

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

October 2010

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COUNTY CLERK

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## Definitions

County:	Jackson County, Missouri.
Confidential Employee:	The Administrative Assistant assigned to the Assistant to Sheriff.
Critical Incident:	Any incident in which an individual or individuals suffer loss of life or serious bodily injury and in which any bargaining unit member had any direct involvement, including investigation of the incident.
Employer:	Jackson County, Missouri.
Lodge:	West Central Missouri Regional Lodge No. 50 of the Fraternal Order of Police, Jackson County Sheriff's Chapter #3.
Sheriff:	Sheriff of Jackson County, Missouri.
Administrative Personnel:	Management, clerks and administrative assistants.
Management:	Sheriff, Assistants to Sheriff, and Commanders.
Bargaining Unit Members:	All full-time sworn Deputies, Sergeants, Court House Security, Dispatchers and civilian merit employees employed by the Department excluding confidential employees.
Vacancy of Position:	A vacancy occurs when a bargaining unit member leaves a department budgeted position including full-time assignments to special units.
Work Day:	An employee's regularly scheduled work hours for one (1) day. (This shall be used to determine the appropriate pay due to any employee who uses any

leave to which he or she is entitled. This shall include holiday, vacation and bereavement leave.).

Business Day: Monday through Friday, excluding weekends, holidays and emergency days off.

## **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 Employer, the Lodge, and the citizens of Jackson County, Missouri.

The Employer 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 employees depend on the Employer's success in establishing and maintaining efficient, expeditious, and economical public services to the community.

Accordingly, the Employer, 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 Department (hereinafter the Department) recognize and acknowledge the West Central Missouri Regional Lodge #50 Fraternal Order of Police/Jackson County Sheriffs Chapter #3 (hereinafter the Lodge) as the representatives for all full-time sworn Deputies, Sergeants, Court House Security, Dispatchers and civilian merit employees, excluding confidential employees, (hereinafter bargaining unit members or employees) employed by the Department, for the purposes of negotiating and arriving at agreements on matters relative to the 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 bargaining unit members with reference to changes or improvements in terms and conditions of employment of bargaining unit 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 bargaining unit 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 bargaining unit 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 bargaining unit 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.** Bargaining unit members shall have the right to join or decline to join, and participate in the Lodge.

**Section 2. Right of Representation.** Bargaining unit members shall have the right to be represented by the Lodge to meet and confer with the County in the determination of their conditions of employment and the administration of grievances for the purpose of administering this memorandum.

**Section 3. Lodge Business.** Designated bargaining unit members, not to exceed eight in number designated by the Lodge President annually and in writing to the Sheriff, will be released from duty with pay, subject to calls for service except when attending out-of-town training, to conduct Lodge business including:

1. Collective Bargaining negotiation sessions and meetings to prepare for negotiations;
2. Grievance meetings; or
3. Training related sessions that count towards post certification requirements.

Requests for Release for Duty with pay shall be made to the Sheriff or his/her designee at least five (5) days in advance whenever possible. Exceptions to the five (5) day request period will be considered for Lodge business that is of an emergency nature, non routine, and could not have been foreseen or prescheduled. Leave will not be abused by the Lodge or its respective designees, and requests will not be unreasonably denied. If necessary and requested, members of the Chapter 3 Board may use the Sheriff's Office headquarters for regular monthly meetings after normal business hours with approval.

The specific use of Lodge business leave must in each instance be requested in writing by the Lodge President and the Sheriff will approve the use of paid leave for Lodge business only if there is or will be sufficient staff on duty within the Department to meet operational needs at the time of the proposed use. Bargaining unit members designated by the FOP shall be allowed to annually draw upon a combined bank of eighty (80) hours paid leave for the use in attending:

- FOP labor related seminars and educational programs;
- State of Missouri FOP meetings;
- State of Missouri FOP conferences and conventions;

- National FOP Board of Directors meetings; or
- National FOP conferences and conventions.

#### **Section 4. Lodge Security.**

A. Lodge Dues. Lodge dues shall be deducted by the Employer bi-weekly from the paycheck of each Employee who voluntarily signs and remits to the Employer an authorization form approved by the Lodge and the Employer and attached herein as Appendix A. The written authorization will stay in effect until the Lodge Member gives written notification to both the Lodge and the County, thirty (30) days in advance of the termination of paid dues. The County will be afforded thirty (30) days lead time from the date of a written notice from the Lodge of any dues increase before it is obligated to deduct said dues in increase. The Lodge agrees to submit for each member a check-off form, which recites the provisions of this paragraph.

B. Service and Representation Fee.

1. Majority Status. Within 30 days after the execution of this agreement, the employer will determine through a review of dues deductions, whether the Lodge represents a majority (50% + 1) of sworn bargaining unit members. If it is initially determined that the Lodge does not represent a majority of the sworn bargaining unit members, the employer shall re-examine the Lodge's majority status two additional times at six (6) months intervals. If the Lodge is unable to establish a majority status after two such reviews, the county will not be obligated to deduct a service fee during the life of this agreement. Once it is determined that the Lodge represents a majority of sworn bargaining unit members, the Employer will deduct a service and representation fee for the sworn bargaining unit employees only within thirty (30) days of the determination of majority status. If it is determined that the Lodge represents a majority of all bargaining unit members during the re-examination periods, both sworn and civilian, the service and representation fee will be implemented for all bargaining unit members. Once the Lodge establishes that it represents a majority, there shall be no further inquiry into the majority status of the Lodge during the life of this agreement, unless specifically requested by Lodge representatives.

Once the Lodge has established that it represents a majority, it shall notify the Employer of the amount to be withheld as a representation fee and the Employer shall deduct that amount beginning within two pay periods of being notified.



2. Service Fee Calculation. The service and representation fee shall be a percentage of the amount paid by members for Lodge dues, based upon the amount reasonably calculated by the Lodge as appropriate for the performance of collective bargaining, contract administration and other permissible activities related to service and representation, but shall not include amounts utilized to finance the Lodge's political and fraternal activities unrelated to collective bargaining or contract administration. The Lodge shall provide the calculated amount to the Employer or its designated representative on or about February 1st of each year of this agreement. The Employee shall assess the amount as determined by the Lodge the following first full payroll in March and that amount will remain in effect for one year.

A representation fee authorization form is attached as Appendix B. The service and representation fee will be deducted from the salaries of those bargaining unit members who authorize such in writing. Once majority status has been obtained and a service fee has been implemented, the execution of a service fee authorization form shall be a condition of employment, and shall be irrevocable unless the bargaining unit member authorizes dues deductions, moves to a non bargaining unit position, or this Memorandum expires, whichever occurs first.

3. The Lodge agrees that it will indemnify and hold the Employer harmless from all suits, actions claims, and proceedings including the defense thereof, by a bargaining unit member arising out of any deductions made by the employer pursuant to Article 2. This indemnification shall not include payment for the Employer's legal representation. However, if requested, the Lodge shall provide its legal counsel to the Employer or its agents, at no cost, to defend them in any such suit, action, claim or proceeding arising out of the deductions made pursuant to Article 2.
4. The Employer shall deduct the Lodge Dues and Service and Representation Fee, whichever is applicable, bi-weekly from the paycheck of each Employee who so requests and shall remit the appropriate amounts so deducted to the Lodge treasurer promptly, but no later than ten (10) days after the Employer receives said funds. At that time, the Employer shall also provide to the Lodge a list of the names of individuals authorizing dues or representational fees deductions.
5. Any Employee shall have the right to revoke Lodge dues authorization by giving written notice to the Lodge at any time

during the fifteen (15) days prior to the Employee's Lodge anniversary date. Revocation of such authorization must be in writing, with a copy to the Lodge and the Employer, and shall be in accordance with the procedure set forth in the authorization forms. New and existing Lodge members who decide to discontinue their Lodge membership during subsequent window periods shall be required, as a condition of employment, to pay the service and representation fee and sign a check-off form authorizing and instructing the Employer to deduct the service fee from the Employee's compensation so long as Section B (1) Majority Status has been met.

