

Memorandum of Understanding between  
Jackson County, Missouri,  
Jackson County, Missouri Sheriff's Office, and  
West Central Missouri Regional Lodge #50 of the Fraternal Order of Police

January 2025 – December 2028

## Table of Contents

Definitions	5
Memorandum of Understanding	6
Article 1 – Recognition	7
Article 2 – Lodge Status and Rights	8
Section 1 – Right of Organization	
Section 2 – Right of Representation	
Section 3 – Lodge Business	
Section 4 – Lodge Dues	
Article 3 – Management Rights	10
Article 4 – Probationary Employees	11
Section 1 – Probationary Deputies	
Section 2 – Probationary Sergeants	
Article 5 – Seniority	12
Section 1 – General	
Section 2 – Budgetary Layoff	
Section 3 – Roster	
Section 4 – Accrual of Benefits	
Article 6 – Hours of Work	14
Section 1 – General	
Section 2 – Overtime	
Section 3 – Meal Periods and Breaks	
Section 4 – Holidays	
Article 7 – Work Assignments	16
Section 1 – Entry-Level Assignment Bid	
Section 2 – Specialized Assignment Application Procedure	
Section 3 – Positions Filled at the Discretion of the Sheriff	
Section 4 – Personal Transfers	
Section 5 – Departmental Transfers	
Article 8 – Job Classification	21
Article 9 – Merit Promotional Process	22
Section 1 – Eligibility	
Section 2 – Merit Promotion Qualifications	
Section 3 – Eligibility List	
Section 4 – Testing Procedure	

Article 10 – Internal and Administrative Investigations	25
Section 1 – Law Enforcement Officer Bill of Rights	
Section 2 – Polygraph or CVSA Examination	
Section 3 – Member Privacy	
Section 4 – Member-involved Shooting Investigations	
Article 11 – Discipline	27
Section 1 – General	
Section 2 – Suspensions Without Pay	
Article 12 – Grievance Procedures	29
Section 1 – Grievance Procedure	
Section 2 – Time Limitations and Extensions	
Article 13 – Vacations and Leaves of Absence	34
Section 1 – General	
Section 2 – Scheduled and Unscheduled Vacation	
Section 3 – Scheduling	
Section 4 – Scheduled Vacation Portability	
Section 5 – Family and Medical Leave Act (FMLA)	
Section 6 – Bereavement Leave	
Section 7 – Injury Leave	
Section 8 – Sick Leave	
Section 9 – Jury Duty Leave	
Section 10 – Retirement or Separation	
Section 11 – Quality of Life Days – “Q Days”	
Article 14 – Jackson County Missouri Revised Pension Plan	38
Article 15 – Compensation	39
Section 1 – Salaries	
Section 2 – Annual Wage Scale Adjustment, Cost of Living or Merit Increases	
Section 3 – Shift Differential	
Section 4 – Educational Incentive Pay	
Section 5 – Field Training Deputy Incentive Pay	
Section 6 – General Investigations On-Call Rotation Incentive	
Article 16 – Equipment	41
Section 1 – Issued Equipment	
Section 2 – Replacement or Repair of Issued Equipment	
Section 3 – Replacement or Repair of Non-Issued Equipment	
Section 4 – Uniform Cleaning and Maintenance Allowance	
Article 17 – Insurance	43
Section 1 – Life Insurance	

Section 2 – Health Insurance	
Article 18 – Miscellaneous Provisions	44
Section 1 – POST Continuing Education Requirements	
Section 2 – Off-Duty Employment	
Section 3 – Contagious Diseases	
Section 4 – Burial Expenses	
Section 5 – Personnel File Review	
Article 19 – Legal Representation	46
Section 1 – Civil Action	
Section 2 – Grievances	
Article 20 – Entire Memorandum of Understanding	47
Article 21 – Savings Clause	48
Article 22 – Duration	49
Signatures	50
Appendix A – Membership Form Example	
Appendix B – Wage Scale 2025-2027	

## **Definitions**

<b>Administrative Investigation</b>	Any investigation of a Member which is not a criminal investigation conducted by sworn law enforcement officers.
<b>Lodge</b>	West Central Missouri Regional Lodge No. 50 of the Fraternal Order of Police.
<b>County</b>	Jackson County, Missouri.
<b>Department</b>	The Jackson County Sheriff's Office
<b>Executive Board</b>	Members elected to serve as the leadership of the Jackson County Sheriff's Office Chapter of the Lodge, including Chairperson, Vice-Chairperson, Secretary-Treasurer, Operations Bureau Steward, and Judicial Services Bureau Steward.
<b>Management</b>	Sheriff, Undersheriff(s), Colonel(s), Major(s), and Division Commanders.
<b>Member(s)</b>	Bargaining unit members including sworn deputies and sergeants employed by Jackson County, Missouri.
<b>Sheriff</b>	Sheriff of Jackson County, Missouri, whether elected, appointed, interim or acting.

## **MEMORANDUM OF UNDERSTANDING**

The purpose of this agreement is to set forth terms and conditions of employment and to promote harmonious, orderly, and peaceful labor relations for the mutual interest of the County, the Sheriff, the Lodge, and citizens and visitors of Jackson County, Missouri.

The County, the Sheriff, and the Lodge encourage to the fullest degree friendly and cooperative relations between their respective representatives.

The parties recognize that the interest of the community and job security of the Members depend on the County and the Sheriff's success in establishing and maintaining efficient, expeditious, and economical public services to the community.

Accordingly, the County, the Sheriff and the Lodge agree as follows:

## **Article 1 – Recognition**

Pursuant to Resolution No. 12795 and Recognition Agreement No 12795-A, Jackson County, Missouri (hereinafter the County), and the Jackson County, Missouri Sheriff's Office (hereinafter the Department), recognize and acknowledge West Central Missouri Regional Lodge #50 of the Fraternal Order of Police (hereinafter the Lodge) as the representatives for all full-time sworn deputies and sergeants, excluding confidential employees (hereinafter Members) employed by the Department, for the purposes of negotiating and arriving at agreements on matters relative to working conditions, salary, welfare provisions, and other areas of mutual concern.

