaining Agreement (CBA) is by and between the Crestwood Police Department, located at 1 Detjen Drive, Crestwood, Missouri 63126, hereinafter called the "Employer" or "City" and Teamsters Local Union No. 610, located at 11472 Schenk Drive, Maryland Heights, Missouri 63043, affiliated with the International Brotherhood of Teamsters or its successors, hereinafter called the "Union". The City and the Union shall collectively be referred to as the "Parties".

It is the purpose of this Contract to achieve and maintain harmonious relations between the Employer and Employees and their Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment for members of the bargaining unit employed by the Employer, within the means of the City's budget.

The City and the Union recognize that the Police Department has adopted definitions of the Police Mission statement and the Police Role for the Crestwood Police Department and commit to keep this mission at the forefront as the parties define their collective bargaining relationship.

ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes the Union as the bargaining agent for all Police Officers and Detectives of the City of Crestwood, including probationary Police Officers/Detectives, but excluding the Chief, Deputy Chief, Captains, Lieutenants, Sergeants, Dispatchers and Clerical Employees of the Police Department.

Section 2. The Employer agrees not to enter into or negotiate any agreement with its Employees covered herein, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void. Although the Parties recognize that this Agreement is binding upon the Parties during the term of this Agreement, the Parties further recognize that the City's amendment of its Civil Service Rules and Regulations, ordinances and Charter, to the extent such amendments address the terms and conditions of employment for the employees in the bargaining unit and other employees in the City which are not inconsistent with the terms of this Agreement, shall not violate this Section of this Agreement.

Section 3. The City states that it has no present intent to contract with any third party for the provision of law enforcement services in the City on a city-wide basis and would not enter into any such contracting-out lightly and without at least a 90 day notice and the opportunity to meet and bargain. It is agreed by the City and the Union that should an opportunity arise to develop a more efficient system for delivering emergency services to the citizens of Crestwood, both parties will actively engage in that process with the intent to develop a successful outcome. Reasonable efforts shall be made to ensure that the Union is apprised of developments regarding any such merger or consolidation of services and will be afforded a meaningful seat at the table during all subsequent open meetings and open conversations on such topic. The parties acknowledge that a primary reason for any potential merger or consolidation must be to improve or ensure continued appropriate services for the citizens of the City. The City's utilization

of Police from other communities that are responding to a situation in the Crestwood City limits as the result of a mutual aid pact shall not violate the terms of this Agreement.

ARTICLE 2
NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any Employee for his/her activity or lack of activity on behalf of, or membership or non-membership in the Union. The Employer and the Union agree to abide by state and federal laws pertaining to non-discrimination in employment. The use of masculine or feminine gender or titles in the Memorandum shall be construed to include both genders and not as sex limitations.

ARTICLE 3
MEMBERSHIP IN UNION-VOLUNTARY AGENCY SHOP

Section 1. Membership in the Union is voluntary. Any present or future Employee of the bargaining unit who is not a Union member and who does not make application for membership may pay voluntarily to the Union each month a service charge in an amount equal to the then existing monthly dues assessed against each Union member as a contribution toward the administration of this Agreement. The Employee must submit a request in writing to the office of the Chief acknowledging his/her willingness for this payroll deduction. The duty of fair representation by the Union extends to all Employees in the bargaining unit, whether they are members of the Union or not. Employees have the right to refrain from engaging in and supporting Union activity as well as the right to oppose Union activity.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The Union and the City agree that the goal of any police department or emergency operation requires clear management authority and freedom to make rapid decisions and to operate in an efficient manner. Except as expressly limited by the language in this Agreement, the Union recognizes that any and all rights concerned with the management of the Police Department of the City of Crestwood and the direction of the working force shall be vested exclusively with the City. It is further understood and agreed that all decisions or matters not expressly provided for in this Agreement are reserved exclusively to the City. Such rights and responsibilities shall include, but are not limited to, the right to:

1. Determine the overall mission of the Police Department of the City of Crestwood;
2. Maintain and improve the efficiency and effectiveness of the Police Department of the City of Crestwood;
3. Determine the services to be rendered, the operations to be performed, the technology to be utilized or the matters to be budgeted, and the priorities of same;
4. Determine the overall methods, processes, means, job classifications, or personnel by which the operation of the Police Department is to be conducted;

5. Direct, assign, transfer, schedule, supervise, and/or hire Employees;
6. Promote, suspend, discipline, discharge for just cause and with due process, transfer, assign, schedule, retain, and/or lay off Employees;
7. Relieve Employees from duties because of lack of work or funds, or under conditions where the Employer determines continued work would be inefficient or non-productive;
8. Take whatever other action may be necessary to protect the lives and property of the citizens of Crestwood;
9. Take action to carry out the mission of the City of Crestwood in situations of emergency;
10. Adopt, amend and rescind work rules, standard operating procedures, regulations, educational programs, safety programs, and any other programs necessary to effectuate the efficient and effective operations of the Police Department of the City of Crestwood.