### **Article 3 Management Rights**

The County through the Sheriff, in accordance with state law and the County's charter and Code, possesses the sole right to operate and manage the Department. Subject to all other terms of this agreement, the County and the Sheriff possess and retain the right to:

- A. Determine the mission of the Department,
- B. Direct the working forces,
- C. Hire, assign, promote, transfer, or lay off bargaining unit members,
- D. Determine the methods, means, number of job classifications, job duties, equipment, and supplies needed to carry out the mission of the Department;
- E. Discipline, demote or discharge for just cause,
- F. Establish or change existing methods, procedures, policies, orders, or facilities,
- G. Take whatever other actions may, in its judgment; be necessary to carry out the mission of the Department.

It is the intent of the County and the Sheriff to meet and confer with the Lodge regarding matters which affect bargaining unit personnel in accordance with law, the Missouri Constitution, and the County Charter.

### **Article 4 Probationary Employees**

**Section 1. Deputies.** New Deputies shall be considered probationary Deputies for the first twelve (12) months after they successfully complete their Field Training,

unless the shorter promotion probationary period applies under the County's Personnel Rules. Probationary Deputies shall not accrue seniority until the completion of their probationary period. Upon successful completion of the probationary period, that Deputy's seniority date will be measured from his or her date of commission as provided in Article 5. The position being held by a Deputy, excluding Courthouse Security assignments, upon successful completion of his/her probationary period will be assigned a position in road patrol for a period of one year. After one year, the bargaining unit member shall have the right to bid in accordance with Article 7 of this agreement.

**Section 2. Civilians.** New civilian employees shall be considered probationary employees for the first six (6) months of their employment, unless the shorter promotion probationary period applies under the County's Personnel Rules. Upon completion of the probationary period, the civilian employee's seniority date will be measured from his or her date of hire as provided by Article 5.

## **Article 5 Seniority**

**Section 1. General.** Seniority shall be based on continuous length of service in classification without a break or interruption, provided that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or budgetary layoff for ninety (90) calendar days or less, shall not constitute a break or interruption of service within the meaning of this section. Seniority will commence from the date a bargaining unit member enters a classification. When two or more bargaining unit members in the same classification were appointed on the same date, their seniority standing shall be determined in the order of their ranking on the report of competitive examination list from which their eligibility for appointment was determined; if the classification in question did not require a competitive examination, then seniority will be determined by date of hire by the County; if date of hire is the same, then seniority shall be determined by a lottery established by the County.

**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. Deputies and civilian bargaining unit members will be recalled to duty in reverse order of their layoff only if the employee meets the qualifications. The recall list shall remain in effect one year from layoff.

**Section 3. Roster.** A roster of bargaining unit members arranged in order of seniority by classification and a roster of employees arranged in order of total service with the Department shall be maintained and made available for examination by bargaining unit members. The rosters shall be revised and updated at the end of each year and a copy of the same shall be transmitted to the Lodge. The roster of bargaining unit 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 purposes of determining the amount or length of any benefit to which an employee is entitled, the County's Personnel Rules and Jackson County Code shall be used for determining length of service.

## **Article 6 Hours of Work**

**Section 1. General.** The regular workweek shall begin at 12:01 a.m. on Saturday and end on the following Friday at midnight. The County will agree to pay all bargaining unit members every two (2) weeks.

With the exception of deputies working in patrol, the standard work day for sworn personnel and for all civilian, investigative, and administrative personnel shall be eight (8), nine (9), or ten (10) hours of work per day, and a standard work week for such personnel will be forty (40) hours per week. The start time and ending time for each shift shall be determined by the Sheriff. For the purpose of calculating work time for employees provided a county vehicle, drive time to and from work does not count towards time worked on shift unless the employee is required or called upon to take law enforcement action. Should that occur, the employee will be compensated from the time he/she notifies dispatch of the incident requiring law enforcement action.

Deputies working in patrol 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 every two weeks for regular hours of work. The regular work period for purposes of calculating overtime for said patrol deputies shall be eighty (80) hours every two weeks corresponding with the pay periods rather than a weekly calculation.

For all assignments, the County and the Sheriff retain the right to change the work day or work week and change the above work schedules. The Sheriff agrees to meet and confer with the Lodge prior to making a permanent change to the above work schedule to include implementation of rotating shifts, except that conferring with the Lodge shall not be required regarding any change in work schedules in response to a bona fide emergency. The Lodge agrees to meet and confer within seven (7) days of a request.

**Section 2. Overtime.** Except for bona fide emergencies, officers assigned to Drug Task Force and officers assigned to the Metro Squad, no officer shall be compelled to work more than four (4) hours of overtime in any workday.

**Section 3. Meal Periods and Breaks.** Meal periods will not be taken during the first or last hour of work. A bargaining unit member will be subject to calls during the meal period only when determined by the duty supervisor to be operationally necessary.

Deputies assigned to road patrol will be allowed to take two (2) paid work breaks of up to fifteen (15) minutes each, in service, and a thirty (30) minute paid meal break while remaining in contact with the dispatcher and available for dispatch to respond to calls for service. All bargaining unit members shall be entitled to two (2) paid fifteen (15) minute breaks. Bargaining unit members covered by this agreement shall not be

allowed to accumulate break time from one day to the next.

Sworn bargaining unit members in positions other than road patrol, and bargaining unit members working as civilian administrative staff or secretaries, civilian courthouse security, and warrant clerks will work an eight (8) hour work shift, with meal periods and breaks to be determined by the supervisor; however, it is understood that employees are expected to work a full eight hours and that meal periods are unpaid.

Bargaining unit members working as dispatchers shall work an eight (8) hour shift with a paid ½ hour lunch break while not leaving the workplace.

Bargaining unit members working as maintenance workers shall work a ten (10) hour shift with a one hour unpaid lunch.

**Section 4. Holidays.** The following days will be observed as legal holidays. Whenever one of the designated holidays falls on Sunday, the following Monday shall be observed as the holiday. Whenever such holiday falls on Saturday the proceeding Friday shall be observed as the holiday.

New Years Day	Labor Day
Martin Luther Kings Birthday	Veteran's Day
President's Day	Thanksgiving Day
Truman's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If bargaining unit members are required to work on a holiday, or a day observed as a holiday, they shall be paid at the overtime rate for all hours actually worked on a holiday or observed holiday (holiday premium pay). Bargaining unit members, who work on a holiday, shall also receive holiday time equal to their regular hours of work in addition to any holiday premium pay for all hours worked on a holiday (total rate of pay at 2 and ½ times regular rate of pay for scheduled work shifts on holidays). Any additional time worked on a holiday will be paid at straight time for a scheduled shift or at time and one-half for a called out employee if applicable. Employees taking sick leave the day prior or day after a scheduled work shift that falls on a holiday shall not be eligible for the holiday premium pay.

For bargaining unit members not required to work on a holiday, the employee will be provided eight hours of pay based on the employee's actual rate of pay as holiday pay. Employees shall not receive holiday pay while on leaves of absence without pay.

In addition to the above holidays, bargaining unit members who have six (6) months of employment shall receive one (1) floating holiday per calendar year. Each floating holiday shall be compensated at the bargaining unit member's rate of pay for their assigned shift hours, not to exceed eight (8) hours.

**Section 5. Sick Leave.** Sick leave may be accumulated, without limitation, at the rate of 96 hours per year. Pursuant to the County Personnel Rules, sick leave may be used for the following:

- Illness of Bargaining Unit Member
- Illness of Family Member
- Health Care Provider Appointment of Bargaining Unit or Family Member

Bargaining unit members will notify the on-duty supervisor at least one hour prior to the beginning of their work shift that they wish to use sick leave, unless for good reason such notice cannot be given. Sick leave usage for known medical appointments should be scheduled with and approved by the Supervisor at least three days in advance of the leave if at all possible. Requests for sick leave usage to attend doctors appointments will not be unreasonably denied.

In accordance with the County's Personnel Rules, the Department may in its discretion require any bargaining unit member to furnish to his or her supervisor a medical form from a duly licensed physician, dentist or health provider. This must state the nature of the illness or injury and the length of time the bargaining unit member will be off work due to the illness or injury.

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

**Section 7. Retirement or Separation** Upon separation from County employment, a bargaining unit member is entitled to sick leave payout as follows:

**Full Years of Service Percentage of Unused Sick Leave**

1	Year	5%
2	Year	10%
3	Year	15%
4	Year	20%
5	Years or more	25%

There shall be no limitation on the amount of sick leave credit which a bargaining unit member may accumulate.