Neither the County nor the Department will meet with any other labor organization purporting to represent Members with reference to changes or improvements in terms and conditions of employment of Members. The Lodge recognizes, however, that the County may bargain with labor unions which represent other bargaining units within County government and that the results of said bargaining may ultimately affect the terms and conditions of employees of the County, including the Members covered by this Memorandum, but such bargaining may not result in the loss or reduction of wages, benefits or rights presently in existence. The Lodge further recognizes that some Members may be entitled to petition for certification of a labor union with the Missouri State Board of Mediation pursuant to Chapter 105, RSMo., and that if such a labor union is so certified to represent any Members, the County and Department will be legally required to meet and confer with such union.

## **Article 2 – Lodge Status and Rights**

### **Section 1 – Right of Organization**

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

### **Section 2 – Right of Representation**

Members shall have the right to be represented by the Lodge and to meet and confer with the County, the Department, and/or the Sheriff in the determination of their conditions of employment and the administration of grievances for the purpose of administering this memorandum.

### **Section 3 – Lodge Business**

Lodge Members may engage in collective bargaining meetings, regular Lodge meetings, and/or grievance meetings while on-duty, but shall remain available to dispatch and their supervisor for immediate response if needed during any such meeting.

For training conferences, regional and state lodge conferences, and other Lodge related business, Lodge Members may draw from an annual combined bank of one hundred twenty (120) hours of paid release from duty to conduct Lodge Business, for use by a maximum of six (6) different members.

Upon majority approval of the Lodge Executive Board, the Lodge Chairperson may issue a written authorization to any member to request Lodge Business Leave. Upon receipt of such authorization in writing, affected Member(s) will attach the authorization to a time off request submitted to their Department Chain of Command according to Department procedure(s). Requests will be submitted at least seven (7) calendar days in advance, when possible, unless the request is of an emergency nature and could not have been foreseen or prescheduled.

### **Section 4 – Lodge Dues**



Lodge Dues shall be deducted by the County bi-weekly from the paycheck of each Member who voluntarily signs and remits to the Department an authorization form approved by the Lodge and the Department and attached herein as Appendix A. The written authorization will stay in effect until the Member gives written notification to the Department that they wish to terminate dues payments.

Should Lodge dues increase or decrease, the Lodge shall provide the Department with at least thirty (30) calendar day notice of such increase or decrease before the County is obligated to collect them.

### **Article 3 – Management Rights**

The Sheriff, in accordance with the Revised Statutes of the State of Missouri, the Jackson County Constitutional Home Rule Charter, and the Jackson County Code of Ordinances, possesses the sole right to operate and manage the Department. Subject to all other terms of this agreement, the Sheriff possesses and retains the right to:

1. Determine the mission of the Department;
2. Direct the working forces;
3. Hire, assign, promote, transfer, or lay off Members;
4. Determine the methods, means, number of job classifications, job duties, equipment and supplies needed to carry out the mission of the Department;
5. Discipline, demote or discharge for just cause;
6. Establish or change existing methods, procedures, policies, orders, or facilities; and,
7. Take whatever other actions may, in his/her judgment, be necessary to carry out the mission of the Department.

It is the intent of the Sheriff and the County to meet and confer with the Lodge regarding matters which affect Members in accordance with law, the Constitution of the State of Missouri, and the Jackson County Constitutional Home Rule Charter.

## **Article 4 – Probationary Employees**

### **Section 1 – Probationary Deputies**

Newly hired or re-hired deputies and newly commissioned recruit deputies transferred into a deputy job classification shall be considered probationary employees for the first twelve (12) months after they successfully complete field training.

### **Section 2 – Probationary Sergeants**

Newly promoted sergeants shall be considered probationary employees for twelve (12) months after promotion. During the probationary period, he/she may be demoted and returned to the rank of deputy by the Sheriff for just cause. Any sergeant so demoted shall be notified in writing of the reason(s) for demotion.

## **Article 5 – Seniority**

### **Section 1 – General**

Seniority shall be based on continuous length of service in rank without a break or interruption of more than twelve (12) calendar months, except that breaks or interruptions due to service in the United States Armed Forces will also count pursuant to the Uniformed Services Employment and Reemployment Act (USERA). When two or more Members are hired on the same date, seniority shall be based upon Department serial number. Pension eligibility shall be governed solely by the provisions of the Jackson County Code of Ordinances.

### **Section 2 – Budgetary Layoff**

In the event of a budgetary layoff, seniority will be considered only if qualifications needed for the work to be assigned, performance evaluations and work records are equal as determined by the Sheriff. Members will be recalled to duty in reverse order of their layoff only if the Member meets the qualifications. The recall list shall remain in effect for one (1) year after layoff.

### **Section 3 – Roster**

A roster of Members arranged in order of seniority by classification and a roster of Members arranged in order of total service with the Department shall be maintained and made available for examination by Members. The rosters shall be revised and updated at the beginning of each year and a copy of the same shall be transmitted to the Lodge. The roster of Members arranged in order of total service with the Department shall be maintained and provided for information purposes only.

### **Section 4 – Accrual of Benefits**

For the purpose of determining the amount or length of any benefit to which a Member is entitled, County Personnel Rules and the Jackson County Code of Ordinances shall be used in determining length of service.

## **Article 6 – Hours of Work**

### **Section 1 – General**

Members assigned to Patrol Division road patrol squads shall work twelve (12) hour shifts, except that one day in each two-week pay period shall be an eight (8) hour shift constituting a total of eighty (80) hours in each two-week pay period. Eighty (80) hours within each two-week pay period shall be the work period for calculating overtime for these Members. The start and end time of these shifts, and the beginning/ending duty station location shall be determined by the Sheriff or his/her designee. Members who live outside the boundaries of Jackson County should not be paid for driving time between their residence and the County unless responding to call-in during scheduled time off.

