

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive and the Jackson County Sheriff to execute an Agreement with West Central Missouri Regional Lodge No. 50 of the Fraternal Order of Police regarding the terms and conditions of employment of members of its bargaining unit within the Sheriff's Office.

RESOLUTION NO. 19686, January 8, 2018

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolution 12795, dated June 28, 1999, the County did recognize West Central Missouri Regional Lodge 50 of the Fraternal Order of Police as the bargaining representative for certain employees within the Sheriff's Department; and,

WHEREAS, the current Agreement between the County and the Lodge expired on December 31, 2017, and the parties' negotiating teams have been meeting and conferring for the purpose of negotiating a successor MOU; and,

WHEREAS, the County and the Lodge teams have concluded their negotiations and recommend approval of the successor MOU, which will be in effect through December 31, 2020, a copy of which is attached hereto and incorporated herein by reference; and,

WHEREAS, the Lodge's bargaining unit have ratified this MOU and its approval is in the best interest of the health, welfare and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the attached Memorandum of Understanding is authorized to be executed by the County Executive and the Jackson County Sheriff.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19686 of January 8, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino
Clerk of Legislature

**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**

January 2018 – December 2020

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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.
- Deputy: Any rank of sworn personnel below Captain for purposes of this Agreement.
- 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, employed by the Department excluding confidential employees.
- 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.).

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 Sheriff's Chapter #3 (hereinafter the Lodge) as the representatives for all full-time sworn Deputies, Sergeants, and Court House Security Deputies 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) calendar days in advance whenever possible. Exceptions to the five (5) calendar 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 one hundred and twenty (120) 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) calendar days in advance of the termination of paid dues. The County will be afforded thirty (30) calendar 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 thirty (30) calendar 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) calendar 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) calendar 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) calendar 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 periods may be extended pursuant to the Employer's Personnel Rules. Once a Bargaining Unit Member has completed the required probationary period, subsequent assignments are governed by Article 7 of this MOU.

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 bargaining unit member's date of hire. When two or more bargaining unit members in the same classification were hired on the same date, their seniority standing shall be determined by serial number. An Employee who separates from County service and is rehired within twelve months of separation shall be issued the same serial number, and the Employee's seniority date shall be adjusted to account for the period of the Employee's absence from the workplace. An Employee who is rehired after the passage of more than twelve months shall be issued a new serial number, and that Employee's seniority shall recommence as of the date of rehire. Pension eligibility shall be governed solely by the provisions of chapter 15 of the Jackson County Code.

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 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) calendar 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 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.

Section 4. Holidays. All employees shall receive holidays on those days established as official Jackson County holidays pursuant to the Personnel Rules. All County departments and offices shall be open and normally staffed on all election days, except as otherwise required by law.

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

5 Years or more	30%
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Employees with less than 5 years of service will not be paid for any sick leave accrual upon separation.

There shall be a maximum of 1040 hours on the amount of sick leave credit which a bargaining unit member may accumulate. Any bargaining unit members as of December 20, 2013, with more than 1040 hours will be grandfathered and the sick leave balance will be frozen at their current total sick leave balance for purposes of calculating pay out upon separation from County employment; however these employees shall be able to continue to accrue sick leave for use during their tenure above the grandfathered pay-out amount.

Article 7 Work Assignments

Section 1. Annual Road Patrol Bid. Deputies assigned to Patrol and Courthouse Security positions shall be assigned annually to their respective shifts on a bid basis in accordance with seniority. Bidding for shift and days off, and courthouse location if applicable shall occur annually on the first Wednesday of November of each year. Probationary Officers shall have no seniority and may be assigned to Patrol or Courthouse Security at the discretion of the Sheriff or his designee.

There shall be at least one FTO position and at least one ERT position on each road patrol shift up for bid.

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, and S.O.R.E., 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).
 4. If they have an overall rating of needs improvement on either of their last two employment evaluations.
 5. If they have less than two years of road experience.
 6. If they do not possess the required entry qualifications for the position.

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, a list of the remaining bidders shall be forwarded to the Sheriff. The Sheriff shall determine which bidder is the most qualified. However if the Sheriff determines that all qualifications are equal, the position will be given to the most 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 Deputy;
2. Deputies assigned to the Community Resource Unit;
3. Drug Task Force Deputy;
4. Public Information Officer/Deputy;
5. Executive Officer/Deputy;
6. DEA Task Force Deputy;
7. K-9 Deputies;
8. HIDTA Deputy; and
9. FBI Officer Task Force Deputy

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 a bargaining unit member is no longer working in the position and the Sheriff intends to fill the position. Any vacant positions must be filed within 30 calendar 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 position 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.