Excluded are those rights which are incorporated elsewhere in, and made part of this Agreement.

ARTICLE 5
CHECKOFF OF DUES, INITIATION FEES, D.R.I.V.E.

Section 1. The Employer agrees to deduct from the pay of all Employees covered by this Agreement the dues, service fees, initiation fees, and/or uniform assessments owed to the Local Union having jurisdiction over such Employees, and agrees to remit to said Local Union all such deductions, provided, however, that the Union presents to the Employer signed authorizations from each Employee for such deductions. The Employer shall remit to Teamsters Local Union No. 610, on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, and the amount deducted from the Employee's paycheck. No deduction shall be made which is prohibited by applicable law. All amounts deducted for monthly dues, service fees, initiation fees and assessments shall be mailed to the Union's address on the next business day after the second bi-weekly paycheck each month is issued. Employees shall provide annually an authorization for the City to continue to withhold dues and other assessments. Absent such renewal, the City shall stop withholding dues and other assessments for employees.

Section 2. The Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee at least thirty (30) days prior to the effective date(s) of same. The Union shall also provide written certification of any assessment at least thirty (30) days prior to the effective date(s) of same. Employees may request, by delivering written notice to the City during the first full pay period of any contract year, to discontinue any payroll deduction for dues, service fees, initiation fees, and/or uniform assessments owed to the Union. The City shall provide prompt written notice to the Union upon receipt of any such request to discontinue the withholding of Union dues and related fees.

Section 3. The Employer agrees to deduct from the pay of the Employees covered by this Agreement such voluntary contributions to Teamsters National D.R.I.V.E as are authorized in writing by

the Employee on an annual basis. Teamsters National D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from the second paycheck in the month received by each contributing Employee. The Employer shall remit to Teamsters National D.R.I.V.E. Headquarters, on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's social security number and the amount deducted from the Employee's paycheck.

Section 4. The Union shall warrant and defend (with counsel of its choosing), indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City pursuant to the provisions of this section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

ARTICLE 6 **STEWARDS COMMITTEE/UNION BUSINESS**

Section 1. The Employer recognizes the right of the Union to designate up to two Shop Stewards ("Union Stewards") and up to two alternates from the bargaining unit. The Union shall, in a timely manner, notify the Employer of any changes to the Stewards Committee. Any member of the local bargaining unit who is a member of the Union shall be deemed a "Union Member" for the purposes of this Agreement. A "Union Representative" shall be an employee of the Union holding an official title.

Section 2. The authority of the Stewards Committee so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- a. The presentation of grievances in accordance with the provisions of the collective bargaining agreement and the investigation of such grievances insofar as it does not disrupt the operations of business. Grievances may be presented by a Union Steward during his or her working hours as long as such grievance meeting is scheduled in advance with the supervisor and the Union Steward and the supervisor use all reasonable efforts to minimize the amount of working time taken to present the grievance. In no instance may the presentation of a grievance interfere with or disrupt the normal operations of the Police Department. Investigation of grievances by a Union Steward should only occur during non-working hours and shall not disrupt the operations of the Police Department.
- b. Transmission of such messages and information to bargaining unit Employees that are authorized by the Union or its Officers, provided such messages and information:

(1) have been reduced to writing, or

- (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Stewards shall not lose wages during the Steward's scheduled work hours on account of attending meetings scheduled by the Employer for the purpose of conducting Union business, as stated herein. The Employer will not pay a Union Member or Steward for time spent conducting Union business, but such Employee may use unused accrued paid time off for such Union business.

Section 3. Union Leave. In the event an Employee desires to attend a Union-sponsored seminar, he shall request a leave of absence in accordance with the General Orders and shall use his accrued vacation time or unpaid leave to attend such seminar. In the event an Employee is selected to serve on the union's executive board, he shall request a leave of absence in accordance with the General Orders and shall use his accrued vacation time to attend such executive board meetings. Vacation leave for attendance at executive board meetings will be granted in accordance with the General Orders subject to manpower requirements.

Section 4. The Union may conduct up to four meetings per year in Room 105 of the City of Crestwood Community Center, provided it reserves the room at least two weeks in advance and does not seek to displace any other group using such room. Any such meeting shall not interfere with the operation of the City and Police Department during normal work hours. On duty members may not attend such meetings.

Section 5. Joint Labor Management Committee: There shall be a Joint Labor Management Committee ("JLM") consisting of up to two of the Union Stewards or alternate Union Stewards and two (2) representatives selected by the Chief to discuss all matters of mutual concern, including but not limited to changes in policy, new policies, working conditions, S.O.G., equipment, technology issues, safety issues, public relations, bargaining unit-wide schedule changes (which must be discussed at least 30 days before implementation) and training. This JLM committee's sole purpose is to achieve mutual understanding and maintain harmonious relations between the Employer and Employees and their Union. Recognizing the City's Management Rights as addressed in Article 4 above, it is agreed that all decision of this committee are advisory only. The committee shall meet at least once per quarter. The Stewards will report their findings to the Union.