Members in all other assignments shall work eight (8) or ten (10) hours per day, as determined by the Sheriff or his/her designee, for a total of forty (40) hours per week. The start and end time of these shifts, and the beginning/ending duty station location shall be determined by the Sheriff or his/her designee. Members who live outside the boundaries of Jackson County should not be paid for driving time between their residence and the County unless responding to call-in during scheduled time off.

For all assignments, the Sheriff retains the right to change work schedules and/or beginning/ending duty station locations. The Sheriff agrees to meet and confer with the Lodge prior to making a permanent change to the above work schedules to include implementation of rotating shifts, except that meeting and conferring with the Lodge shall not be required regarding any change in work schedules or beginning/ending duty station locations in response to a bona fide emergency. The Lodge agrees to meet and confer within seven (7) days of a request by the Sheriff to meet and confer.

### **Section 2 – Overtime**

Except for bona fide emergencies, Members assigned to the Jackson County Drug Task Force or Metro Squad, or at the direction of the Sheriff, no Member shall be compelled to work more than sixteen (16) hours in any twenty-four (24) hour period.

### **Section 3 – Meal Periods and Breaks**

Members shall receive a total of one hour per work shift for paid mealtime or breaks, which may be scheduled daily with the approval of the Members' immediate supervisor as a single break period, or up to three separate break periods. No paid break time will be taken during the first or last hour of the shift. As sworn law enforcement officers, Members are required to remain in contact with dispatch and/or their immediate supervisor and available for immediate response if needed during any paid break period.

### **Section 4 – Holidays**

Members shall receive paid holidays on those days established as official Jackson County Holidays pursuant to the Jackson County Personnel Rules. Members who perform work on County Holidays shall be compensated according to Jackson County Personnel Rules. Where the official Jackson County Holiday is observed on a day that is different from the actual holiday (for instance, when Christmas Day occurs on a Sunday, but is observed by the County as an official County Holiday on the following Monday), Members performing work on the actual holiday are entitled to the same compensation as if they had worked on the observed holiday.

## **Article 7 – Work Assignments**

### **Section 1 – Entry-Level Assignment Bid**

The following assignments within the Sheriff's Office are considered entry-level assignments:

1. Road Patrol
2. Judicial Protection

Assignment to these positions, duty shifts, and locations shall be determined by the Sheriff after receipt of an annual assignment bid report from the Lodge. The Lodge shall conduct the assignment bid according to the following procedure:

1. On the first Monday in November of each year, the Lodge will provide all non-probationary Members assigned to Patrol squads or Judicial Protection with a form, which may be paper-based or electronic, on which they will be asked to provide their preferred entry-level assignments, ranked from most-preferred to least-preferred.
2. Members must submit the forms before two calendar weeks pass, after which time forms will not be accepted and Members who did not submit a form will forfeit their right to make their preferences known.
3. The Lodge will place Members into slots on an entry-level assignment list according to Seniority and/or Specialty Seniority, publish the list to the Membership and provide it to the Patrol Division Commander.
4. The Patrol Division Commander will consult other Division Commanders as needed and make recommendations for adjustment to the entry-level assignment based upon the needs of the Department. The Patrol Division Commander will make those recommended adjustments on the



entry-level assignment list and provide a copy to the Lodge and the Sheriff. Upon receipt, the Lodge will publish the adjusted entry-level assignment list to the Membership.

5. The Sheriff will make any desired adjustments to the entry-level assignment list as an exercise of his/her Management Rights.
6. The new entry-level assignment list will be provided to affected Members at least fourteen (14) days prior to becoming effective on the first day of the first full pay period in the following new year.

## **Section 2 – Specialized Assignment Application Procedure**

When sworn law enforcement vacancies occur or new positions are created in:

- General Investigations Unit
- Fugitive Apprehension Unit
- Communications Unit
- Technology Unit
- Traffic Safety Unit
- Sex Offender Registration Enforcement Unit

the position(s) shall be filled at the Sheriff's discretion after the following procedure:

1. Notification of the vacancy shall be published to all Members, including the position, rank, entry qualifications, scheduled days off, work schedule including hours and duty station location, deadline for application and application submission instructions. Deadline for application shall not be less than one calendar week (7 days) after publication of notice.

2. Members may be disqualified to apply for Specialized Assignment if they have served a suspension of five (5) days or more within the twelve (12) month period prior to the vacancy announcement, if they are under a work improvement plan at the time of the vacancy announcement, if they have an overall rating of needs improvement on their most recent performance evaluation, or if they have less than two (2) years total combined experience in an entry-level assignment, beginning at time of hire or POST certification date.
3. Upon receipt of all applications submitted prior to the posted deadline, the Sheriff or his/her designee may conduct additional selection exercises such as testing or interview prior to making a selection for the assignment. If all qualifications and performance on any selection exercise(s) are equal, seniority will be considered prior to making a selection.

### **Section 3 – Positions Filled at the Discretion of the Sheriff**

For all positions or assignments not listed in Sections 1 or 2, including but not limited to:

- School Resource Officer
- Community Resource Unit
- Jackson County Drug Task Force Officer
- Public Information Officer
- Internal Affairs and Intelligence Analysis

and for selection for specialized secondary duties including, but not limited to:

- K9 Handler
- Police Motorcycle Operator

-Unmanned Aircraft Systems (UAS) Operator

-Emergency Response Team (ERT) Member

the position or assignments will be filled at the Sheriff's discretion after his/her or his/her designee's selection after the following procedure:

1. Notice of vacancy shall be published to all Members including instructions for submission of interest with a deadline for submissions not less than one calendar week (7 days) after date of publication. The Sheriff or his/her designee may, at their discretion, request resume, essay, or other items to be submitted.
2. The Sheriff or his/her designee may, at their discretion, require test(s), examination(s) and/or interview(s) as part of the selection process.
3. The Sheriff or his/her designee will publish their selection for the position or assignment to the entire Department.

#### **Section 4 – Personal Transfers**

Nothing in this Article shall prevent any Member(s) from submitting written requests to the Sheriff, via Chain of Command, for transfer or assignment change at any time. Such requests may be considered, denied, or granted at the Sheriff's sole discretion.

#### **Section 5 – Departmental Transfers**

Members may be transferred or assigned at any time by the Sheriff to another assignment, shift, or duty location. Departmental Transfers shall be at the discretion of the Sheriff as a management right. If a Member is involuntarily transferred and his/her hours of work are significantly changed (i.e. from day

shift to night shift), the transferred Member shall be given at least seven (7) calendar days notice of such change unless the transfer is made in response to an emergency.

## **Article 8 – Job Classification**

The County shall have full discretion to establish, modify, abolish, or redefine job classifications in accordance with Jackson County Personnel Rules and after consultation with the Sheriff.

The County shall also have full discretion to set and define job descriptions and qualifications for classifications after consultation with the Sheriff. The Lodge shall be notified, in writing, of any changes in these classifications and afforded an opportunity to meet and confer with the County and Sheriff regarding any changes to those classifications, job descriptions and job requirements for positions represented by the Lodge.

Any change in a Member's job classification shall not result in a loss of pay for the affected employee.

The County and the Sheriff agree to regularly update all job classifications and the associated job descriptions and qualifications as needed to ensure they are current, complete and accurate.

## **Article 9 – Merit Promotional Process**

### **Section 1 – Eligibility**

Members shall be eligible to participate in the Merit Promotional Process for promotion from deputy to sergeant when, as of the date of the initial examination, they have served five (5) years as a full-time law enforcement officer without a break in service of more than six (6) months, with the immediately precedent three (3) years of full-time law enforcement service with the Department.

### **Section 2 – Merit Promotion Qualifications**

- A. Written Examination. Each Candidate must take a written examination prepared by a qualified outside firm or organization. The purpose of the examination shall be to determine the candidate's suitability for promotion. All candidates who take the written examination and rate a score of seventy-five percent (75%) or more shall be eligible for further consideration for promotion.
- B. Assessment Center. Each candidate passing the written examination must submit to an assessment center process to further determine the candidate's suitability for promotion, including an oral interview. The assessment process shall assess the candidate's leadership qualities, judgment, supervisory abilities, communications skills, and knowledge of department policies and procedures. Each member of the assessment center, as described below, shall score each candidate independently and the scores shall be averaged together to arrive at each candidate's final assessment center score. Before the scores are finalized, HR shall provide the scoring breakdown to all members of the assessment center to ensure that the scores have been tabulated correctly. In the event a candidate questions that tabulation of the scores, the candidate may meet with Human Resources to review the total tabulation for

all candidates. The assessment center shall consist of situational exercises designed to determine that a candidate possesses skills in supervision, spoken communications, planning, organization, control, organizational integrity, and interpersonal sensitivity. The assessment center shall be conducted by a board consisting of:

- a. Two (2) law enforcement officers from outside agencies selected by the Department,
- b. One (1) commander of the Sheriff's Office, selected by the Department,
- c. Two (2) sergeants of the Sheriff's Office, one selected by the Lodge and one by the Sheriff,
- d. One (1) person from Jackson County's Human Resources Department, and
- e. One (1) Colonel or Major of the Sheriff's Office, who shall be the chairperson of the assessment center and may only vote in case of a tie.

C. Ranking of Candidates. Those candidates who have successfully completed the written examination and assessment center will be ranked to determine their eligibility for participation in the promotion process. Forty-five (45) percent of the total ranking shall be based upon the written examination, forty-five (45) percent shall be based upon the assessment center, ten (10) percent shall be based upon the candidate's past evaluations and work record utilizing the best three (3) of the candidate's last five (5) evaluations.

### **Section 3 – Eligibility List**

An eligibility list of the top candidates shall be established based on criteria established in Section 2, paragraph C, and shall remain in place until the list is exhausted or for a maximum of two (2) years, whichever is less. The eligibility list shall list the candidates in the order of their scores and the total scores of each candidate. A copy of the list shall be provided to the Lodge within fourteen (14) calendar days after the completion of the last portion of the testing procedure. Promotions shall be made by the

Sheriff from the appropriate eligibility list in accordance with the candidates' position thereon, with the first person on the eligibility list promoted first. A deputy may be passed over for promotion for sufficient cause, in which case each candidate passed over shall be advised, in writing, of the reasons for being passed over, with a copy sent to the Lodge.

#### **Section 4 – Testing Procedure**

After a testing procedure is completed, the eligibility list shall remain in effect for two years from the date it is published department-wide via department email or until it is exhausted, whichever occurs first. If the list is exhausted before the expiration of the two-year period, the Department shall conduct another promotional process within ninety (90) calendar days of the date of the list's exhaustion. Eligible members shall be notified of the testing process by department email at least seventy-five (75) calendar days prior to the new test date. A deputy who declines a promotion will lose his or her place on the eligibility list and will not be considered further for promotion unless he or she regains a place on the next eligibility list.



## **Article 10 – Internal and Administrative Investigations**

### **Section 1 – Law Enforcement Officer Bill of Rights**

Administrative investigations or questioning of Members shall be conducted pursuant to 590.502 RSMo.

### **Section 2 – Polygraph or CVSA Examination**

During an investigation, the Department may require a member, in conformity with the following, to submit to a polygraph or CVSA examination. No member shall be required to submit to a polygraph examination unless the complaining witness or witnesses have submitted to the same test or analysis. However, if both the accused and complaining witnesses are employees of the County, both may be required to submit to the examination as a condition of employment. No member will be required to sign any document which does not accurately state the conditions under which he/she is taking the examination, and it is agreed that polygraph examination results cannot be used for any criminal investigation purposes. Members will be required to sign a release of liability against the person(s) conducting or involved with the application, administration or interpretation of the examination or analysis in a form mutually agreeable between the Lodge and the County. The results of a member's test shall be made available to the member and shall not be the sole basis for discipline or admissible before the Merit System Commission or arbitrator.

### **Section 3 – Member Privacy**

The County, Department or Lodge shall not release a member's home address, telephone number or photograph to media or any other person without the member's consent, except pursuant to valid subpoena, discovery request, or where required by law.