Section 5. Departmental Transfers. Bargaining unit members may be transferred by the Sheriff either temporarily or for the duration of an annual bid period to another shift or station. Departmental transfers shall be at the discretion of the Sheriff as a management right, giving due consideration to an affected bargaining unit member's personal circumstances, provided that if a bargaining unit member is involuntarily transferred and his or her hours of work are changed (i.e. days to nights), the transferred individual shall be given at least three (3) calendar days' notice of such change unless the transfer is made in response to an emergency.

Section 6. Courthouse Security. Vacancies or new positions in Courthouse Security assignments, not filled through the bid process as set out in Section 1 of this Article shall be filled at the Sheriff's discretion.

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

The assessment center shall consist of situational exercises designed to determine that a candidate possesses skills in supervision, spoken

communications, planning, organization, control, organizational integrity, and interpersonal sensitivity. The assessment center shall be conducted by a board consisting of:

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 ten percent (10%) shall be based on the candidate's past evaluations and work record utilizing the best three (3) of the candidate's last five (5) evaluations.

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 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 fourteen (14) calendar days after the completion of the last portion of the testing procedure. Promotions shall be made by the Sheriff from the appropriate eligibility list in accordance with the candidates' position thereon, with the first person on the eligibility list promoted first. A Deputy may be passed over for promotion for sufficient cause, in which case each candidate passed over shall be advised, in writing, of the reasons for being passed over, with a copy sent to the Lodge.

Upon a candidate's request, the Sheriff shall provide a breakdown of his or her scores.

Section 4. Testing Procedure. After a testing procedure is completed, the eligibility list shall remain in effect for two years from the date it is published department-wide via department email or until it is exhausted, whichever occurs first. If the list is exhausted before the expiration of the two year period, the Department shall conduct another promotional process within ninety (90) calendar days of the date of the list's exhaustion. Eligible members shall be notified of the testing process by department email at least seventy-five (75) calendar days prior to the new test date. A Deputy who declines a promotion will lose his or her place on the eligibility list and will not be considered further for promotion unless he or she regains a place on the next eligibility list.

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 quarterly, 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 recommend all training information that it determines can be of benefit to members of the department. Additionally, all bargaining unit members shall provide the Training Committee with a copy of all training information they receive. At least monthly, the Employer shall post in a folder on a county computer website or computer system, in a location accessible to all bargaining unit members, notices of any training that has been approved and is available to bargaining unit members. 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. During an investigation, an employee may be suspended with pay pending the results of the investigation for up to seventy-five (75) calendar days. If for some unforeseen reason the investigation needs to exceed seventy-five (75) calendar the Sheriff will provide written notification to the bargaining unit member, including an explanation for the extension and the detailed reasons why the Department has not completed its investigation within the prescribed time limits.

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 designee prior to the investigation. Absent unusual circumstances, the investigation shall be completed within thirty (30) calendar 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 seven (7) calendar days 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 fourteen (14) calendar 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, including a complete copy of any written complaint with names redacted 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 stenographically 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. 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. No bargaining unit member shall be required to submit to a polygraph examination unless the complaining witness or witnesses have submitted to the same test or analysis. However, if both the accused and the complaining witness are employees of the County, both may be required to submit to the polygraph examination as a condition of employment. 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, and it is agreed that polygraph examination results cannot be used for any criminal investigation purposes. Bargaining unit members will be required to sign a release of liability against the person(s) conducting or involved with the application, administration or interpretation of the examination or analysis in a form mutually agreeable between the Union and the County. The results of a bargaining unit member's test shall be made available to the employee and shall not be the sole basis for discipline or admissible before the Merit System Commission or arbitrator.

The polygraph examination must be performed by an examiner that meets applicable professional standards and has conducted examinations for a minimum of five years.

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 sixty (60) calendar days from the date the investigation starts. Upon completing the investigation, the employee will be notified of the results within fourteen (14) calendar 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 seventy-two (72) hours of the incident.
- D. Immediately following the shooting, bargaining unit members will be ordered to provide answers to the following public safety questions to provide information necessary to complete the investigation:
 - i. Are you injured?
 - ii. If you know of anyone who was injured, what is his or her

- location?
- iii. In what direction did you fire your weapon(s)?
- iv. Are there any suspects at large, what are their descriptions?
 - v. What was the suspects' direction of travel?
 - vi. How long ago did the suspects flee?
 - vii. For what crimes are suspected wanted?
- viii. With what weapons are the suspects armed?
- ix. Does any evidence need to be preserved?
 - x. Where is the evidence located?
 - xi. Did you observe any witnesses?
 - xii. Where are they?