ARTICLE 7
POTENTIAL CHANGES OF STANDARDS, CONDITIONS AND LAWS

Section 1. The Employer and Union agree that if conditions of employment relating to wages, hours of work, overtime differentials and general working conditions are proposed to be modified with respect to other employees in the City, including revisions to the Civil Services Rules and Regulations, Ordinances or Charter of the City, the parties shall discuss how such proposed changes may affect the Employees before any such changes are adopted by the City. This provision does not authorize the City to unilaterally amend this Agreement. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error.

Section 2. The parties acknowledge that certain language contained in Art. 3, § 1; Art. 5, § 3; Art. 26, § 9; and Art. 33, § 1 of this Agreement has been included by the parties in order to ensure that this Agreement complies with requirements in § 105.585 RSMo. as adopted pursuant to H.B. 1413 (2018), and that certain labor organizations, including the Union, and certain public employers, including the City, are parties to a lawsuit in which such labor organizations are challenging the constitutionality of certain provisions of H.B. 1413 (2018), including § 105.585 RSMo. If during the term of this Agreement the provisions of § 105.585 RSMo. are determined to be unconstitutional following the exhaustion of all available appeals in such litigation, then the parties agree to meet and confer, with the intent to reach an agreement, within 60 days of such final court determination regarding any amendments to Art. 3, § 1; Art. 5, § 3; Art. 26, § 9; and Art. 33, § 1 of this Agreement.

ARTICLE 8
BULLETIN BOARD

The Employer agrees to provide space to the Union for installation of a glass lockable bulletin board to be used only by the Union for the purpose of posting Union notices and Union bulletins. The Employer agrees to allow this bulletin board to be placed in the Roll Call room, so it may be easily accessible to all Employees. Only the Union Stewards or the alternate Union Stewards may post items on the bulletin board. Any information to be posted on the bulletin board must be presented by one of the Union Stewards to the Police Chief or his designee for review and approval prior to posting, which review shall be timely during the workweek. The Union Stewards may post notices of Union meetings and similar ministerial notices without first obtaining review and approval by the Police Chief or his designee. Any controversial, derogatory or political postings shall be removed. The Chief of Police or his designee shall be provided a key to the bulletin board.

ARTICLE 9
DISCIPLINARY ACTION

Section 1. All disciplinary procedures and disciplinary actions shall be handled by the City in a manner consistent with Chapters 17 and 36 of the General Orders of the Crestwood Police Department (“General Orders”) and the Civil Service Rules and Regulations of the City. An Employee shall be entitled to have a Union Steward or a Union Member present as a witness for any meeting with a

supervisor where the intent is to impose discipline. All notices of discipline shall be presented to the Employee in writing.

Section 2. Investigatory Interviews: An Employee shall be entitled to have a Union Steward or Union Member present as a silent observer during any investigatory interview provided that such interview will not be unreasonably delayed while waiting for a Union representative.

Section 3. Criminal Investigation: If a bargaining unit member is under arrest or is a suspect or the target of a criminal investigation, the investigation shall be handled by whomever the Chief assigns or requests, and shall be handled as any other criminal investigation. The bargaining unit member shall be advised of his/her Miranda rights and the applicable rights granted by the State of Missouri and the United States and shall not be required to waive those rights as a condition of employment. If a criminal investigation is initiated, any administrative investigation on the same matter may be suspended pending the conclusion of the criminal investigation and a decision by the prosecutor's office on whether charge will be filed. At the Chief's discretion, the City may suspend a bargaining unit member with or without pay during a criminal investigation and while the prosecutor's office is making a determination.

Section 4. Employee's Privacy: Under no circumstance shall the City or the Union release a bargaining unit member's home address, name or telephone number, or shall it release an employee's name or photograph in an adverse manner to the media or any other person without his/her consent, except as provided by law, including pursuant to a valid subpoena, sunshine request or a valid discovery request in a civil lawsuit.

Section 5. Bargaining Unit Member-Involved Administrative Shooting Investigations: Investigations regarding Bargaining Unit Member-Involved Shootings shall be handled pursuant to A.9.1 of the General Orders. Subject to first conducting a brief initial conversation with an officer involved in a shooting to obtain the basic background facts immediately following such incident, an officer will be provided with sufficient time to first consult with his/her legal counsel before a detailed investigatory interview regarding any such shooting.

Section 6. Polygraph: If an employee is required to take a polygraph or any other form of lie detector test, he/she shall be provided sufficient time to consult his/her legal counsel first.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 1. The provisions relating to the Grievance Procedure shall be those as set forth in the current version of the Civil Service Rules and Regulations, Chapter IX and the Police Department's General Orders. An Employee may have a Union Steward or Union Representative present when meeting with the Chief, City Administrator or Civil Service Board to assist with presenting such grievance.