### **Section 4 – Member-involved Shooting Investigations**

Members who are involved in shooting incidents retain their right to legal counsel and shall have the right to have an Lodge representative present during any Department investigations or procedures following a Member-involved shooting.

Members involved in shooting incidents shall not be questioned at the scene or until forty-eight (48) hours have passed since the incident, except that Members may be immediately ordered to respond to public safety inquiries to determine:

1. Nature of injuries to Member or others;
2. Location of injured or potentially injured persons;
3. Direction of fire from Member's weapon;
4. Suspect(s) description, location, direction of travel;
5. Timeline of shooting, suspect(s) flight;
6. Crimes or circumstances for which suspect(s) are wanted;
7. Existence and location of evidence for preservation; and,
8. Existence and location of potential witness(es).

Members, at their own discretion, may make additional voluntary statements if they wish at any time.

Members may be asked to surrender their issued firearm to the Department or other investigating agency following a member-involved shooting. The Department shall provide a replacement issued firearm at the time the Member's firearm is surrendered, and except for exigent circumstances, the Department or other investigating agency should not take possession of the Member's issued firearm until such time as the replacement issued firearm is available to be issued to the Member.

## **Article 11 – Discipline**

### **Section 1 - General**

Members, excluding probationary members, shall only be disciplined or discharged for just cause, which shall be defined as a violation of the Constitutional Home Rule Charter of Jackson County, the Jackson County Code of Ordinances, Jackson County Personnel Rules, Department Policies & Procedures, Rules & Regulations, General or Special Orders, or the Revised Statutes of the State of Missouri.

In determining just cause, the following factors may be considered:

1. Whether the due process provisions of this Memorandum were correctly followed;
2. Whether the Member had been notified, made aware, or reasonably should have been aware of the term, ordinance, rule, policy, procedure, regulation, general or special order, or statute allegedly violated;
3. Whether any investigation was conducted in a fair, objective and impartial manner and all relevant and available witnesses and evidence were obtained and considered;
4. Whether any mitigating circumstances were considered;
5. In cases involving Jackson County Personnel Rules, Department Policies and Procedures, Rules and Regulations, General and Special Orders, whether the rule, policy, procedure, regulation or order was inconsistent with this Memorandum;
6. Whether other members were subject to the same or similar discipline when in the same or similar circumstances;
7. Whether the Department proved the alleged violations occurred; and,
8. Whether the discipline administered was in keeping with the seriousness of the offense.

## **Section 2 – Suspensions Without Pay**

Suspensions without pay shall be issued as a number of work hours not work days.

## **Article 12 – Grievance Procedures**

Disciplinary actions and matters of interpretation of this Memorandum may be grieved by a grievant Member or by the Lodge on behalf of the Membership. The Lodge, Department and Sheriff shall make sincere and determined efforts to settle grievances at the initial steps of the grievance procedure and keep the procedure free from non-meritorious grievances.

### **Section 1 – Grievance Procedure**

Grievances arising from disciplinary actions, and matters of interpretation of this Memorandum shall be handled according to the following procedure:

**Step 1:** The matter shall first be taken up orally between the involved Member and/or the Lodge and the supervisor involved. Lodge representative may be present with the Member during any step of the grievance procedure.

Prior to proceeding beyond Step 1 of the grievance process, the involved Member and/or the Lodge shall notify the Sheriff in writing that the grievance process has been initiated and identify the Division Commander to whom the grievance will be addressed in Step 2.

**Step 2:** If the grievance is not addressed by the supervisor to the Member or Lodge's satisfaction, it must be submitted in writing to the Member's Division Commander as an Inter-Office Memo within fourteen (14) days of the matter giving rise to the grievance becoming known to the grievant Member and/or Lodge. For matters where the Lodge is presenting a grievance on behalf of the membership as a whole, the grievance shall be delivered to the Staff Services Division Commander (unless the Staff Services Division Commander is a subject of the grievance, in which case the Patrol Division Commander will receive). The Division Commander shall provide a written reply to the Member and/or Lodge within fourteen (14) days of receiving the Inter-Office Memo.

**Step 3:** If the grievance is not addressed by the Division Commander to the Member and/or Lodge's satisfaction, the Memo and Division Commander's written response shall be forwarded to the Undersheriff within fourteen (14) days of receipt by Member and/or Lodge of the Division Commander's written response. The Undersheriff shall provide a written response within fourteen (14) days of receipt of the Memo and Division Commander's response.

**Step 4:** If the grievance is not addressed by the Undersheriff to the Member and/or Lodge's satisfaction, the Memo, Division Commander's written response, and Undersheriff's written response shall be forwarded to the Sheriff within fourteen (14) days of receipt by the Member and/or Lodge of the Undersheriff's written response. The Sheriff shall respond to the grievance within fourteen (14) days of receipt of the Grievance Form, Division Commander's and Undersheriff's written responses. The Sheriff may deliver a written response or may initiate a request for arbitration as described below in Step 5.

**Step 5:** If requested by the Sheriff, or if a written response from the Sheriff is received by the Member and/or Lodge that does not address the grievance to the Lodge's satisfaction:

- A. For grievances arising from disciplinary actions where Member(s) are suspended without pay for not more than forty (40) hours, Member may request a hearing before the Jackson County Merit Commission. Lodge representatives or legal representatives may assist the Member with the submission and be present during the Merit Commission process, or
- B. For grievances arising from disciplinary actions of more than forty (40) hours suspension without pay, demotion or discharge for just cause, and matters of interpretation of this Memorandum arbitration may be requested according to the following:
  - 1. The Member, Lodge, or Sheriff shall deliver a written notice of intent to arbitrate to the other parties within twenty-one (21) days of submission to the Sheriff of the Memo, Division

Commander's and Undersheriff's written responses. The written notice shall include copies of the Memo, Division Commander's, Undersheriff's, and Sheriff's (if provided) written responses.