## Article 7 Work Assignments

**Section 1. Annual Road Patrol Bid.** Deputies assigned to Patrol shall be assigned annually to their respective shifts on a bid basis in accordance with seniority. Bidding for shift and days off in Patrol shall occur annually in November or December of each year. The exact date of the bid will be determined by the Sheriff after consultation with the Lodge. Probationary Officers shall have no seniority and may be assigned to Patrol at the discretion of the Sheriff or his designee. Deputies must remain in patrol for a period of one year after the completion of their probationary period and the Sheriff will assign them to the positions in patrol that remain after the bid is completed.

In the event an eligible deputy cannot be present for the bid, he shall have an opportunity to exercise his bid rights by proxy. The proxy shall be signed by the officer and specify four (4) alternative bid choices. If the absent officer is unable to obtain a bid position with any of his alternate choices, then he shall be assigned to an un-bid position by the Sheriff or his designee.

Deputies, who do not exercise the opportunity to bid during the appropriate period, shall forfeit their right to bid. These officers may be assigned to any un-bid position by the Sheriff or his designee.

Once the bid process is completed, the results of the bid including each deputy's bid position will be provided to the Lodge.

**Section 2. Qualified Application Procedure.** When sworn law enforcement vacancies occur or new positions are created in Investigations, Communications, Warrants, Traffic, S.O.R.E., and Property/Evidence, the position(s) shall be filled under the following procedure.

The Sheriff or his designee shall notify the Lodge and all bargaining unit members of the vacancy, via inter-department e-mail. The Department will also post a copy of the notice of the vacancy on appropriate bulletin boards. The posting of the new or vacant position shall:

- a. Identify the vacant or new position by name and the rank of the position;
- b. List the scheduled days off for the position;
- c. Identify the Unit where the position is located;
- d. Identify the hours of work for the position;
- e. Identify the date on which the applications for the position must be received and to who the application should be delivered;
- f. Provide the entry qualifications for the position based upon the County Job Description for that position. Specialized training will not be a prerequisite for a qualified bid position but training can be used as a factor to be considered for selecting the best qualified candidate as long as all bargaining unit members were eligible for

and were given an equal opportunity to receive such training; and,  
g. Identify the disqualifiers. Deputies shall be disqualified for a position:

1. If they have had one (1) negligent vehicular accident causing more than two thousand (\$2,000) in damage or which resulted in a serious injury to a person involved in the accident within the twelve (12) month period prior to the bid being posted;
2. If they have had a suspension of five (5) days or more within the twelve (12) month period prior to the bid being posted; or,
3. They are under a work improvement plan (at the time the bid is posted).

Deputies shall submit their bid to the Sheriff or his designee within the time prescribed in the bid position posting. Once the bid deadline has passed, the Sheriff or his designee shall review the submitted bids and determine which applicants meet the entry qualifications for the position and which deputies are disqualified from the position. If after such review, more than one bidder remains eligible for the position, the position shall be awarded to the senior bidder. If the need arises to change the entry qualifications, the Department shall notify the Lodge, in writing, and articulate the reasons necessitating such a change. The parties agree that the disqualifiers listed in subsection g above shall not be changed, altered or amended without the consent of both parties.

**Section 3. Positions filled at the Discretion of the Sheriff.** The vacancies or new positions or being assigned additional duties in the following assignments or units shall be filled at the Sheriff's discretion:

1. School Resource Officer;
2. Deputies assigned to the Community Resource Unit;
3. Property Officer;
4. Drug Task Force;
5. Public Information Officer;
6. Executive Officer;
7. DEA Task Force;
8. K-9 Officers;
9. HIDTA Officer; and
10. FBI Officer Task Force

These positions shall not be subject to the qualified bid procedure. When new positions are created or when vacancies occur in these positions, the Sheriff or his designee shall post a call for resume on appropriate department bulletin boards and send a copy of the call for resume to all bargaining unit members, via email. Once the deadline has passed for the submission of information, the Sheriff shall review the resume submissions and select a deputy to fill the new position or vacancy.



For purposes of this entire article, a vacancy occurs when the position remains vacant for sixty (60) days or more for any reason other than injury leave. Any vacant positions must be filed within 30 days after the position is vacant. Only sworn members of the bargaining unit shall be eligible to bid under this article.

**Section 4. Personal Transfers.** Any bargaining unit member may request a transfer or assignment from one shift to another. All such requests for transfer shall be in writing and served on the Division Commander with copies to the appropriate Division Commander and to the Lodge. Requests for transfer shall be granted at the sole discretion of the Sheriff. Requests to transfer into another division will be taken up by the Sheriff on a case-by-case basis. Members denied transfer requests will be provided a written explanation from the Sheriff.

**Section 5. Departmental Transfers.** Bargaining unit members may be transferred by their Division Commander either temporarily or for the duration of an annual bid period, to another shift or station. Such transfers shall only be for one of the following reasons:

- A. Inability to perform assigned duties;
- B. Inability to successfully complete training requirements of his/her position;
- C. Inability to function within a given area without an unusual incidence of founded complaints;
- D. In response to proven incidents of work place harassment;
- E. Temporary manpower/shift requirements not to exceed one (1) pay period;
- F. Training purposes.

**Section 6. Courthouse Security.** The vacancies or new positions in the Courthouse Security Unit shall be filled at the Sheriff's discretion, and such vacancies or new positions may be sworn or civilian positions depending on the organizational need.

For sworn positions, the position will be advertised as a sworn position and will be posted internally and advertised externally by Human Resources. These positions will begin at starting deputy pay and will not be assigned a county take-home vehicle. The employees will not be eligible for reassignment into other sworn positions within the Sheriff's Department.

For civilian positions, Human Resources will review job descriptions and will classify the position in the County's personnel system. These positions will be posted internally and advertised externally by Human Resources.

## **Article 8 Job Classification**

The County shall have full discretion to establish, modify, abolish, or redefine job classifications, in accordance with the County Personnel Policies and Procedures. The

County shall also set and define job descriptions and job requirements for job classifications. The Lodge shall be notified, in writing, of any changes in these descriptions or requirements, and afforded an opportunity to consult with the County regarding any changes. Any change in a bargaining unit member's job classification shall not result in a loss of pay for the affected employee.

## **Article 9 Promotions**

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

- 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 80% 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.

The assessment center shall be conducted by a board consisting of:

- 1. two (2) law enforcement officers from outside agencies selected by the Department,
  - 2. one commander of the Sheriff's Department,
  - 3. two existing employee of equal rank of the position being filled, one selected by the FOP and one by the Sheriff,
  - 4. one individual from the County's Human Resources Department, and,
  - 5. one Colonel from the department 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 percent (45%) of the total ranking shall be based upon the written examination, forty-five percent (45%) shall be based upon assessment center five percent (5%) shall be based on the candidate's past evaluations and work record, and five percent (5%) shall be based upon longevity with the department.

**Section 2. Qualifications for Promotion.** The County and the Lodge agree that Deputies seeking promotion to Sergeant must have a minimum of five (5) years' continuous service as of the date of the written examination as a Deputy with the Department.

**Section 3. Eligibility List.** An eligibility list of the top five (5) candidates shall be established based on criteria established in Section 1, paragraph C and shall remain in place until the list is exhausted or for a maximum of two 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 ten (10) business days after the scores have been tabulated. 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.

Upon a candidate's request, the Chairman of the JCSO Assessment Center shall provide a breakdown of his or her scores.

**Section 4. Testing Procedure.** The testing procedure shall be administered in the last quarter of each even- numbered year, and the eligibility lists shall be established by December 31 of each even- numbered year. 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.

**Section 5. Promotion Probationary Period.** A Deputy promoted to Sergeant shall be on probation for the first three (3) months of service in the higher rank. During the probationary period, he or she may be demoted to his or her former rank by the Sheriff. Any Sergeant who is demoted shall be notified, in writing, by the Sheriff, of the reason for the demotion. No employee shall be demoted without just cause, as defined in Article 12 of this Agreement. During the promotional probationary period, an employee may also be subject to discipline up to and including termination as set forth in the County's Personnel Rules.