ARTICLE 11
PERSONNEL FILES

Section 1. Upon request by an Employee, the City shall permit the Employee to inspect his/her personnel file. Such inspections shall occur within five (5) calendar days from the request. The Employee shall not be permitted to remove any part of the personnel file but may obtain a copy of any information contained in the file.

Section 2. An Employee involved in a grievance may, in writing, authorize a Union Representative or Shop Steward to inspect his/her personnel file, subject to the procedure set forth in Section 1. The Employee must be present during such inspection.

Section 3. No disciplinary notes or its equivalent shall be placed in an Employee's personnel file unless the Employee had an opportunity to review, sign and has received a copy. Provided, however, if an Employee refuses to sign any such disciplinary notes or equivalent document, the same may be placed in the Employee's personnel file with a notation that the Employee refused to sign the document. Unsigned disciplinary notes or equivalent disciplinary documents that were not first presented to the Employee to review and sign that are placed into personnel files without Employee signature are subject to the grievance procedure.

Section 4. The Employer will not share the contents of an Employee's personnel file with anyone other than the Employee or supervisory or management employees of the City without a subpoena or written authorization from the Employee.

ARTICLE 12
PERFORMANCE EVALUATIONS

Section 1: The provisions relating to Performance Evaluations shall be those as set forth in the then current version of the Civil Service Rules and Regulations and the General Orders.

Section 2: Recognizing the subjective nature of performance evaluations and the professional discretion that is exercised by supervisors performing evaluations, the City shall strive to ensure that performance evaluations are fair and the standards are applied in a uniform manner.

Section 3: Written performance evaluations will be provided at least annually. Although periodic performance assessments may be provided throughout the year, the annual written performance evaluation will be used for compensation decisions for the following year.

ARTICLE 13
GENERAL ORDERS

The City and employees must follow the General Orders the City creates and disseminates to the bargaining unit. The City will ensure that all General Orders are accessible to the bargaining unit employees in a searchable format. The City will provide two copies of any amended or new general orders to the Union Steward. The Union Steward is responsible for providing copies to the Union Representative.

ARTICLE 14
STAFFING

Unless no bargaining unit employee is available, the City will not use non-bargaining unit administrative staff to satisfy any staffing requirements.

ARTICLE 15
TRAINING

All requests for work-related training will be submitted on the form attached as Exhibit 1 to this Agreement. Once a form requesting training is submitted, the City must respond in writing in a timely manner, i.e., within time to schedule the officer off work and for the officer to timely schedule the training and any transportation to it. The Department Training Officer will schedule the training. It is the Employee's responsibility to remain POST certified while employed by the Department, including completing the necessary POST required training during each reporting period. It is the Employee's responsibility to maintain other certifications that the Department has sent the Employee to attend. The Department will assist the Employee in obtaining the necessary required training when the Department is notified, in a timely manner, that the recertification training is required. Failure to do so may lead to disciplinary action.

ARTICLE 16
MISCELLANEOUS

Section 1. Except for probationary Employees, all police officers in the bargaining unit shall be entitled to have the City of Crestwood pay the cost of any mandated training programs and or schooling for police officers as required by Federal, State or County Legislation. Full-time police officers shall be paid their regular amount of pay while attending said programs and or schooling.

Section 2. For purposes of qualification and training, adequate ammunition shall be supplied to each police officer for each range day to improve and maintain proficiency with a weapon he customarily carries on the job. Officers shall receive two (2) hours of pay at their appropriate rate of pay for scheduled qualifying if the officer is off duty. The Employer shall also provide expenses for targets. Employees shall be eligible for mileage reimbursement in accordance with Article 18, Section 2 of this Agreement.

Section 3. When attending court or court hearings outside the City limits, officers shall be permitted to use one of the police cruisers, if available, for transportation.

Section 4. The City will provide CPR training through the City's Fire Department every two years to each Employee at no cost to the Employee. Such training will be scheduled during each such Employee's scheduled shifts and thus each Employee shall be paid for actual time spent, at the applicable rate of pay.

Section 5. The City will, on an annual basis, make available to its Employees flu vaccinations at no cost to the Employees through the City's health insurance plan.

Section 6. The City will post its Family and Medical Leave Act (FMLA) policy.

Section 7. If the Employer requires an Employee to attend a work-related meeting or any work-related training, time spent in the meeting/training shall be considered time worked with a minimum of two (2) hours of pay or actual time spent, whichever is greater, providing the meeting was scheduled outside the Employees' regular shift. Employees shall be eligible for mileage reimbursement in accordance with Article 17, Section 2 of this Agreement.

Section 8. At no cost to each Employee, the City will furnish badges, patches, vest (body armor), name tag, department firearm, ammunition, and holster and replace as needed. All of this equipment remains the property of the City and must be returned to the City upon separation from employment or upon the City's request.