2. Within twenty-one (21) days of the above notice being delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the American Arbitration Association (AAA), and alternately and independently strike unacceptable arbitrators from the list with the last remaining arbitrator being selected for the arbitration. If the party upon whom a properly executed FMCS request is served fails to execute and send such request within twenty-one (21) days of service thereof, then the grievance shall be found in favor of the non-defaulting party.
3. Members shall not be paid for time spent attending arbitration proceedings unless called as a witness by the Sheriff's Office or County.
4. The jurisdiction and authority of the arbitrator shall be bound by the following:
  - a. The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the ability to make such binding orders as are necessary to enable him/her to act effectively. The arbitrator shall observe the rules of evidence.
  - b. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
  - c. In the resolution of disputes between the parties of this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented to him/her by the parties in the presence of each other.

- d. The arbitrator shall have no authority to substitute his/her judgement for that of the County or Department, nor shall they have authority to usurp, subtract from, modify, or exercise any management right reserved to the Sheriff.
  - e. In disciplinary matters, demotion or discharge, the arbitrator shall have the discretion to rescind or decrease the discipline imposed if the evidence so warrants.
- 5. The cost of the arbitration shall be shared equally by the County and the Lodge.
  - 6. Decisions of the arbitrator are subject to review by the Sheriff, who may modify the arbitrator's decision when he believes the findings of fact and decision of the arbitrator are clearly contrary to the overwhelming weight of the evidence viewed in its entirety. Any ruling by the Sheriff to modify a decision of an arbitrator must be submitted to the parties, in writing, within twenty-one (21) calendar days of the arbitrator's decision and must specify the facts and evidence which support such modification. The final written decision of the Sheriff shall be subject to judicial review in the 16<sup>th</sup> Circuit Court of Jackson County if filed by the Lodge within thirty (30) days of the Sheriff's final decision. The court shall have the authority to overturn the Sheriff's decision if it is not supported by the evidence. If the Sheriff fails to issue such a written decision, the decision of the arbitrator shall be final and binding.
  - 7. Either party shall have the right to file an action in the 16<sup>th</sup> Circuit Court of Jackson County to set aside an arbitration award in accordance with applicable law.

## **Section 2 – Time Limitations and Extensions**

The time limits set forth in this Article are binding unless waived in writing by mutual agreement of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure by Division Commander, Undersheriff, or Sheriff to respond within established time limits shall



result in the grievance being moved to the next step. Failure by the Member and/or Lodge to comply with the established time limits shall result in the grievance being dropped.

## **Article 13– Vacations and Leaves of Absence**

### **Section 1 – General**

Members shall receive paid vacation leave benefits according to the Jackson County Personnel Rules. If the County intends to modify paid vacation leave benefits in any way that reduces the benefit to Members, the County agrees to meet and confer with the Lodge at least thirty (30) days prior to the proposed effective date of the change(s).

### **Section 2 – Scheduled and Unscheduled Vacation**

Vacation for which members provide at least seven (7) days notice shall be placed on the member's schedule and considered scheduled vacation. Scheduled vacation hours shall count as hours worked for purposes of overtime calculation.

Unscheduled Vacation for which members provide less than seven (7) days notice shall not count as hours worked for purposes of overtime calculation.

### **Section 3 – Scheduling**

The Department may establish department, bureau, division or unit-based procedures for scheduling of vacation time based on staffing needs and the discretion of supervisor(s) or Division Commander(s).

Any such procedure:

1. Shall not require Members who provide at least fourteen (14) days notice for scheduling of vacation leave to locate or assist in locating coverage for the leave shifts;
2. Shall not restrict Members who provide at least fourteen (14) days notice for scheduling of vacation leave from scheduling leave due to scheduled specialized unit training days, including but not limited to ERT, K9 training days;

3. Shall not permit Members to schedule in advance more than three (3) consecutive Mondays or Fridays as scheduled vacation days in any calendar year. This shall not preclude members from utilizing unscheduled vacation days on additional Mondays or Fridays with approval from their chain of command.

#### **Section 4 – Scheduled Vacation Portability**

If a Member is transferred between assignments after vacation leave has been scheduled, the vacation shall remain scheduled, and the member shall not be responsible for locating or assisting in locating coverage for the leave shift(s).

#### **Section 5 – Family and Medical Leave Act (FMLA)**

The County shall comply with the Family and Medical Leave Act (FMLA). Members are entitled to FMLA in accordance with County Personnel Rules.

#### **Section 6 – Bereavement Leave**

In the case of death within the immediate family (as defined by Jackson County Personnel Rules) of a Member, such Member shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the Member's accumulated sick or vacation leave balances. Leave taken in such cases should not exceed a period of three (3) working days. If the services are to be held outside a four hundred (400) mile radius, such Member may, with the prior approval of the Sheriff or designee, be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

#### **Section 7 – Injury Leave**

Members will be granted up to fifty-two (52) weeks of injury leave at his or her base rate of pay for any absence from duty due to line of duty injury. Pay received while on injury leave which is more than statutory requirements shall be subject to normal withholding of taxes and other customary payroll deductions. Injury leave shall not be deducted from the Member's accrued leave hours.

Injury leave beyond fifty-two (52) weeks shall result in benefits to the Member in accordance with State Statute, and/or Members may use accumulated leave balances.

### **Section 8 – Sick Leave**

Sick leave may be accumulated, without limitation, at a rate determined by Jackson County Personnel Rules, and pursuant to Jackson County Personnel Rules may be used for the following: Illness of Member, Illness of Member's Family Member, Health Care Appointment for Member or Member's Family Member. Members will notify the on-duty supervisor at least one (1) hour prior to the beginning of their work shift for any unscheduled use of sick leave. Members who wish to use sick leave to attend scheduled health care appointments shall provide as much advance notice to their immediate supervisor as practical, and such requests will not be unreasonably denied.

### **Section 9 – Jury Duty Leave**

Members who are summonsed for jury duty will be paid at the base rate for their regularly scheduled hours while absent for jury duty. Members shall notify their immediate supervisor immediately upon receipt of a summons for jury duty. Members who are released from jury duty during scheduled shift(s) must return to work. Upon completion of jury duty, Members must submit a copy of any payment receipt from the Court and return to the County any amount paid by the Court to the Member as compensation for jury duty. Amounts paid by the Court for parking, mileage, or meal expenses may be retained by the Member.

## **Section 10 – Retirement or Separation**

Upon separation from County employment, Members are entitled to be paid for accumulated sick leave at a rate of 30% of all unused hours up to a maximum of 1040 hours.

Upon separation from County employment, Members are entitled to be paid for accumulated vacation leave at a rate of 100% of all unused hours.

## **Section 11 – Quality of Life Days – “Q Days”**

Each calendar year, Members shall receive twenty-four (24) hours of paid leave for law enforcement officer quality of life. These hours may be taken as scheduled or unscheduled leave according to the same procedure used for vacation hours, except they shall not count toward total number of hours worked for purposes of calculating overtime. Quality of Life days must be used during the calendar year they were received, and Members will not be compensated for unused Quality of Life days when separated from employment.

**Article 14 – Jackson County Missouri Revised Pension Plan**

Members are to be included in the County's Pension Plan. The County agrees to continue to properly fund this plan according to the terms thereof. The County shall not terminate the plan or modify it in any way that reduces benefits to the Members without providing the Lodge with at least ninety (90) days notice and agrees to meet and confer prior to any such termination or modification.

## **Article 15 – Compensation**

### **Section 1 – Salaries**

Effective January 11<sup>th</sup>, 2025, the wage scale found in Appendix B shall be implemented by the County and the Sheriff. Members shall be placed into the appropriate classification on the wage scale for which they meet the requirements. Under no circumstances shall the member's placement within the wage scale in accordance with this Section result in a wage decrease for the individual Member.

Members shall be provided backpay for all hours worked between January 11<sup>th</sup>, 2025 and the actual date of implementation for the difference between the previous and new wage.

Prior to the initial implementation of the wage schedule and calculation of backpay, current Member placement within the wage schedule shall be confirmed by the Sheriff's Office and adjusted if needed to correctly reflect the Members' actual position according to the qualifications established by the new wage schedule.

The wage scale found in Appendix B and its annual adjustments shall remain in effect for the duration of this Memorandum, and Members shall advance in classification when they reach the requirements for the next classification.

### **Section 2 – Annual Wage Scale Adjustment, Cost of Living or Merit Increases**

Beginning in 2028, in lieu of annual Cost of Living or Merit salary increases, the wage scale found in Appendix B shall be adjusted on an annual basis to increase the base rate for each classification by 3.0% on the first day of the first full pay period of each year, and the new wage shall apply to all Members within that classification.

### **Section 3 – Shift Differential**

Members working regularly assigned scheduled shifts including at least six hours that fall between the hours of 6:00 PM and 6:00 AM shall receive a differential of an additional one dollar and fifty cents (\$1.50) per hour for all hours worked, including those training or special assignment hours outside of regularly scheduled shifts.

#### **Section 4 – Educational Incentive Pay**

Members who have obtained degrees from accredited institutions of higher learning shall receive a monthly educational incentive payment: fifty dollars (\$50.00) per month for associate degree, one hundred dollars (\$100.00) per month for bachelor's degree, one hundred fifty (\$150.00) per month for master degree or higher. Members shall receive only the incentive payment for the highest degree held, not for multiple degrees. The Department may require members to submit official transcripts documenting the received degree.

#### **Section 5 – Field Training Deputy Incentive Pay**

Members designated as qualified Field Training Deputy shall receive an additional two dollars and fifty cents (\$2.50) per hour worked as a Field Training Deputy. Field Training Deputy Incentive Pay applies only to hours worked and shall not be paid for leave time or time when the Field Training Deputy is not assigned a recruit deputy. Field Training Deputy qualifications and assignment are at the discretion of the Sheriff or designee.

#### **Section 6 – General Investigations On-Call Rotation Incentive**

Members assigned as investigators in the General Investigations Unit who work regularly scheduled on-call periods shall receive one dollar and fifty cents (\$1.50) per hour for all non-working hours during their on-call period.



## **Article 16 – Equipment**

### **Section 1 – Issued Equipment**

The Department shall issue all Members, at minimum:

1. Two (2) Short Sleeved Class A/B Uniform Shirts
2. Two (2) Long Sleeved Class A/B Uniform Shirts
3. Two (2) Class A/B Uniform Pants
4. One (1) Class A/B Uniform Hat
5. Two (2) Short Sleeved Patrol Utility Uniform Shirts
6. Two (2) Long Sleeved Patrol Utility Uniform Shirts
7. Two (2) Patrol Utility Uniform Pants
8. All brass insignia required for Class A/B Uniform Shirts
9. All patches required for all Uniform Shirts (attached to shirts at Department expense)
10. Class A Black Tie (Clip-on or Safety / Tear-Away)
11. Winter Coat or Jacket
12. Rain Gear (may differ according to assignment)
13. Leather Duty Belt and Gear (pants belt, duty belt, keepers, duty holster, dual magazine case, two handcuff cases or double handcuff case, TASER holster, chemical spray holster, flashlight holder, ASP / baton holder)
14. Two (2) Handcuffs
15. One (1) Leg Shackles and Belly Chain
16. One (1) Approved ASP / Baton
17. One (1) Approved Small Duty Flashlight
18. One (1) Approved Flotation Device

## **Section 2: Replacement or Repair of Issued Equipment**

The Department shall replace or repair any issued equipment item that has become worn or is no longer serviceable. Members shall be required to document the wear or serviceability of the item, request replacement or repair, and surrender the item to be repaired or replaced. Members who request replacement of equipment personally purchased prior to the Department's issuance of the item(s) are not required to surrender their personally purchased equipment when it is replaced by the Department with issued equipment.

## **Section 3: Replacement or Repair of Non-Issued Equipment**

The County also agrees that, within the limits of its past practice, it shall pay for the replacing or repair of personal items or equipment, which enhances a bargaining unit member's ability to perform their duties, purchased by the bargaining unit member, when they become damaged or destroyed on duty, up to a maximum of \$500.00 per item. The County shall have sole discretion to repair or replace the item. The bargaining unit member shall be required to furnish receipts prior to payment by the County.

## **Section 4: Uniform Cleaning and Maintenance Allowance**

Members are responsible for cleaning and maintenance of all issued uniforms and equipment. Members shall receive a monthly one-hundred-dollar (\$100.00) stipend to cover the expense of cleaning and maintaining uniforms and equipment.

## **Article 17 – Insurance**

### **Section 1 – Life Insurance**

Members shall be enrolled in the County's group life insurance program and provided with a no-cost policy of fifty thousand dollars (\$50,000.00).

In the event of a Member's total disability due to a line of duty injury or illness prior to age 60, the County shall provide the base policy benefit at no cost to the Member and continue such coverage as long as the disability is in effect to allow for continuation of coverage under the provisions of such policy until the employee reaches age 65.

### **Section 2 – Health Insurance**

Members and their dependents shall be offered health insurance plans under the County's group health insurance plan on the same cost-sharing basis offered to other full-time County employees.

Members who become totally disabled due to line of duty injury or illness and their dependents shall be offered health insurance plans under the County's group health insurance plan on the same cost-sharing basis offered to current full-time County employees.

Members who retire on or after their normal retirement date as defined by the Jackson County Missouri Revised Pension Plan shall be offered health insurance plans under the County's group health insurance plan on the same cost-sharing basis offered to current full-time County employees.

## **Article 18 – Miscellaneous Provisions**

### **Section 1 – POST Continuing Education Requirements**

The Department will provide all required training for Members to meet State of Missouri POST continuing education requirements. Training will occur while Members are on-duty. The Department may provide and require additional training beyond POST minimum requirements.

### **Section 2 – Off-Duty Responsibility**

Members as sworn law enforcement officers are subject to duty twenty-four (24) hours per day and are to respond appropriately to situations as set forth in the Revised Statutes of the State of Missouri, the Jackson County Constitutional Home Rule Charter, the Jackson County Code of Ordinances, Jackson County Personnel Rules, Department Policy and Procedure, Rules and Regulations. Any action taken by sworn Members during time off which action would have been taken by a Member while on-duty, in the course and scope of their duties shall be considered police action and the Member shall have the rights and benefits concerning such action as if they were on duty.

### **Section 3 – Contagious Diseases**

The County shall provide no-cost inoculation or immunizations for Members upon request for poison ivy, influenza, hepatitis, COVID, and/or any other contagious diseases, and shall provide the same to the Member's dependents if the Member is believed to have been exposed to a contagious disease during the line of duty. Such inoculation or immunizations may be provided by the County Health Department or another provider at the County's discretion. Members who elect to obtain the inoculations or immunizations from health care providers of their choice will not be reimbursed for the expense.

### **Section 4 – Burial Expenses**

The County agrees to defray all reasonable funeral and burial expenses not paid in accordance with worker's compensation and not to exceed five thousand dollars (\$5,000.00) for any bargaining unit member killed in the line of duty or who dies a duty-related death as determined by the Sheriff. The County also agrees to pay any cost associated with having the Member's name engraved on the Police Memorial Monument.

#### **Section 5 – Personnel File Review**

Members may on their own time and during normal County business hours review their personnel file or records maintained by the Department or by the Jackson County Human Resources Department in their entirety. If requested by the Department or County, Members must allow one (1) full business day for the Department or County to provide the records. Members may request copies of same and are responsible for any cost of producing the copies, if invoiced by the Department or County.

## **Article 19 – Legal Representation**

### **Section 1 – Civil Action**

As determined by the Jackson County Counselor pursuant to Chapter 16 of the Jackson County Code of Ordinances, the County agrees to provide at its expense and selection, legal counsel to all Members in connection with any civil action brought against them arising out of the performance of their duties.

### **Section 2 – Grievances**

Neither the County nor the Lodge shall be required to provide any Member with an attorney when the Member is charged with an alleged violation of the Memorandum or for any grievances filed by a Member against the County alleging a violation of this Memorandum or any other terms and conditions of employment. Once a grievance has been filed, designated Lodge attorneys, and any attorney representing the Sheriff, Department, or County may be present at any stage of the grievance process.

## **Article 20 – Entire Memorandum of Understanding**

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

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

## **Article 21 – Savings Clause**

The parties intend for this Memorandum to be consistent with applicable state and federal law and the County Charter and is not intended to supersede any such laws. The parties agree this Memorandum shall be enforceable upon adoption, ratification and signature by all necessary parties. If any provision of this Memorandum is subsequently discarded by a court of competent jurisdiction, found to be in violation of a state or federal law, or the County Charter, or subsequently enacted state or federal legislation or the County Charter as amended by the voters of Jackson County, such provision will be invalid and unenforceable. All other provisions of this Memorandum will remain in full force and effect. With regard to any stricken provision, the parties will promptly meet and attempt to negotiate a replacement provision.



## **Article 22 – Duration**

Except as provided in Article 15 regarding compensation, this Memorandum of Understanding shall become effective upon its execution and shall terminate on the close of business on December 31, 2027. Either party desiring to negotiate any modifications to this Memorandum shall give notice of the same on or before March 1, 2027. Failure to do so shall result in this Memorandum being automatically renewed for one (1) year periods until such time as notice is given by either party on or before March 1 of each year.

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

**County of Jackson County, Missouri**

Attest:

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

Approved As To Form:

\_\_\_\_\_  
Deputy County Counselor

\_\_\_\_\_  
(Print Name)

**Jackson County, Missouri**

By: \_\_\_\_\_  
Darryl Forté, Sheriff

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Frank White, County Executive

Date: \_\_\_\_\_

**West Central Missouri Regional Lodge #50 of the Fraternal Order of Police**

By: \_\_\_\_\_  
President, Paul Brooks

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chapter 3 Chair, Danny F. Barnes

Date: \_\_\_\_\_