## **Article 10 Joint Standing Committees**

**Section 1. Equipment and Uniform Committee** The Sheriff shall appoint a joint Equipment Committee composed of three (3) members appointed by the Sheriff and three (3) bargaining unit members appointed by the Lodge. The Sheriff or his/her designee shall chair the committee. The duties of the committee shall be to study, test, and evaluate new and existing equipment including the following: vehicles, guns, leather, radios, vest, helmets, batons, radar equipment, flash lights, range equipment, ammunition, and/or any other specialized equipment, or any other equipment necessary to adequately perform an assigned duty or police task.

- A. A committee member who is off-duty and who attends a scheduled meeting shall not be compensated unless appointed by the Sheriff. If the Sheriff appointee attends meetings after normal work shifts, he/she will be compensated at his or her appropriate rate of pay, or, at the member's discretion, compensatory time at the appropriate rate of pay while in attendance of said meeting.
- B. Committee members appointed by the FOP that request attending meetings during normal work time must be approved by the Sheriff and are subject to available manpower. In the event a member cannot attend, the FOP may substitute a member with supervisory approval.
- C. Committee members shall serve for one year on the board, starting January 1. A board member may continue to serve if re-appointed.
- D. The committee shall meet semi-annually, or more often as necessary.

**Section 2. Training Committee.** There shall be a Training Committee which shall seek out, review and screen information related to potential training for bargaining unit members. The Training Committee shall consist of two (2) members appointed by the Lodge, and two (2) members appointed by the Sheriff along with one Division Commander who will serve as the Chairperson. The Chairperson shall only be allowed to vote in case of a tie. The respective members of the Training Committee shall be appointed in January of each year, and they shall serve for one (1) year.

The Training Committee shall forward to the Chairperson all training information that it determines can be of benefit to members of the department. Additionally, all bargaining unit members shall provide the Chairperson with a copy of all training information they receive. The Chairperson shall either post or authorize the posting on all bulletin boards at all work locations, notices of any training that has been forwarded to him/her. The department will not be obligated to pay for any training that has not been posted. Interested applicants for any posted training shall submit their request to attend the training to their immediate supervisor.

## **Article 11 Internal Investigation Procedures**

**Section 1. General.** The Professional Standards Authority, which shall be designated by the Sheriff, may conduct investigations of complaints against a bargaining unit member by citizens or fellow employees amounting to a violation of the General Orders, Policies and Procedures or the County Charter, and may assign such investigations to be conducted by other appropriate departmental personnel.

Employee(s) against whom a complaint is registered and are investigated on a division level shall be advised, in writing, of the allegation(s), and will be provided with a copy of the complaint by the Division Commander or his designate prior to the investigation. Absent unusual circumstances, the investigation shall be completed within twenty (20) business days. In any formal interview or interrogation conducted during a division level investigation the employee has the right to have a Lodge Executive Board

member and/or attorney present during questioning. If during the course of the division level investigation it is deemed necessary that the complaint become an Internal Affairs Investigation the criteria set forth in this article will prevail. The determination of the division level investigation, including any disciplinary action against the employee, shall be reduced to writing and a copy shall be given to the bargaining unit member who is named in such action, within the time frame listed below in Section 8, and a copy shall be provided to the FOP, if the employee so requests. The determination of a complaint being assigned as an Internal Affairs investigation will be at the discretion of the Sheriff and /or Professional Standards Authority.

**Section 2. Internal Affairs Investigations.** In order to insure that the investigations by the Professional Standards Authority are conducted in a manner conducive to public confidence, good order, and discipline, while observing and protecting the individual rights of each bargaining unit member, the following rules and procedures are hereby established:

- A. The Internal Affairs investigations are to be confidential and conducted in strict conformity with the guidelines contained in this Article.
- B. Any person claiming knowledge of an alleged act of misconduct may file a complaint against any bargaining unit member of the Department. All complaints shall be reduced to writing. The Department shall not prevent any person or persons from making a complaint against a bargaining unit member. In the case of a complainant who wishes to remain anonymous, the Department shall obtain either a written complaint or maintain a tape recording of the complainant specifying his or her complaints before it may proceed with any administrative investigation.
- C. The Professional Standard Authority shall notify bargaining unit members in writing within one calendar week of the complaint with a copy of a complaint attached. Notification may be delayed if it is determined that such notification may impede or hinder such investigation. However, even in situations where notice is delayed, the employee will be provided with the opportunity to have Lodge representation present during any interviews of the bargaining unit member conducted as part of the investigation. The bargaining unit member may be placed on Administrative Leave with pay, at the Sheriff's discretion, during investigation.
- D. The Professional Standards Authority shall outline findings and forward the findings through the chain of command. No recommendations for or against disciplinary action shall be made by the investigator assigned by the Professional Standards Authority. Reports of investigations by the Professional Standards Authority are limited to fact-finding and evaluation of the complaint and of the complainant, if the complainant's mental, emotional or other conditions would have a bearing on the complaint. This report will be forwarded to the Sheriff who will make the final determination of findings

and disciplinary action, if any is warranted.

- E. One of the findings listed below will be included in the report of investigation of an alleged act of misconduct.
  - 1. Unfounded: The investigation indicates that the act(s) complained of did not occur.
  - 2. Exonerated: Acts did occur, but were justified, lawful, and proper.
  - 3. Not Substantiated: Investigation fails to disclose sufficient evidence to clearly prove or disprove the allegations made in the complaint.
  - 4. Sustained: The investigation disclosed sufficient evidence to clearly prove the allegation.
  - 5. Not Involved: Investigation established that the individual accused was not involved in misconduct in the alleged incident.
- F. The Department shall comply with the principles of the *Garrity* decision and all applicable laws.
- G. Bargaining unit members involved in a professional standards investigation must be advised, in writing, of the final finding of such investigation as pertaining to them personally. This notification shall be made in writing within ten (10) business days of the date of the final finding by the Sheriff.
- H. The Department shall not release any of the materials or information derived from the Internal Affairs investigation to any person, agency, or judicial proceeding except as may be required by law. As a matter of routine practice, complainants will be advised that there was an investigation and the matter is open or concluded but they will not be notified of specific discipline taken as a personnel issue.

**Section 3. Procedures.** Whenever a bargaining unit member is under an Internal Affairs Investigation, the investigation shall be conducted under the following conditions:

- A. Every effort shall be made to conduct interviews at a reasonable hour, preferably at a time when the bargaining unit member is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required. If it is to take place at a time other than when the employee is on duty, every effort shall be made to give prior notice to the person being interviewed. If the interview does occur during off-duty time of the bargaining unit member being interviewed, the bargaining unit member shall be compensated for such off-duty time at the appropriate rate of pay as

determined by the County's Personnel Rules governing overtime compensation.

- B. In all Professional Standards Investigations, every effort shall be made to notify the Unit Commander prior to one of his or her subordinates being questioned by a member of the Professional Standards Authority.
- C. The bargaining unit member under investigation or being interviewed shall have the right to have a Lodge Executive Board Member and/or attorney present during the interview. If necessary, the interview shall be suspended for a reasonable time until such third-party presence can be obtained.
- D. Bargaining unit members will be contacted either personally, by telephone, or by memo to schedule the required interview.
- E. The bargaining unit member under investigation or being interviewed shall be informed, in writing, of the nature and specific allegations of the complaint prior to any interview unless the professional standards authority has determined that exigent circumstances exist which would cause prior written notice to unduly interfere with the investigation. However, prior to the commencement of the interview, the bargaining unit member under investigation shall be advised of the nature and specific allegations of the complaint.
- F. The interview shall be completed as soon as possible. Time shall be provided for personal necessities, such as restroom breaks and meals.
- G. Offensive and abusive language, threats of punitive action, and promises of reward for answering questions shall be excluded from investigative interviews. Nothing herein is to be construed to prohibit the investigating Deputy from informing the bargaining unit member that his or her conduct can become the subject of disciplinary action.
- H. The complete interview of the bargaining unit member shall be recorded mechanically or by stenographer. There will be no "off-the-record" conversations. All recesses called during the interrogation shall be noted in the record.
- I. The line of questions of bargaining unit members will be, in all instances, pertinent to the issues of the interview. If responses given by the bargaining unit member open new avenues of inquiry that are pertinent, those issues may be pursued.
- J. The refusal by a bargaining unit member to answer questions or give a statement during any non-criminal investigation, whether as a participant or a witness, may result in disciplinary action up to and including termination.

- K. The bargaining unit member shall, upon request, be given an exact copy of any written statement the bargaining unit member may execute, or, if the questioning is mechanically or steno-graphically recorded, he or she shall, upon request, be given a copy of such recording and/or transcript. A request for a copy of a recording may be made any time during the investigation or grievance proceedings.
- L. Any member who lies in, or during, an Internal Affairs Investigation may be terminated.

**Section 4. Polygraph Examination/Computer Voice Stress Analysis.** In the course of an investigation, the Professional Standards Authority may require a bargaining unit member, in conformity with the following, to submit to a polygraph examination or a computer voice stress analysis (CVSA). No bargaining unit member shall be required to submit to a polygraph examination or a CVSA unless the complaining witness or witnesses have submitted to and passed the same test or analysis. No bargaining unit member will be required to sign any document, which does not accurately state the conditions under which he is taking the examination. No bargaining unit member will be required to waive any of his or her rights against anyone conducting or involved with the application, administration or interpretation of the examination or analysis. The results of a bargaining unit member's test shall not be the sole basis for discipline or admissible before the Merit System Commission or arbitrator.

**Section 5. Employee's Privacy.** The Department, the Lodge, nor any bargaining unit member shall release a bargaining unit member's home address, telephone number or photograph to the media or any other person without his or her consent, except pursuant to a valid subpoena or a valid discovery request in a civil lawsuit.

**Section 6. Disposition of the Investigation.**

- A. Absent unusual circumstances, all Internal Affairs investigations and decisions pertaining thereto shall be completed within fifty (50) business days from the date the investigation starts. Upon completing the investigation, the employee will be notified of the results within ten (10) working days.
- B. The findings of any Internal Affairs investigation, including the administering of any disciplinary action against the employee if any, shall be reduced to writing, and a copy shall be given to the bargaining unit member who is named in such action within the time frame listed above.

**Section 7. Searches and Disclosures.**

- A. Bargaining unit member may be required to disclose items of property, income, debts or personal expenditures only when such information tends to indicate a conflict of interest with respect to the performance of their official duties, or when it is necessary to ascertain the desirability of assigning the



bargaining unit member to a specialized assignment.

- B. Pursuant to an ongoing Professional Standards Unit Investigation, and the Professional Standards Authority has a reasonable suspicion that a search of County owned property, the employee may be asked to surrender for inspection his or her county issued property including but not limited to their desk, county owned vehicle, locker, computer, etc. The search will be conducted by the Professional Standards Authority and in all cases, the Authority will be required to have at least one uninvolved FOP representative present during the search, and the FOP representative will not be allowed to interfere with the search, but will only serve as a witness.

#### **Section 8. Bargaining Unit Member Involved Shooting Investigations.**

- A. No bargaining unit member who has discharged his or her weapon shall be treated as a suspect unless there is reasonable suspicion or probable cause to believe a crime has been committed.
- B. The scenes from shooting situations are to be considered and handled as any other major crime scene, per the appropriate General Order. The on-scene supervisor will be in charge until properly relieved by the crime scene coordinator. The crime scene will be held until the Sheriff or his/her designee authorizes the release.
- C. A bargaining unit member who is involved in a shooting incident shall have the right to have legal counsel and/or a Lodge representative present during any Professional Standards Authority interview. No interview by the Professional Standards Authority of the bargaining unit member involved in a shooting incident shall be conducted within twelve (12) hours of the incident.
- D. Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality may be relieved of duty and placed on Administrative Leave by the appropriate Division Commander. They will retain their badge and identification card, but not their weapon. This shall be removed and retained pending the investigation. A replacement weapon will be made available to any member placed on Administrative Leave and whose weapon has been removed. Bargaining unit member(s) will receive formal notification of their Administrative Leave through a Notice of Administrative Assignment.
- E. The bargaining unit member(s) will remain on paid administrative leave until the incident has been disposed of through the County Prosecutor's Office, or Grand Jury, and completion of the internal investigation. Once a ruling has been received from the County Prosecutor's Office, or Grand Jury, that no criminal charges will result from the injury/ fatal shooting incident, and that the Internal Affairs investigation has been favorably resolved, the bargaining

unit member will be returned to full duty status by the Sheriff. If criminal charges are filed, the leave will become unpaid from the time of filing. If the charges are subsequently dropped, or if the bargaining unit member is acquitted on the charges, he or she will also be returned to full duty status with all back pay, unless the Employer independently determines to pursue disciplinary action against the bargaining unit member, independent of the disposition of the criminal charges. In that event, all other procedural safeguards of this Memorandum and the Employer's personnel rules shall apply to that disciplinary action. The bargaining unit member(s) will receive formal notification through a personnel action form of their return to active status.

- F. Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality shall be required to be evaluated by a mental health professional to determine if the bargaining unit member is emotionally fit, before they may return to active duty. This shall be at the expense of the County.
- G. The County will pay the costs and expenses for counseling for any bargaining unit member who is involved in a critical incident as provided in the County's employee assistance program (EAP). If counseling beyond that provided by the EAP is requested and recommended by a mental health professional, the County shall pay all costs associated with such extended counseling, for a reasonable period of time.

**Section 9. Criminal Investigations.** 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 Sheriff assigns or requests including outside agencies, and shall be handled as any other criminal investigation. This type of investigation will not be subject to the procedures in Article 11. The bargaining unit member shall be advised of their rights pursuant to the Miranda procedure and the rights granted by the State of Missouri and the United States.

## **Article 12 Discipline**

Investigations that may give rise to discipline will begin within ten (10) days of the supervisor becoming aware of the issue. Except for matters involving a professional standards investigation, shooting investigation, or other Internal Affairs investigation, all discipline, absent unusual circumstances, shall be imposed within thirty (30) days after the completion of the investigation. Prior discipline and work record may be considered when determining the appropriate level of discipline. Progressive discipline may be used including and up to termination.

Bargaining unit members, excluding probationary bargaining unit members, shall only be disciplined or discharged for just cause, which shall be defined as a violation of the County Charter, Personnel Policies and Procedures, Department Rules and Regulations,

General or Special Orders and State Law. In determining just cause, the arbitrator may consider the following factors:

1. Whether the due process provisions of the contract / investigatory procedures were correctly followed;
2. Whether the employee had notice of the policy, had access to the policy, and acknowledged receipt that indicated the employee understood the policy;
3. Whether the investigation was conducted in a fair, objective, and impartial manner and all relevant and available witnesses and evidence were obtained and considered;
4. Whether mitigating circumstances were considered;
5. In the case of an action taken for violation of a personnel policy or procedure, department rule or regulation, or general or special order, whether the policy, procedure, rule, or order was inconsistent with this Agreement;
6. Whether other employees were given the same discipline when in similar circumstances;
7. Whether the department proved the alleged violations occurred; and,
8. Whether the level of discipline was in keeping with the seriousness of the offense.

## **Article 13 Grievance Procedures**

For purposes of this Article, a grievance is defined as all disciplinary matters and all matters related to the interpretation and application of this agreement submitted by an affected grievant bargaining unit member. As outlined below, all disciplinary matters involving suspensions of more than 4 days and all grievances pertaining to the interpretation of this agreement shall be subject to the arbitration. Any bargaining unit member may file a grievance, but the FOP will retain ultimate authority to determine whether non-disciplinary grievances are processed to arbitration. If a grievance affects more than one member of the bargaining unit regarding, the FOP may file a grievance on behalf of the entire bargaining unit.

The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from non-meritorious grievances.

### **Section 1. Grievance Procedure.**

*Step 1.* The matter shall first be taken up orally between the bargaining unit member involved and supervisor involved. A Lodge representative may be present during any step of the grievance procedure.

*Step 2.* If the grievance is not adjusted orally, it must be submitted in writing to the bargaining unit member's division commander within ten (10) business days after the occurrence giving rise to the grievance or after becoming known, or it shall be considered as dropped. The division commander shall reply in writing within ten (10) business days.

*Step 3.* In case the matter cannot be settled under Step 2, the matter will then be considered by the Under Sheriff or his designee. Requests for consideration by the Under Sheriff must be in writing within ten (10) business days of the decision in Step 2, or the grievance shall be dropped. The Under Sheriff's decision shall be made in writing within ten (10) business days after submission to him/her, or the grievant shall prevail.

*Step 4.* In the case the matter cannot be settled under Step 3 or in matters of termination, the matter will then be considered by the Sheriff. Requests for consideration by the Sheriff must be in writing within ten (10) business days of the decision of the Under Sheriff or the grievance shall be dropped. The Sheriff's decision shall be made in writing within ten (10) days after submission to him/her, or the grievant shall prevail.

*Step 5.* In the event a satisfactory solution cannot be reached between the parties through the procedure set forth above for discipline cases, the Lodge may request arbitration or a Merit System Commission hearing as provided below:

- (a) In disciplinary matters where the discipline imposed is a suspension of four (4) days or less, the employee's only administrative remedy will be to seek a hearing before the Merit System Commission.
- (b) In disciplinary cases involving suspension of more than 4 days, the grievant shall have the option of selecting arbitration or a hearing before the Merit System Commission, but not both, and provided that the option of proceeding before the Merit System Commission was preserved by the employee filing a notice of appeal with the Commission within ten (10) days after the employee receives notice of the significant act taken as defined in the County's Personnel Rules. Should the employee elect arbitration, the employee will agree to withdrawal their Merit Commission appeal. Grievances regarding the interpretation or application of this Agreement and disciplinary grievances involving suspensions of 4 days or more in which the grievant chooses to proceed to arbitration shall be process to arbitration as outlined below:
  - (1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) business days following the decision of Step 4-above. The notice shall set forth the articles or sections of this Memorandum, which are claimed to require modification or referral of the decision previously made. If notice of intent to arbitrate is not delivered within fifteen (15) business days, the grievance shall be deemed abandoned.
  - (2) Within fifteen (15) business days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties will

alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS request is served fails to execute and send such request within fifteen (15) business days of service thereof, then the grievance shall be found in favor of the non-defaulting party.

- (3) Bargaining unit members shall not be paid for the time spent in attending arbitration proceedings other than as a witness.
- (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 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 by the parties in the presence of each other.
  - (d) The arbitrator shall have no authority to substitute his/her judgment for that of the management of the County or Sheriff's Department, nor shall they have authority to usurp, subtract from, modify or exercise any management right of the County or Sheriff's Department.
  - (e) In discipline or discharge matters, the arbitrator shall have the discretion to rescind or decrease the discipline imposed, if the evidence so warrants.
- (5) The cost of the arbitrator 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 fifteen (15) business 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 16<sup>th</sup> Circuit Court of Jackson County to set aside an arbitration award in accordance with applicable law.

**Section 2. Time Limits.** The time limits set forth in this Article are binding, unless waived by mutual agreement of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure by the Sheriff to respond within the time limits set forth above shall result in the grievance moving to the next step. Failure of the Lodge or bargaining unit member to comply with the time limits or procedure set forth herein shall result in the grievance being dropped.

## **Article 14 Vacations**

**Section 1. General.** All bargaining unit members shall receive vacation leave credit for time actually worked, including the initial probationary period.

**Section 2. Schedule of Vacation Accrual.** Full-time bargaining unit members accrue annual vacation leave credit in accordance with the following schedule:

Less than sixty (60) months	80 hrs
Sixty (60) to one hundred twenty (120) months	120 hrs
One hundred twenty (120) to one hundred eighty (180) months	160 hrs
One hundred eighty (180) months and over	200 hrs

**Section 3. Accumulation of Vacation Leave.**

- A. Bargaining unit members may accumulate vacation leave credit in an amount equal to one-and-one-half (1-1/2) times the annual credit, up to a maximum of two hundred forty (240) hours.
- B. No vacation leave accrual in excess of the amounts prescribed in the above paragraphs will be allowed.

- C. Bargaining unit members will be allowed to use vacation leave prior to any other leave to avoid truncated losses of vacation leave.

**Section 4. Vacation Scheduling.**

- A. Normally, vacations will be scheduled at least thirty (30) in advance. However, employees will be allowed to utilize vacation for unanticipated emergency situations, manpower permitting. Once a vacation is scheduled and approved, it is the employer's responsibility to cover the shift of the employee who will be on vacation. However, the Employer shall maintain the right to cancel scheduled vacations in emergency conditions that require the employee's attendance at work in accordance with the mission of the department.
- B. Vacation leave may not be taken by a bargaining unit member until the employee has worked six (6) months.
- C. A bargaining unit member shall not be charged with leave for an observed holiday occurring during their scheduled vacation.
- D. If a bargaining unit member transfers from one division or unit to another, their scheduled vacation shall not be altered because of such transfer.

**Article 15 Retirement**

The parties recognize that the Employer has a County-funded pension plan for County employees. The Employer will continue to properly fund this plan according to the terms thereof. Employees covered under this Memorandum are included within the provisions of the plan and shall be provided a copy of the plan. The Employer shall not terminate its pension plan unless it notifies the Lodge at least 90 days prior to such termination, and meets and discuss with the Lodge before making any final changes. In the event that changes to the Employer's pension plan are officially proposed by the Employer, the parties agree to meet and confer regarding the effects of any such proposed changes.

An employee, who sustains an injury during the performance of his law enforcement duties, which renders the employee unable to perform the essential job functions and he/she qualifies for social security disability, vested bargaining unit members in the County's pension plan shall qualify for an unreduced pension based on the preset formula, or as otherwise provided by the County.

The County Executive and Sheriff agree to request the Pension Board explore extending disability retirement to non vested, non probationary law enforcement officers injured in the line of duty and qualified for social security disability.

## Article 16 Training

**Section 1. General.** The County and the Lodge agree that to provide for a professional Sheriff's Department, there are certain training requirements that must be met, and that the following requirements are the minimum training requirements:

- A. All bargaining unit members authorized to carry firearms in the performance of their duties shall be required to qualify twice each calendar year (for both day and night) with the issued firearms for which a qualification standard is applicable.
- B. All sworn bargaining unit members shall receive training and be certified in the use of Cardiopulmonary Resuscitation (CPR) and Emergency First Aid, according to the standards and guidelines established by the American Red Cross for such training. All non-sworn bargaining unit members shall be offered the opportunity to receive such training.
- C. The Department will provide all training required for each bargaining unit member. This shall include all training required for each bargaining unit member to comply with POST guidelines.

**Section 2. Pay for Training.** All training required by the department or provided for under this Memorandum shall be considered to be on-duty time, for which a bargaining unit member will be compensated in accordance with the provisions of this memorandum. Any time spent in such training or travel to training over and above the bargaining unit member's regular work week shall be compensated at the appropriate rate of pay in accordance with the County's Personnel Rules.

All training mandated by the Department and necessary to keep a bargaining unit member's POST certification current shall be paid for by the Department.

Bargaining unit members, with the Sheriff's approval, shall have the opportunity to use a county vehicle or their own personal vehicle for any training requiring travel. Members shall be reimbursed for all relevant travel expenses and mileage at the current rate established by the County's Policies if their personal vehicle is used. Members will also be paid for out-of-town meals when attending training consistent with the County's Travel Policy. The department may request receipts for such expenses.

## Article 17 Leaves of Absence

**Section 1. Family and Medical Leave Act (FMLA).** The County shall comply with the Family and Medical Leave Act (FMLA). Employees shall be entitled to take leave with pay in conjunction with FMLA in accordance with the County's Personnel Policies and Procedures.



**Section 2. Bereavement Leave.** In the case of death within the immediate family (as defined by Jackson County Personnel Rules) of a bargaining unit member, such employee 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 bargaining unit member's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that, if the services are to be conducted outside of a four hundred (400) mile radius, such bargaining unit member may, with the prior written approval of the Sheriff or his designee, be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

**Section 3. Extended Medical Leave.** Extended medical leave shall be for a maximum of ninety (90) days. When all sick leave and vacation benefits are exhausted by a bargaining unit member, leave time shall convert to leave-without-pay status for the remainder of the approved leave of absence. In order to maintain a position in the Department while on extended medical leave, such bargaining unit member must present a statement from a physician, dentist or health care provider to the Sheriff, through the chain of command, certifying the bargaining unit member is unable to perform job duties. Such a statement shall be updated as the Sheriff deems necessary.

Extended medical leave beyond that required by the FMLA may be granted at the sole discretion of the Sheriff pursuant to the County's Personnel Policies. Failure on the part of the bargaining unit member to report at the end of this extended leave period shall be considered as a resignation.

**Section 4. Injury Leave.**

1. **Medical Treatment:** It is the purpose of this section to recognize that the County is responsible for those medical services that represent medical practices intended to restore the member to the same or as close as possible to their same physical and/or mental condition that existed prior to a job-connected injury. If medical treatment is required due to the on the job injury, it shall be authorized by the County's designated workers' compensation physician. All visits shall be compensated at the bargaining unit member's appropriate rate of pay.
2. **Worker's Compensation:** A sworn bargaining unit member will be granted up to fifty-two (52) weeks of injury leave at his or her base pay for any absence from the workplace due to an injury which occurred while the member was performing duties unique to law enforcement. Injury leave shall be in lieu of the benefits provided for temporary total disability under the workers' compensation laws of the state of Missouri, which the member may be required to disclaim. Injury leave shall not be deducted from the bargaining unit member's accrued leave. In the event the injury requires time off beyond fifty-two (52) weeks, the bargaining unit member will receive benefits pursuant to State workers' compensation law, as amended from time to time.

In the event the injury requires the bargaining unit member to be absent beyond the times provided for above, the bargaining unit member may continue to use any accrued leave time.

**Section 5. Leave of Absence Without Pay.** A bargaining unit member on vacation or sick leave status must request a leave of absence without pay prior to exhausting all paid leave. The Sheriff is authorized to grant an unpaid leave of absence not to exceed one hundred eighty (180) days. The County Executive may grant a bargaining unit member a leave of absence without pay upon written request. Failure on the part of the employee to report to work at the end of an approved leave without pay may be considered a resignation.

**Section 6. Jury Duty Leave.** A bargaining unit member will receive leave with pay for their regularly scheduled hours when required to serve on a jury. The bargaining unit member must provide notice of required jury duty to their supervisor, as soon as received by the bargaining unit member. If released early from jury duty, the bargaining unit member is required to report back to work. Standard compensation by the Court for such jury duty will be deducted from the employee's next paycheck. The bargaining unit member may retain any allowance for parking, mileage, or meal expenses provided by the Court.

**Section 7. Floating Holiday.** Each bargaining unit member who has completed his or her probationary period shall be entitled to one floating holiday, not to exceed eight (8) hours, per calendar year, to be taken on a day selected by the member. The member must obtain prior approval from his or her supervisor before taking the holiday, which will be liberally granted so long as efficiency of the Department can be maintained. A floating holiday not used during the calendar year is lost. The full eight (8) hours of the floating holiday must be taken at one time. A member has no right to separation payout of an unused floating holiday.

## **Article 18 Compensation**

**Section 1. Salaries.** Effective January 1, 2010, and each year thereafter during the term of this agreement, all bargaining unit members with a performance evaluation rating of at least "Meets Expectations" shall receive a wage increase comparable to increases for this same rating afforded other County employees. Annual pay increases are subject to available County revenues and annual adopted budget appropriations.

**Section 2.** For 2010, eligible bargaining unit members may receive a wage increase on July 1<sup>st</sup>. Increases for 2010 shall be determined based on revenue calculations compiled by December 17, 2010. Merit increases, should revenue be available, shall be retroactive to July 1, 2010.

- A. Eligible bargaining unit members shall receive merit based wage increases if County revenues increase. To be eligible for an increase, the employee must

have at least a “meets expectation” on their annual evaluation. In the event revenues increase over budgeted projections, then the Sheriff’s Office will be given a merit pool in a proportional amount. For example, a 1% increase in actual County general fund revenues over 2010 budgeted general fund revenues will result in a 1% merit pool for raises for the employees of the Sheriff’s Office, but shall not exceed 3%.

- B. The determination of revenue increases shall be based on factual findings that the aggregate revenue collections remain at or above the levels of Fiscal Year 2009, including any consideration of Stimulus money received that has been made for salaries or other compensation for County employees if it would free up revenues for salaries or other compensation. Additional stimulus money received for the purpose of increased salaries or other compensation shall not be applied or offset the increase and shall be separate and independent increases to salaries or other compensation. County revenues will reflect the increase in total revenues including property taxes, sales taxes, anti-drug tax, miscellaneous taxes, licensees, permits, intergovernmental, charges for services, and fines and forfeitures to the County less any increased expenses or changes in revenue as outlined below:
  - 1. In recent years, expenses for insurance and utilities have seen increases that were out of Jackson County’s hands; expense increases such as these reduce the total revenues to the County, resulting in lower revenues. For the calculation of expenses only insurance and utilities will be considered.
  - 2. Increased revenues or loss of revenue for departments that are funded by state reimbursements, i.e. family court, will not be considered as increased or loss of revenues.
  - 3. Increased revenues resulting from new contracts, grants, or specific services provided that are new to the County will not be considered as increased revenues.
- C. In the event the County provides a wage increase for any County department, division or employee, including wage increases for elected officials not otherwise required by law that is above that provided to members of this bargaining unit, members covered by this Agreement will receive an increase equal to that granted the other department, division, employee(s) or elected official.

**Section 3. Compensation Study.** No later than thirty (30) days after this MOU is approved, a Committee will be established to undertake a compensation study for the Sheriff’s Office. This Committee will be comprised of three (3) members designated by the Lodge, one (1) member designated by the Sheriff, one (1) member designated by Human Resources and one (1) members designated by the County Executive. The County will provide the resources necessary to conduct this study, but it is understood the

County may undertake this study in house rather than utilize an outside consultant, and the committee's study shall be conducted independently.

The scope of the compensation study shall include compensation and benefits the following law enforcement agencies:

1. Kansas City, Missouri Police Department
2. Independence, Missouri Police Department
3. Blue Springs, Missouri Police Department
4. Liberty, Missouri Police Department
5. Lee's Summit, Missouri Police Department
6. Platte County, Missouri Sheriff's Department
7. Cass County, Missouri Sheriff's Department
8. Grandview, Missouri Police Department
9. Clay County, Missouri Police Department
10. Kansas City, Kansas Police Department
11. Olathe, Kansas Police Department
12. Wyandotte County, Kansas Police Department
13. Johnson County, Kansas Sheriff's Department
14. St. Joseph, Missouri Police Department
15. Buchanan County, Missouri Sheriff's Department
16. St. Louis County, Missouri Police Department
17. Green County, Missouri Sheriff's Department
18. St. Charles County, Missouri Sheriff's Department
19. Boone County, Missouri Sheriff's Department

Using the information gathered from these agencies, the committee shall recommend wage increases for bargaining unit members in respective positions and/or ranks. The recommendation need not be unanimous. The Committee shall complete its work within one hundred twenty (120) days after commencing its work and shall report its findings and recommendations to the Sheriff, County Executive and County Legislature at that time. The one hundred twenty (120) day timeframe to complete such work may be extended by a majority vote of the committee members.

With its findings, the Committee shall make a recommendation regarding implementation of its findings and recommendations, including a time table for such implementation. The decision on whether to implement the Committee's recommendation shall be made on or before December 17, 2010. If the Committee's recommendations are implemented, the contract will automatically extend for three additional years through 2013.

If the committee's recommendations are not implemented, the Lodge may reopen the entire agreement for further negotiations by providing notice to the County within fifteen (15) days of receipt of the decision not to implement the committee's recommendations or December 31st, whichever occurs first. During the subsequent negotiations, this agreement will remain in force and effect until a subsequent agreement

is reached, or until the expiration of this Agreement on December 31, 2013.

**Section 4. Promotions.** If a bargaining unit member changes classifications to one that has a higher pay scale, he or she will receive the minimum wage rate for that classification, or his or her existing wage rate plus five percent (5%), whichever rate is greater. Position reclassifications to a higher grade are not considered promotions for purposes of this section.

**Section 5. Out of Class Pay.** Bargaining unit members who work out of class shall receive the minimum rate of pay for such work or their regular rate of pay plus five percent (5%), whichever is higher as set forth below. The assignment for out of class work shall be at the discretion of the Sheriff. Out-of-class pay is appropriate only in the following circumstances:

- A. If the bargaining unit member works out of class more than five (5) consecutive working days in a higher classification
- B. The bargaining unit member has been assigned seventy-five percent (75%) or more of the out-of- class job's responsibilities, tasks, and duties; and
- C. The out-of-class work results from a vacancy that is not immediately filled, or an approved leave of absence, excluding vacation.
- D. Out of class pay applies only to actual hours worked and not to vacation or sick leave. Out of class pay will be paid for holidays.

**Section 5. FTO/FTS PAY.** Members serving as Field Training Officers or Field Training Sergeants shall receive an additional one dollar (\$1.00) per hour for all time spent performing the duties of an FTO or FTS. Additional FTO/FTS pay shall only be applied to actual hours worked and will not be applied to sick, vacation, compensation, other paid or unpaid leave. FTO/FTS designation and assignment shall be at the discretion of the Sheriff.

## **Article 19 Overtime Payment**

**Section 1. Minimum.** Any bargaining unit member who is called back to duty outside his/her regular scheduled working hours, he/she will receive a minimum of four (4) hours pay at the bargaining unit member's appropriate rate of pay, or receive one and one half (1 1/2) times the time worked, whichever is greater. This is to include court time. However, if the employee is called in less than four (4) hours immediately prior to and connected to the start of his/her regular shift, he/she shall be entitled only to time and one-half for hours worked prior to their scheduled shift.

**Section 2. Comp Time.** With approval of the Sheriff and at the employee's request, bargaining unit members may accumulate compensatory time in lieu of overtime

with a credit up to a maximum of ninety (90) hours. Holiday leave, approved vacations and approved compensatory time shall count as hours worked for the purpose of computing overtime hours. Job related illness or injuries, funeral and sick leave shall not count as hours worked for the purposes of computing overtime.

## **Article 20 Legal Representation**

**Section 1. Civil Action.** As determined by the County Counselor pursuant to Chapter 16 of the County Code, the County agrees to provide, at its expense and selection, legal counsel to all bargaining unit 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 bargaining unit member with an attorney when the bargaining unit member is charged with an alleged violation of the Memorandum or for any grievances filed by a bargaining unit member against the County alleging a violation of this Memorandum or any other terms and conditions of employment.

## **Article 21 Equipment**

**Section 1. Furnished Equipment.** The County shall furnish all bargaining unit members with all required equipment and apparel through a quartermaster system established and operated by the Department.

**Section 2. Replacements.** The County shall pay for the replacement of all Department issued items, when no longer serviceable.

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 3. Monthly Uniform Allowance** The County agrees that sworn bargaining unit members shall receive a minimum of a monthly allowance of \$35.00, except plain clothes Deputies who shall receive \$60.00, for the cleaning and maintenance of Department issued uniform items and equipment. Non-sworn bargaining unit members who are required to wear a uniform, which is not furnished and maintained by the Department, shall receive a monthly uniform allowance of \$20.00. Employees are responsible for providing proper care and maintenance of all County issued equipment and uniforms.

**Section 4. Return of Equipment and Uniform Upon Separation.** All employees shall be required to return all County issued equipment and uniforms upon separation from employment.

## **Article 22 Insurance**

### **Section 1. Life Insurance.**

- A. Eligibility. Upon completion of the first day of the first month following 15 days of continuous service with the County, all regular full-time bargaining unit members shall be enrolled in the County's group life insurance program.
- B. Benefits. The amount of life insurance for covered bargaining unit members shall be \$15,000.00. Bargaining unit members shall be given the opportunity to purchase additional life insurance through payroll deduction at competitively bid rates. In the event of total disability of a bargaining unit member prior to age 60, the County shall provide the base policy benefit at no cost to the employee 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.**

- A. General. The County offers a choice of health insurance plans for regular full-time bargaining unit members on a cost-sharing basis. Payment for health insurance shall be authorized through payroll deductions.
- B. Coverage and Cost. The class of coverage selected shall determine the cost share.
- C. Disability. Bargaining unit members applying for disability income may remain on the County's group health plan at the County's group rate until the eligibility for these programs is determined, for so long as the bargaining unit member remains a County employee.

**Section 3. Dependent Coverage.** The County agrees to offer the Medical insurance plan to spouses and dependent children of bargaining unit members killed in the line of duty at the then current bargaining unit member's contribution rates, and as subsequently adjusted, so long as no group coverage is available. This coverage shall cease for the spouse when the spouse remarries and for the dependent children when they are no longer a full time student or reach the age of 23, whichever comes first.

**Section 4. Retired Bargaining Unit Member Coverage.** The County agrees to offer its health insurance plan to any retired bargaining unit member at the retiree's cost based on the current full premium. The insurance plan(s) will be the same as those

offered to a regular full-time bargaining unit member until such time as the retiree qualifies for Medicare.

## **Article 23 Miscellaneous Provisions**

**Section 1. Off-Duty Responsibility.** The County and the Lodge recognize that all commissioned personnel are presumed to be subject to duty twenty-four (24) hours per day, and are to respond appropriately to situations as set forth in departmental policies and procedures. Any action taken by commissioned Deputies on their time off, which action would have been taken by a Deputy on duty, in the course and scope of their job duties as determined by the County Counselor, provided that an emergency exists which would constitute a felony violation or any situation causing imminent fear of death or serious injury shall be considered police action, and the bargaining unit member shall have all the rights and benefits concerning such action as if they were on duty.

**Section 2. Off-Duty Employment.** The Department, with input from the Lodge, will develop and administer a referral system for all off-duty employment subject to Departmental Policy set forth by the Sheriff.

**Section 3. General Orders.** The Department will make accessible to each bargaining unit member an updated notebook which contains the County Charter, County Policies and Procedures, General or Special Orders of the Department, a current copy of this Memorandum, Handbook for Law Enforcement Officer, and updates as needed.

**Section 4. Contagious Diseases.** The County agrees to provide for inoculation or immunization shots for a bargaining unit member's family when such becomes necessary as a result of the bargaining unit member's exposure to disease in the line of duty. The County shall also provide for all inoculations or immunization shots for bargaining unit members who request it for poison ivy, flu, hepatitis, and/or any other contagious diseases. The County will further provide testing for all of the above immunizations, which require the same, to assure that the immunizations were effective.

**Section 5. Burial Expenses.** The County agrees to defray all reasonable funeral and burial expenses, not paid in accordance with worker's compensation, not to exceed \$5,000, 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 the cost of having a Deputy's name engraved on the Police Memorial Monument if the bargaining unit member is killed in the line of duty or dies of a duty related injury.

**Section 6. Employees' Rights.** Bargaining unit members may on their own time and during regular County Business hours review their personnel records maintained in Human Resources, and any and all writings concerning the member in said file.

**Section 7. Enactment of County Policies.** Should the County enact a countywide policy or procedure or other internal regulation which provides for benefits,



pay or rights to all County employees that exceed the benefits provided to bargaining unit members under this agreement, those greater benefits shall supersede the benefits provided in this Agreement and shall be given to all bargaining unit members.

## **Article 24 Entire Memorandum of Understanding**

This Memorandum of Understanding will be considered as an addendum to the Personnel Policies and Procedures. If a conflict exists between this Memorandum and the Personnel Policies and Procedures, the Memorandum of Understanding will prevail. However, if there is no conflict, the Personnel Policies and Procedures will prevail.

The parties further 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.

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

## **Article 25 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 declared, by a court of competent jurisdiction, 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 26 Duration**

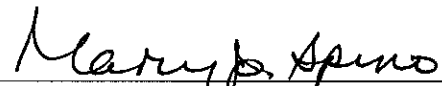
Except as provided in Article 18 regarding compensation, this Memorandum of Understanding shall become effective upon its execution, and shall terminate on the close of business on December 31, 2013. Either party desiring to negotiate any modifications

to this Memorandum shall give notice of the same on or before March 1, 2013. 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 County of Jackson County, Missouri**

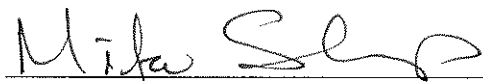
Attest:

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

Approved As To Form:

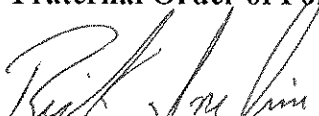
  
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William Snyder, Acting County Counselor

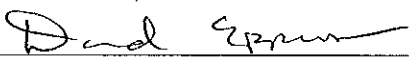
**Jackson County, Missouri Sheriff's Department**

By:  Date: 12-17-10  
Mike Sharp, Sheriff

By:  Date: 12/15/10  
Michael D. Sanders, County Executive

**Fraternal Order of Police, Lodge No. 50**

By:  Date: 11/12/10  
President, Rick Inglima

By:  Date: 12/17/2010  
Dave Epperson, Chairman Chapter 3