Section 9. If included in the annual budget of the City, individual gym memberships will be provided for Employees by the City at local facility. An Employee is permitted one discretionary hour to work out during his or her shift, so long as manpower allows, subject to permission being granted by the Employee's supervisor and subject to immediate call back when deemed necessary by the City. Employees who accept such gym membership must document their workouts and must complete, at a minimum, 52 hours of documented exercise at the gym each year.

ARTICLE 17
REIMBURSEMENT FOR CERTAIN EXPENSES

Section 1. The City shall reimburse an officer who expends his personal funds in order to participate in any approved or required job-related activity subject to prior approval.

Section 2. When an Employee receives prior approval to use his/her personal vehicle for City business, he/she shall be reimbursed at the IRS business mileage rate per mile traveled. If a City vehicle is available, the Employee shall use that vehicle and not his/her personal vehicle. Mileage shall be calculated from the police department headquarters, or the officer's home, whichever is less. He/she shall be reimbursed for all reasonable parking expenses.

Section 3. Reimbursement for lodging and meals shall be in accordance with the Travel and Expense Reimbursements Section of the City's Purchasing Policy. Payment of wages to Employees during travel time shall be consistent with the Travel and Expense Reimbursements Section of the City's Purchasing Policy. Wage compensation shall be at the Employee's hourly rate of pay for up to the actual hours in the program or the Employee's normal 8, 10 or 12 hour shift.

Section 4. Detectives will be provided a City-issued cell phone. Such cell-phone shall only be used for official City business. Detectives shall not make any personal call, send personal text or other messages or use the data plan associated with such cell phone for any personal use.

Section 5. Education Reimbursement. Reimbursement for tuition shall be in accordance with the City's Tuition Reimbursement Program.

ARTICLE 18
JURY DUTY

Employees notified to report for Jury Duty shall promptly advise the Employer upon receipt of notification. Additional compensation for Employees on jury duty will be handled in a manner consistent with Chapter X, Section 10 of the Civil Service Rules and Regulations.

ARTICLE 19
CLOTHING REIMBURSEMENT

Each bargaining unit member shall be reimbursed for actual expenses incurred by the Employee for the purchase of uniforms and personal police equipment in an amount up to \$750 per year. If uniforms or personal police equipment are purchased at a location where the City has a charge account, the cost of such uniforms or equipment shall be charged against such Employee's \$750 annual clothing allowance. Upon approval by the Chief of Police or his designee, a new Employee may be reimbursed up to \$1,800 in his or her first year, but such amount will count against the amount that would be reimbursed to the Employee for up to the first three years of employment. Upon separation from employment in an Employee's first three years of employment, such Employee who has been reimbursed for more than \$750 worth of clothing and equipment in his/her first year of employment, more than \$1,200 worth of clothing and equipment in his/her first two years of employment or more than \$1,800 worth of clothing and equipment in his/her first three years of employment, shall be required to pay to the City at the time of separation such excess amount that was reimbursed to the Employee. This amount may be withheld from the Employee's final paycheck.

ARTICLE 20
HEALTH AND WELFARE

Section 1. Health, dental and vision insurance may be provided by the City to Employees and their dependents as approved by the Board of Aldermen of the City on an annual basis and upon the same terms as provided to other employees of the City.

Section 2. If permitted by the terms and conditions of the City's insurance policies, if an Employee is disabled due to occupational illness or injury, the Employer agrees to continue health and welfare coverage, at the same cost as when the Employee was actively employed, to the disabled Employee, beginning from the date of occurrence and continuing until termination of employment. If an Employee is disabled due to non-occupational illness or injury and has exhausted all accrued sick leave, vacation and short-term disability, if any, the Employer will provide COBRA notice to the Employee and the Employee may maintain his or her health insurance benefits through COBRA.

Section 3. If an Employee's full-time employment ceases for any reason other than as provided above, the Employee's health, vision and dental insurance coverage will continue through the last day of employment.

ARTICLE 21
HOLIDAYS

Chapter X, Section 3 of the Civil Service Rules and Regulation shall be controlling as to Employee holidays.

ARTICLE 22
FUNERAL LEAVE

Chapter X, Section 8 of the Civil Service Rules and Regulation shall be controlling as to funeral leave.

ARTICLE 23
VACATION

Section 1. Chapter X, Section 5 of the Civil Service Rules and Regulations shall be controlling pertaining to vacation accrual and usage.

Section 2. Earned Compensatory time may be used in the same manner as outlined in Chapter X, Section 5 of the Civil Service Rules and Regulations.

ARTICLE 24
SICK TIME

Chapter X, Section 6 of the Civil Service Rules and Regulations shall be controlling pertaining to sick leave accrual and usage.

ARTICLE 25
HOURS OF WORK AND OVERTIME

Section 1. Police officers shall be assigned to shifts consisting of 80 hours per two week pay period.

Section 2. The workweek will be a fourteen (14) day period for shifts starting after Thursday at midnight and ending with a shift that begins before the next Wednesday two weeks thereafter at midnight. Employees will be paid as set forth in the Civil Service Rules and Regulations.

Section 3. Overtime shall be calculated at the rate of time and one half (1½) the Employee's straight time hourly wage or at compensatory time of time and one half (1½) the Employee's hourly rate

at the Employee's discretion. This overtime rate shall be paid for all hours worked in excess of eighty (80) hours per two-week work week.

Section 4. Once the City posts the schedule for the bargaining unit, if an employee is held over to cover a portion of another shift, the employee's next shift will not be shortened to avoid overtime, unless the Chief or his designee has a concern about the employee's ability to perform his/her job or the employee and supervisor mutually agree.

Section 5. A Detective required to work on a Saturday or a Sunday who is not regularly scheduled to work on such weekend day, shall be compensated at a rate of time and one-half his/her normal rate of pay for all hours worked if such hours cause such Employee to work greater than eighty (80) hours in the two-week workweek period.

ARTICLE 26 **WAGES**

Section 1. Except as otherwise provided in this Article, Employees will be paid in a manner consistent with Chapters IV and V of the Civil Service Rules and Regulations of the City, which chapters are known as the Position Classification Plan and Pay Plan of the City. The City and Union acknowledge that the pay grade for patrol officers and detectives, were adjusted upward only for patrol officers and detectives by \$4,820.00, such that the starting pay for a police officer with no prior experience shall be raised from \$45,180.00 to \$50,000.00, and the maximum pay for a police officer shall be increased from \$65,406.00 to \$70,000.00 effective January 1, 2018.

Section 2. The parties acknowledge, the City's Pay Plan and Position Classification Plan as set forth in Chapters IV and V of the Civil Service Rules and Regulations shall be a merit-based pay plan that will be utilized for establishing starting pay for newly hired employees. Pursuant to the Position Classification Plan, the salary range for patrol officers and detectives shall be \$50,000 to \$70,000.00.

Section 3. Corporals shall be paid at a rate of \$1,200.00 per year higher than a comparably experienced and comparably performing patrol officer and the Position Classification Plan shall have an established salary range for Corporals between \$51,200.00 and \$71,200.00.

Section 4. For those Employees listed on Exhibit A who are employed in positions included in the Bargaining Unit as of January 1, 2019, their annual salary shall be subject to an one-time salary adjustment effective January 1, 2019, as set forth on Exhibit A.

Section 5. Modified Step-Merit Based Pay Plan for Police Officers in the Bargaining Unit. The plan will consist of two (2) separate increases. One (1) step increase (sub-section (a) below) consistent for all employees regardless of their respective evaluation, but excluding employees marked unsatisfactory, and one (1) merit increase (sub-section (b) below) based solely upon their evaluation:

- a. Effective January 1, 2019, and each calendar year (January 1) thereafter for the term of the Agreement, Employees will receive a guaranteed 1.0% wage increase to his/her salary.

- b. Effective January 1, 2019, and each calendar year (January 1) thereafter for the term of the Agreement, Employees will receive a merit-based wage increase to his/her salary in the manner set forth below:
1. The Board of Aldermen will establish an amount to be used for merit increases every year from the use of Proposition P monies, known as the Merit Pool.
 2. The Merit Pool will be allocated to the various departments based on their proportional share of all salaries citywide. For example, if the Police Department's total salaries comprise 47% of all salaries citywide, then the Police Department will be allocated 47% of the Merit Pool established by the Board of Aldermen, to be used for raises.
 3. The Merit Pool allocated to the Police Department will be further allocated to the bargaining unit employees based on their proportional share of the Police Departmental salaries. For example, if the police bargaining unit salaries comprise 70% of all salaries in the Police Department, then 70% of the Police Department's allocation will be allocated to raises for bargaining unit employees.
 4. The Merit Pool allocated to the bargaining unit will be distributed among the bargaining unit employees as follows:
 - (i) Those employees whose annual evaluations fall within the top 25% of the annual evaluations of the Employees in the bargaining unit will receive a larger share of the Merit Pool allocation, but all employees in this group will receive an equal share by percentage.
 - (ii) Those employees whose annual evaluations fall within the bottom 75% of the annual evaluations of the Employees in the bargaining unit will receive a lesser share of the Merit Pool allocation, but all employees in this group will receive an equal share by percentage.

Section 6. No employee receiving an "Unsatisfactory" evaluation will receive any raise or step increase, and shall not be considered part of either of the above two subgroups. Instead, "Unsatisfactory" employees will be put on a performance improvement plan (PIP), and if their performance has not improved within six months so that they are taken off the PIP, their employment may be terminated with no right of appeal.

Section 7. In the event that the City grants a city-wide cost of living increase in pay to those employees outside of the Bargaining Unit that is 1.0% or less, the employees in the Bargaining Unit will only receive the 1.0% step increase and will not be entitled to both the step increase and such cost of living increase. In the event the City grants a city-wide cost of living increase in pay to those employees outside of the Bargaining Unit that is greater than 1.0%, the employees in the Bargaining Unit will be entitled to a cost of living increase equal to the percentage that such cost of living increase exceeds the

1.0% step increase provided for in this Agreement. This does not affect any merit-based pay increases awarded to the employees in the Bargaining Unit as described herein.

Section 8. An Employee working as a Field Training Officer will be given four (4) hours Compensatory Time for each pay period in which the Employee did any training.

Section 9. All step increases and merit-based raises shall be subject to annual appropriation by the Board of Aldermen. In the event of a budget shortfall, the City shall have the right to require the modification of the economic terms of this Agreement. If the City deems it necessary to modify, upon good cause, the economic terms of this Agreement, the City shall notify the Union and shall provide a period of thirty days during which the City and the Union shall bargain over any necessary adjustments to the economic terms of this Agreement. If, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the City's requirements, the City shall have the right, upon good cause, to make necessary adjustments on its own authority.

Section 10. In the event that the City experiences such dire financial conditions that it, in its sole discretion, believes that it must consider laying off police department personnel in order to meet the step and merit-based pay increase commitment expressed herein, the City will notify the Union as early as reasonably possible to permit the parties to discuss such potential layoffs. Upon receipt of said notification, the City and the Union shall endeavor to reach an agreement that will avoid a layoff or reduction in force, which may include not granting such increases.

ARTICLE 27 **RETIREMENT**

Employees will receive retirement according to the LAGERS L-7 program.

ARTICLE 28 **LIFE INSURANCE**

Life Insurance may be provided by the City to Employees as approved by the Board of Aldermen of the City on an annual basis and upon the same terms as provided to other employees of the City.

ARTICLE 29 **SENIORITY**

Section 1. Seniority shall be defined as the length of continuous service an Employee has had with the Employer from his last date of hire. Seniority shall prevail in all cases of vacation selection. Seniority shall accrue during absence due to accident or illness, or other authorized leaves of absence, provided it is not terminated in accordance with Section 2 below. All else being equivalent, seniority shall prevail in all cases of layoff and recall from layoff which is outlined in the City's Civil Serves Rules.

Section 2. An Employee's seniority shall be broken for any of the following reasons:

- A. Voluntary termination of employment, including retirements. A written resignation is deemed accepted when delivered to the Chief or City Administrator.
- B. Discharge.
- C. When recalled from layoff, upon his failure to return to work within a period of one (1) week after the Employee has received notification to so return. Employee must be given notice in writing by certified mail, return receipt requested mail only.
- D. Layoff in excess of two (2) years due to lack of work.
- E. Immediately upon the issuance of a final determination by a state or federal statutory agency that an Employee is permanently and totally disabled from performing the work of a police officer.
- F. When an Employee is absent for non-occupational illness or non-occupational injury for twenty-four (24) months. Provided, however, that in cases of on the job illness or injury, the Employee shall remain on the seniority list for an additional twelve (12) months.
- G. When an Employee leaves the bargaining unit to accept a non-bargaining unit position with the Employer for a period in excess of six (6) months.

Section 3. When an Employee whose seniority has been broken by any of the above causes is hired again, he shall begin as a new Employee of the Employer.

Section 4. Seniority of Employees who are hired on the same day shall be determined by drawing of "lots".

Section 5. The Employer will allow the seniority list to be posted on the Union bulletin board.

ARTICLE 30
SAFETY AND WORK-RELATED INJURIES

Section 1. The Employer shall not require its Employees to operate any vehicle that is not in mechanically safe operating condition or properly equipped as applicably prescribed by law. The Employee(s) shall not be subject to disciplinary action for refusing to operate such equipment unless such a refusal is unjustified.

Section 2. The Union, Employees, and Employer shall cooperate fully in maintaining equipment in a safe condition and in maintaining a safe and healthy work place.

Section 3. Each vehicle shall be equipped with the following:

- a. waterproof cases (for certain equipment);
- b. first aid kit;
- c. fire extinguishers;

Section 4. Employees shall maintain their equipment in a state of readiness and cleanliness on Employer time in accordance with the policies of the Employer. Employees shall be allowed to inspect equipment (vehicle or otherwise) and, when necessary, properly report any defects of such equipment to which they are assigned. The Employer shall not assign for use any equipment that has been properly reported as being unsafe or mechanically defective until such equipment has been approved as functioning properly by the designee of the Employer. Regardless of the aforementioned, Employees may be placed into service immediately after their starting time.

Section 5. In the event an Employee is unable to complete an assigned shift due to a work-related injury or is unable to return to work during said shift following medical treatment for a work-related injury, the Employee will be paid for such full shift, at the regular hourly rate, provided the Employee notifies the supervisor prior to seeking an appropriate medical examination and/or treatment.