Besides the answers to these questions, no other questioning shall be performed at the scene.

- E. 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.
- F. 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.
- G. 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.

- H. 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) calendar 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) calendar 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 five (5) days or more 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 grievances at the initial 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 on a Grievance Report Form, which shall be maintained throughout the grievance process, to the bargaining unit member's division commander/Captain within fourteen (14) calendar 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 fourteen (14) calendar 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 fourteen (14) calendar days of the decision in Step 2, or the grievance shall be dropped. The Under Sheriff's decision shall be made in writing within fourteen (14) calendar 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 fourteen (14) calendar days of the decision of the

Under Sheriff or the grievance shall be dropped. The Sheriff's decision shall be made in writing within fourteen (14) calendar 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 five (5) days or more, demotion or discharge for just cause, 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 withdraw their Merit Commission appeal. Grievances regarding the interpretation or application of this Agreement and disciplinary grievances involving suspensions of 4 described in this paragraph 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 twenty-one (21) calendar 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 twenty-one (21) calendar days, the grievance shall be deemed abandoned.

(2) Within twenty-one (21) calendar 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 American Arbitration Association (AAA), 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 twenty-one (21) calendar 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 twenty-one (21) calendar days of the arbitrator's decision and must specify the facts and evidence which support such modification. The final written decision of the Sheriff shall be subject to judicial review in the 16th 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 16th 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) calendar days 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 is vested in the County retirement system and 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, shall qualify for an disability pension in accordance with the County retirement system and such disability pension shall not be offset by any benefits the employee receives through workers compensation provided under state law.

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 shall be required to qualify each calendar year according to Missouri POST requirements 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), Emergency First Aid, and trauma care, according to the standards and guidelines established for 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 schedule 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. For maternity/paternity leave as provided for in the Personnel Rules 9.21, the employee shall be entitled to up to twelve weeks medical leave for a

qualifying event; however, all medical leave shall be pursuant to Section 9.21 (I) of the Personnel Rules and Section (J) shall not apply. For employees whom are qualified for FMLA leave for the birth of a child or placement of a child for adoption or foster care no additional paid leave shall be granted and the employee shall use their own sick, vacation, or comp time balances.

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) calendar 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. The rate of such pay shall be calculated as follows: the bargaining unit member shall receive 66 2/3% of the member's base pay as the temporary total disability payment required by section 287.170(4), RSMo. In addition, the member will receive the remaining 33 1/3% of the member's base pay as a supplement. This supplement payment shall be subject to normal withholding of taxes and other customary payroll deductions. 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) calendar 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.

Article 18 Compensation

Section 1. Effective January 1, 2018, the wage scale found in Appendix A shall be implemented. Bargaining unit members shall be placed in the appropriate classification on the wage scale for which they meet the requirements of the step. Under no circumstances shall the member's placement within the wage scale in accordance with this Section result in a wage decrease for the individual member. The wage scale shall remain in effect for the duration of this agreement and members shall advance from step to step in accordance with the requirements for each classification advancement as described in Appendix A subject to available County revenues and annual adopted budget appropriations.

The advancements in classifications for members shall be conditional upon a merit or cost of living funding allocation for all county employees being adopted in the

annual adopted budget. If a merit or cost of living increase is funded in the annual adopted budget, members will not receive a merit increase or cost of living adjustment; but instead those funds will be used for the advancement of eligible members through the classifications outlined in Appendix A. All advancements to classifications will be coordinated with the implementation of the merit or cost of living increase for all other county employees on anniversary date of the employee.

In the event no merit pool or cost of living funding pool is included in the annual adopted budget, no advancements will be implemented for that year. In the event subsequent merit pool or cost of living funding pools are included in the adopted budget in future years, members will be advanced to the proper classification however no retroactive pay will be due employees for past years.

Section 2. 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 work 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 3. FTO/FTS PAY. Members serving as a Field Training Officer or Field Training Sergeants shall receive an additional two dollars (\$2.00) 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 leave, vacation, compensation, other paid or unpaid leave. FTO/FTS designation and assignment shall be at the discretion of the Sheriff. FTOs shall be provided with a mutually agreed upon uniform designation that shall be displayed

Secondary special assignment duty will be limited generally for FTO and FTS unless permitted by the Sheriff.

Section 4. Shift Differential. A differential of an additional seventy five cents (\$0.75) per hour shall apply to all bargaining unit members who are regularly scheduled

to work between the hours of 6:00 p.m. and 6:00 a.m.