Section 6. In cases of on the job work-related injuries or illnesses, the Employer may offer Employees temporary light-duty work assignments after the Employee has been released by the physician to return to work with restrictions. The light-duty opportunity will be consistent with the physician's restrictions.

ARTICLE 31 **APPEARANCE**

Employees shall wear their full uniform, subject to certain exceptions or special uniforms as approved by the Police Chief. Employee appearance is controlled by the City's Civil Service Rules and Regulations and the Police Department General Orders.

ARTICLE 32 **POLITICAL ACTIVITY**

The provisions relating to Political Activity shall be those as set forth by the State of Missouri under Section 67.145 of the Missouri Revised Statutes, which states, in part – “No political subdivision of this state shall prohibit any first responder (as the term "first responder" is defined in section 67.145.2 RSMo.) from engaging in any political activity while off duty and not in uniform, being a candidate for elected or appointed public office, or holding such office unless such political activity or candidacy is otherwise prohibited by state or federal law.” In accordance with this statute, the City sets forth the following guidelines for its employees with regard to political activity:

- A. Unless expressly authorized by the City, employees shall not be permitted to engage in political activity while on duty or in an official capacity as emissaries of the City of Crestwood;
- B. For the purpose of this Section, the term “uniform” shall be defined as any garment provided to the employee by the City, either directly or with funds from any uniform allowance, which can be worn on duty and whose intent is to officially represent the employee as a member of the Crestwood Police Department or the City as a whole.

ARTICLE 33
NO STRIKE/NO LOCK OUT

Section 1. In accordance with applicable law, it is agreed that there shall not be strikes, sit-downs, slow-downs, work stoppage, picketing of any kind or any other activity which interferes with the City's operations. If any employee or group of employees represented by the Union should violate the intent of this section, the Union shall take immediate affirmative action to prevent such illegal acts and take necessary steps to that end and normal work will be promptly and orderly resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing of its disapproval of such violation. Any Employee who engages in any strike or concerted refusal to work, or who pickets over any personnel matter, shall be subject to immediate termination of employment.

Section 2. It is understood and agreed, without in any way limiting the generality of the first section of this Article, that any refusal on the part of any employee to cross the picket line at any place, when it is necessary to cross such picket line under performance of his/her emergency and non-emergency duties, as the City in its sole discretion shall direct, shall be a work stoppage or slow-down in violation of this Article and this Agreement.

Section 3. It is further expressly understood and agreed that, should any act in violation of the intent of this Section occur during the term of this Agreement, the City may seek and the Union shall not oppose injunctive or other appropriate equitable relief in a court of competent jurisdiction, and it is hereby also expressly agreed that such court of competent jurisdiction shall be vested with and have full legal authority and jurisdiction to grant and order appropriate injunctive or other equitable relief to bring an immediate end to any such conduct in violation of this Section, any federal or state statute, law, or legal interpretation to the contrary notwithstanding.

Section 4. The City agrees that it will not cause a voluntary complete cessation of operations to support the City's bargaining position, commonly called "lockout", so as to prevent employees from working. Temporary or permanent shutdowns by the City for economic or other reasons unrelated to contract negotiations shall not be considered lockouts.

ARTICLE 34
MOST FAVORED CONDITIONS

Notwithstanding any provision in this Agreement to the contrary, the City agrees that if it offers a better term or condition of employment to the entirety of its non-bargaining unit employees, the bargaining unit will be permitted to share in that better term or condition of employment and the City can implement the better term or condition for the bargaining unit members without the need to bargain.

ARTICLE 35
CIVIL SERVICE RULES AND REGULATIONS

Those Sections of this Agreement that incorporate provisions of the City's Civil Service Rules and Regulations are subject to amendment at the City's discretion. In the event that the City exercises said discretion, and the Union contends that the exercising of said discretion will have a substantive and negative impact on members of the bargaining unit, then both parties will meet and confer with the express intent to bargain and reach an agreement on the impact of said decision.

ARTICLE 36
SEVERABILITY

In the event any of these terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State statute, or Federal or State directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any Federal or State Court, such invalidity or unenforceability shall not affect or impair any other or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable. The parties thereupon may, within thirty (30) days, meet to discuss said invalidity or unenforceability.

ARTICLE 37
TERM AND TERMINATION

This Agreement shall be and remain in full force and effect through the 31st day of December 2021. The Agreement shall renew from year to year thereafter unless either party serves written notice to the other of a desire to terminate or modify the Agreement not less than ninety (90) or more than one hundred twenty (120) days prior to the expiration date or any extended expiration date. Within thirty (30) days after such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matter at issue.

APPROVAL OF AGREEMENT

The following individuals by signing this Collective Bargaining Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the City and Teamsters Local Union No. 610, the bargaining representative of the Employees referred to above.

Dion Olson – Shop Steward

Grant Mabie, Mayor

Jeff Hall
President and Business Representative
Teamsters Local Union No. 610

Ron Compton – Police Chief