Section 5. Bi-Lingual Pay. Bargaining unit members, who are conversationally fluent in Spanish or are proficient in using American Sign Language, shall receive \$75.00 per month. Bargaining unit members, who are conversationally fluent and able to read and write in Spanish shall receive \$100.00 per month. To receive Bi-lingual Pay, bargaining unit members shall be required to pass an annual test demonstrating the required proficiency. The cost of such tests shall be borne by the County. The County may waive the annual testing requirement if it believes that the bargaining unit members have sufficiently demonstrated the required proficiency through their prior performance.

Section 6. Educational Incentive Pay. Bargaining unit members who have obtained an associate's degree shall receive \$50.00 per month. Bargaining unit members who have obtained a bachelor's degree shall receive \$100.00 per month. Bargaining unit members who have obtained a master's or doctorate degree shall receive \$150.00 per month. If a bargaining unit member has multiple degrees the member shall only receive pay for the one degree that is highest.

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. Once a Grievance has been filed, designated Lodge attorneys may be present at any stage of the Grievance process.

Article 21 Equipment

Section 1. Furnished Equipment. The County shall furnish all bargaining unit members with the following equipment and apparel:

1. 2 TDU Short sleeve
2. 2 TDU Long sleeve
3. 2 TDU Pants
4. 2 Long sleeve Class A-B Shirts
5. 2 Short sleeve Class A-B Shirts
6. 2 Green Class A-B Pants
7. 1 Brass Name Tag
8. 1 Collar Brass Set
9. 1 Whistle and Chain
10. 1 Black Tie
11. 1 Tie Pin
12. Appropriate Rain Gear for Position Assignment
13. 1 Approved Winter Coat
14. 1 Basketweave Pants Belt
15. 1 Basketweave Duty Belt
16. 1 Approved Duty Holster
17. 1 Basketweave Dual Magazine case
18. 2 Basketweave Handcuff case
19. 1 Basketweave Taser Holster
20. 1 Basketweave O/C Spray Holster
21. 1 Basketweave Flashlight Holster
22. 4 Basketweave Belt Keepers
23. 2 Approved Handcuffs
24. 1 Approved Leg Shackles
25. 1 Belly Chain
26. 1 O/C Spray
27. 1 Approved Baton
28. 1 Approved Small Duty Flashlight

Section 2. Replacements. The County shall pay for the replacement of all currently approved Department issued items or equipment, when they are worn out or are

no longer serviceable. The employee will be required to surrender the item to be replaced to the Sheriff's Office unless the employee originally purchased the item which they may retain at their discretion. All uniforms, equipment, or other items that are purchased and issued by the Sheriff's Office will be surrendered prior to replacement.

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. 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 causes 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. If the employee opts to access inoculation or immunization through their own personal doctor, the County shall not be responsible for the co-pay.

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, 2020. Either party desiring to negotiate any modifications to this Memorandum shall give notice of the same on or before March 1, 2020. 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:

Jay Haden, Senior Deputy County Counselor

Jackson County, Missouri Sheriff's Department

By: Mike Sharp
Mike Sharp, Sheriff

Date: 1/2/18

By: _____
Frank White Jr., County Executive

Date: _____

Fraternal Order of Police, Lodge No. 50

By: _____
President

Date: _____

By: _____
Chairman Chapter 3

Date: _____

SHERIFF'S OFFICE SWORN PERSONNEL - JANUARY 1, 2018 PAY SCALE

Final

TITLE	GRADE	Range		HOURLY RATE	MONTHLY SALARY	ANNUAL SALARY	QUALIFICATIONS
		Status	Yrs				
Deputy 1	SP3	1-3 yrs		\$19.50	\$3,380.00	\$40,560.00	Must have High School diploma/GED, Bachelor's degree preferred, be 21 years of age, and vision correctable to 20/20. Must be Missouri Class A Post Certified within one year of hire. Probationary period is one (1) year from completion of Field Training Officer (FTO) program.
Deputy 2	SP4	4-6 yrs		\$21.87	\$3,790.80	\$45,489.60	Member shall move to Deputy 2 after 3 years of service as Deputy 1 with satisfactory performance evaluations. Four year anniversary. Lateral Hire Guideline - at least four years experience as full-time law enforcement officer with an agency having 35 or more full-time sworn law enforcement officers.
Deputy 3	SP5	6-8 yrs		\$24.25	\$4,203.33	\$50,440.00	Member shall move to Deputy 3 after two years of service as Deputy 2 with satisfactory performance evaluations. Six year anniversary. Lateral Hire Guideline - at least six years experience as full-time law enforcement officer with an agency having 35 or more full-time sworn law enforcement officers.
Deputy 4	SP6	8-10 yrs		\$26.65	\$4,619.33	\$55,432.00	Member shall move to Deputy 4 after two years of service as Deputy 3 with satisfactory performance evaluations. Eight year anniversary.
Deputy 5	SP7	10+ yrs		\$29.03	\$5,031.87	\$60,382.40	Member shall move to Deputy 5 after two years of service as Deputy 4 with satisfactory performance evaluations. Ten year anniversary
Sergeant 1	SP8	Promotion 1 2 yrs		\$30.23	\$5,239.87	\$62,878.40	Member successfully promoted to the rank of Sergeant.
Sergeant 2	SP9	3-5 yrs in grade		\$33.81	\$5,860.40	\$70,324.80	Member shall move to Sergeant 2 after three years as Sergeant 1 with satisfactory performance evaluations. Three year anniversary
Sergeant 3	SP10	6-9 yrs in grade		\$36.21	\$6,276.40	\$75,316.80	Member shall move to Sergeant 3 after three years as Sergeant 2 with satisfactory performance evaluations. Six year Anniversary
Sergeant 4	SP11	10+ yrs		\$38.59	\$6,688.93	\$80,267.20	Member shall move to Sergeant 4 after three years as Sergeant 3 with satisfactory performance evaluations. Ten year anniversary

REQUEST FOR LEGISLATIVE ACTION

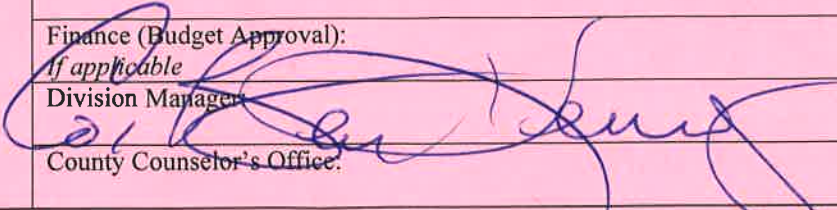
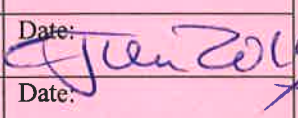
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19686

Sponsor(s): Dan Tarwater III

Date: Jan. 8, 2018

SUBJECT	<p>Action Requested: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the County Executive and the Jackson County Sheriff to execute and Agreement with the West Central Missouri Regional Lodge #50, of the Fraternal Order of Police regarding the terms and conditions of employment of the members of it's bargaining unit within the Sheriff's Office.</p>												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$N/A</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM:</td> <td>FROM ACCT \$</td> </tr> <tr> <td>TO:</td> <td>TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$ Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$N/A	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM:	FROM ACCT \$	TO:	TO ACCT
Amount authorized by this legislation this fiscal year:	\$0.00												
Amount previously authorized this fiscal year:	\$N/A												
Total amount authorized after this legislative action:	\$0.00												
Amount budgeted for this item * (including transfers):	\$												
Source of funding (name of fund) and account code number; FROM:	FROM ACCT \$												
TO:	TO ACCT												
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 18341 December 2 nd , 2013												
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Sgt. Doug Blodgett Vice President WCMR #50, FOP: 816-524-4302 x 72240												
REQUEST SUMMARY	As part of the negotiated agreement, the Sheriff and County Executive request approval to sign the Collective Bargaining Agreement as proposed. The term of this Memorandum is January 1, 2018 through December 31, 2020.												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
ATTACHMENTS	Memorandum of Understanding between Jackson County, Missouri and the Western Missouri Regional Lodge #50, of the Fraternal Order of Police. Attachment #1 (pay scale)												
REVIEW	Department Director: _____ Date: _____												

Finance (Budget Approval): <i>if applicable</i>		Date:
Division Manager:		Date: 
County Counselor's Office:		Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # 5061
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold closed meetings on Monday, January 8, 2018, and on Tuesday January 16, 2018 for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meetings.

RESOLUTION NO. 19687, January 8, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold closed meetings on Monday, January 8, 2018, during the regularly scheduled meeting of the Legislature and on Tuesday January 16, 2018, at 11:00 a.m.; and,

WHEREAS, public notice of such closed meetings has been given by inclusion of this Resolution on the published agenda for the regular meeting at January 8, 2018; and,

WHEREAS, the purpose of such closed meetings is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, litigation, and/or the hiring, firing, disciplining, or promoting of particular employees; and,

WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold closed meetings during the regularly scheduled meeting of the Legislature on Monday, January 8, 2018, and on Tuesday, January 16, 2018, at 11:00 a.m., pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19687 of January 8, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature