

A G R E E M E N T

Between

**CITY OF POPLAR BLUFF – POLICE DEPARTMENT
(EMPLOYER)**



And

IBEW - LOCAL 702



POLICE OFFICERS GROUP

Effective

March 17th, 2020 THROUGH DECEMBER 31st, 2020

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ARTICLE I

Recognition

The governing body of the City of Poplar Bluff, hereinafter referred to as "the City," pursuant to Public Case No. R 2019-014 for the State Board of Mediation in the State of Missouri, hereby recognizes the International Brotherhood of Electrical Workers, Local Union No. 702, hereinafter referred to as the "Union", as the Bargaining Unit representative for the employees of the Police Department, commonly classified as All Commissioned Law Enforcement Officers, including Sergeants, Corporals, Patrol Officers, Detectives, and School Resource Officers, excluding the following classifications: Police Chief, Deputy Police Chief, Captain, Lieutenant, Animal Control, Code Enforcement, Clerks, and any other department heads and other employees engaged in supervisory positions.

ARTICLE II

Appendixes and Amendments

Section 1. All appendixes and amendments to this Agreement shall be ratified in a manner consistent with the ratification of this Agreement.

Section 2. All appendixes and amendments to this Agreement shall be numbered or lettered, dated and signed by authorized officials of the City and the Union.

ARTICLE III

Agreement Binding on Successors

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any way whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE IV

Savings Clause

If any provision of this Agreement, or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Additionally, as the Poplar Bluff Police Department is currently accredited, it is the intent, understanding, and agreement between the Parties that this Agreement shall be in compliance with all Commission for Accreditation of Law Enforcement Agencies (CALEA) Standards. The City agrees that no Ordinance or Policy will be created or modified to circumvent the terms and conditions contained in this Agreement, but may, from time to time, be required to amend current or initiate new Ordinances or Policies to assure the continued, orderly operation of the Department, or to remain in compliance with CALEA Standards. In these instances, the Union will be notified in a timely manner of any such amendments or changes, and – if such action negatively impacts any or all employees covered by this Agreement – be given an opportunity to bargain over the impact of such.

ARTICLE V

Management Rights

Section 1. Management officials retain the full and unrestricted rights to the following provided they do not conflict with or violate any of the terms of this agreement.

- A. To direct the operation of and manage all manpower, facilities and equipment. To determine the purpose of the department. To determine methods, means and number of personnel needed to carry out the department's mission, including the determination of number of employees and the promotion, classification, demotion, discipline, transfer or release of said employees.
- B. To establish functions and programs. To set and amend budgets. To determine the utilization of technology including the introduction of new or improved methods or facilities or the changing of existing methods or facilities.

Section 2. If in the sole discretion of the City it is determined that civil emergency conditions exist including but not limited to riots, civil disorders, tornadoes or other similar catastrophes, any provisions of this agreement, deemed necessary by management, may be suspended by the City during the time of the declared emergency provided that wage rates and other direct monetary payments shall not be suspended.

ARTICLE VI

Corrective Actions

Section 1. It is the policy of this department to impose disciplinary action fairly and impartially. Discipline is a process of imposing formal sanctions which will help train or develop an employee; preferably through constructive rather than punitive measures. Departmental discipline involves reward of employees, training, counseling and, as a last resort, punishment.

Section 2. It is understood that violations of this Agreement, City Ordinance, Departmental Policy, or CALEA Standard, or any portion thereof, may result in disciplinary action as described in the City of Poplar Bluff's Personnel Rules, or the Poplar Bluff Police Department's Rules and Regulations and General Orders. Members of the Poplar Bluff Police Department while assigned to or assisting other agencies shall at all times comply with this policy.

Section 3. Except for gross breaches of discipline or moral turpitude, supervisors shall begin employee discipline with the least punitive measure available. If such measures are ineffective, then increasingly severe punitive measures may be required. While this process may be time consuming, it is important that each employee be dealt with in an evenhanded and just manner, and that positive, constructive measures to change behavior or performance precede the imposition of more severe sanctions.

The department abides by the philosophy that discipline must be applied consistently, evenhandedly and uniformly.

In determining the appropriate level of disciplinary action for any given violation, the following factors will be considered:

- a. Severity of the violation itself;
- b. The employee's past performance and work history; and
- c. Any actions previously taken by the department in similar circumstances.

The department prefers to employ progressive discipline, but may opt to utilize a higher level of discipline if it is determined the seriousness of the violation so warrants. Repeated similar violations may result in the use of a higher level of discipline, even though a lone occurrence of the violation would not typically warrant the use of such higher level of discipline.

In accordance with applicable CALEA Standards, an employee may be relieved from duty whenever a supervisor, including the chief of police, commander, captain, lieutenant, sergeant, corporal, or officer in charge, has reason to believe the employee is physically or psychological unfit for duty. Whenever an employee is relieved from duty, an internal affairs investigation may follow.

The following penalties are available in conformance with the City's disciplinary policy:

1. Counseling;
2. Verbal reprimand;
3. Written reprimand;
4. Demotion or suspension without pay; or
5. Termination from employment.

ARTICLE VII

Internal Affairs

Section 1. The department's image and reputation depend on the personal integrity and discipline of all departmental employees. To a large degree, the public image of the department is determined by a professional response to allegations of misconduct against its employees. The department must competently and impartially investigate all allegations of misfeasance, malfeasance, nonfeasance by employees and complaints bearing on the department's response to community needs. The department recognizes that its personnel are often subject to intense pressures in the discharge of their duties. The employee must remain neutral under circumstances that are likely to generate tension, excitement, and emotion. In these situations, actions and events frequently result in misunderstanding and confusion. It is to the advantage of all employees to have a procedure for the investigation of the allegations and underlying circumstances so that complaints can be resolved in light of the complicated pressures of law-enforcement work.

Section 2. The City of Poplar Bluff Police Department has implemented and utilizes an Internal Affairs investigative approach to all applicable matters, and such investigations are carried out through the current CALEA Standards. For more information or a detailed explanation of the current procedures contained in the Internal Affairs realm, please consult the Department's policy on such, which, as a minimum, reflects the CALEA Standards requirements.

ARTICLE VIII

Grievance Procedure

Section 1. It is the mutual goal of the City and the Union to provide fair, equitable, and clearly defined means for the resolution of grievances, to ensure employees and their supervisors are accorded reasonable opportunity to present the facts bearing on a grievance, and to guarantee the opportunity to exercise the rights set forth in this Agreement. Every employee has the right to fair treatment in all matters arising from employment and to this end each employee has the right to be heard whenever he or she alleges mistreatment. A grievance process that affords employees the opportunity to air a complaint helps reduce dissatisfaction, identify organizational problems, and increase morale.

The purpose of this Article is to establish grievance procedures for departmental employees to resolve disputes or complaints concerning the terms or conditions of employment.

A "workday", as used in this policy, is defined as Monday through Friday, 8:00 a.m. to 4:00 p.m.

Chain of Command, and Command Structure is defined as the succession in rank from one supervisory position to another within the City of Poplar Bluff Police Department.

Section 2.

A. Nature of the grievance

The department's IDC (inter departmental correspondence) should be used by any employee wishing to file a complaint within the guidelines of this policy. An employee's grievance should include the following:

1. Specifically, factually, and clearly detail the allegation.
2. State the relief sought that is within the department's power to grant.

B. First step

- a. The employee shall identify the grievance in writing on a form mutually agreeable to the City and the Union and orally, with the presence of a Union Steward or Representative if desired, to the appropriate individual identified in the Organizational Chart, identified as APPENDIX B attached to this Agreement, within forty-eight (48) hours after the event or action (or knowledge of the event or action) that is the basis for the grievance. If the properly-identified individual is unavailable due to vacation, sickness, or other reasons, the matter shall be taken up at the next level. A grievance against the immediate supervisor may be initiated with the next-level supervisor. A grievance against the Chief of Police shall be submitted directly to the office of Deputy Chief who shall forward the written grievance to the City Manager.
- b. The supervisor shall give a written response to the employee within five (5) work days following the meeting, in an effort to resolve the matter.
- c. If a resolution is not reached at this point, the employee shall submit the grievance in writing to the next level supervisor outlining the information listed under A above within five (5) work days after receipt of the previous written response.
- d. As before, the supervisor shall give the employee a written response within five (5) workdays of receipt of the employee's memorandum in an effort to resolve the matter.
- e. By following the normal command structure, an opportunity will be given to each level of supervision, up to and including the Chief of Police to attempt to resolve the matter. (The Chief of Police shall have seven (7) working days from the date of receipt to respond in writing to the employee).

C. Second step

- a. If the employee cannot achieve resolution of the grievance during the first management step, then the employee should appeal the Police Chief's decision and forward all written documentation concerning the grievance to the office of the City Manager and the Union Business Representative with a written explanation of his/her dissatisfaction. The grievance must be submitted to the City Manager within five (5) workdays following receipt of the Chief's reply.
- b. Within ten (10) workdays after receipt of the appeal, the City Manager will meet with the aggrieved employee and the Union representative if the aggrieved employee so chooses, as long as scheduling allows. Within ten (10) work days after this meeting, the City Manager shall give their written decision to the grievance.

D. Third Step

If not settled in the Second Step, the Union and the City shall designate a representative and the two (2) so designated shall select a third person to meet as an arbitration board. Said arbitration board shall be established within ten (10) work days. This board shall hear the evidence and submit their decision to the City Manager. Each party shall bear the expense of its own arbitrator and witnesses. Expenses of the third arbitrator will be shared by the City and the Union.

Nothing herein contained shall be so construed as to constitute "binding arbitration."

Section 3. There shall be no suspension of work or slow down by employees, nor any lockout by the City, during any of the above procedures.

Section 4. When the City discharges an employee, such discharge shall not be final until the first two (2) steps of the grievance procedure have been completed. Then, if the employee is reinstated because of a wrongful discharge, he/she shall immediately return to work and receive back pay from the time of discharge.

ARTICLE IX

General Provisions

Section 1. It shall be the general guideline that the Parties will communicate all business-related information via email.

Additionally, reasonable space shall be provided on a bulletin board for the posting of Union notices. Union notices are to be interpreted as messages from Union Stewards and officials to Union members.

Section 2. Consideration of race, sex, political or religious opinions, or practice as a test for employment or promotion in any position of the City shall not be exercised. Membership in any club or organization shall not be required of any employee. Any work activity of any employee during off hours which adversely affects their ability to perform properly in their work while on duty will only be permitted with the prior approval of the Police Chief.

Section 3. An emergency is defined to mean any unforeseen, unscheduled or otherwise unavoidable condition which arises that endangers continuity of service, protection of equipment or personnel.

Such emergency is to last only as long as necessary to revert to normal procedures and schedules.

Section 4. To leave the employment of the City with good standing, an employee must give two (2) weeks' notice. The City will give two (2) weeks' notice to any regular employee before laying off due to reduction in force or elimination of job classification.

Section 5. Changes in any City rules and general instructions will be emailed to all employees in addition to being posted on an official bulletin board and will be signed by proper authority.

ARTICLE X

Patrol

Section 1. The Parties to this Agreement recognize that employees on Patrol are generally recognized most often as the face of the Department to the City's citizens. For many in the public, interaction with employees in Patrol may be the only experience they have with the Department. Accordingly, it behooves the City to attract, recruit, and retain the best and brightest individuals possible to serve in this manner.

Section 2. Patrol is the primary activity of law enforcement that includes much more than driving through neighborhoods looking for evidence of lawbreaking. The department expects officers to conduct patrol vigorously to enforce traffic and criminal laws, answer complaints, conduct investigations, promote community-relations activities, transport prisoners, and prevent crime.

Section 3. The purposes, direction, responsibilities, and overall daily activities of Patrol are to always remain in compliance of the current, applicable CALEA Standards. The Department continually monitors the amendment of new CALEA Standards, or the development of new ones, and creates or amends Policy to remain in compliance with such. For a more detailed explanation of any and all Department operations with regard to Patrol, please refer to the Department's applicable policy.

Section 4. The department provides 24-hour coverage, seven days per week, in answering calls for service, emergencies, preventive patrol, and traffic enforcement.

There are two shifts within the Patrol Division: A Lieutenant and a varied combination of Sergeants and Corporals generally lead each Patrol shift. As long as it remains financially feasible and operationally practical, each shift will be twelve (12) hours in duration and days off are set for each shift; see Attachments A & B. The Union will be notified of any changes to the 12-hour shift schedules prior to implementation.

The City is separated into geographical areas called "Zones." There are four (4) designated zones within the City. Zone assignments are at the discretion of the officer in charge to ensure coverage, accountability and achieve organizational goals and objectives.

ARTICLE XI

Body-Worn Cameras

It is the intent of this Agreement and a mandate from the Poplar Bluff Police Department that officers shall activate the body-worn camera when such use is appropriate to the proper performance of his or her official duties, where the recordings are consistent with this policy. This Article does not govern the use of surreptitious recording devices used in undercover operations.

As with other certain provisions of this Agreement, the usage and procedures of body-worn cameras shall, at a minimum, be in the compliance with CALEA Standards, but may have stricter and/or additional guidelines addressing their usage.

ARTICLE XII

Residency Requirements

Section 1. As of August 7th, 2017, all present employees living outside the present City limits shall be allowed residency outside the City limits. If employees presently living outside the City limits moves, they must move within the boundaries of Butler County.

Section 2. All present and future employees shall have telephone service at their place of residence or cellular service. Unlisted phones will be permitted, providing that the unlisted phone number be made available to Police Department administration (which includes Dispatch), the Human Resources Manager, and the City Manager. Any changes in an employee's contact information shall be forwarded to the appropriate City personnel.

Section 3. Any employee violating the residency requirement regulations may be suspended, demoted, or dismissed by the City Manager.

ARTICLE XIII

Vacancies

Section 1. As vacancies and new positions occur in the department, notices will be posted with the job description for minimum of five (5) workdays prior to filling so that any employee may request a promotion or transfer to such vacancy or new position. Such requests must be made in writing to the supervisor. Any employee who changes to any position covered by this agreement shall retain full seniority.

Section 2. Any employee covered by this bargaining agreement may make application for the vacant position. In filling the position, when no applications are obtained from the department, the City will give job preference to the City employees, if factors including experience, job knowledge and education are equal.

Section 3. When a job is filled under the provisions of this Article, the job award shall be posted or emailed within two (2) workdays following the actual job award.

ARTICLE XIV

New Employees

Section 1. New employees shall be considered as probationary employees for the first year of employment, during which time he/she may be terminated without recourse by the Union. The City agrees that all other conditions of employment included in this ordinance shall be granted to the probationary employee.

Section 2. The City and/or Steward agrees to notify the Union Business Representative of all new employees hired in the classifications stated herein at least ten (10) days within the date of hire. Specific provisions for temporary personnel will be understood between the City and the Union before the date of hire. Under normal circumstances, part-time or temporary employees will not be covered under any of the provisions of this agreement, however exceptions may be made by mutual agreement between the City and the Union.

ARTICLE XV

Promotions

Section 1. It is this goal of this Agreement and also the Police Department's policy to utilize a promotion process that will select the best candidate for the position through a promotional process that is fair, equitable and meets professional and legal requirements. Procedures will be in compliance with all CALEA Standards, and shall be non-discriminating by assuring that eligible minorities and women are included in the promotion process.

Section 2. The purpose of this Section is to establish guidelines for employee promotions.

Section 3. Procedures

A. Role in Promotion Process – Chief of Police

1. The Chief of Police, through his/her designee, will have an active role in development of the criteria used in the promotional process. The Chief of Police will have primary responsibility for the following:
 - a. Posting and distribution of announcement of the promotional process to include;
 - i. A description of the position.
 - ii. Duties and responsibilities.
 - iii. Skills and knowledge.
 - iv. The abilities required.
 - v. Estimated duration of promotional process.
 - vi. Format, length and estimated duration of the written examination, if applicable.
 - vii. A summary of the roles of the interviews.
 - viii. Cut-off scores on any of the promotional tests, if applicable.
 - ix. The numerical weight assigned to each element of the process, if applicable.
 - b. Establishing an interview board and scheduling interviews for applicants who pass pre-requisite requirements;

- c. The final decision to promote a candidate is the discretion of the Chief of Police.
- d. The Chief of Police shall ensure that any employee, upon receiving a promotion or a new assignment, attend relevant training as soon as practicable.

B. Promotional Requirements for Uniformed Officers

1. Requirements for Corporal

To be eligible for participation in testing for promotion to the rank of Corporal, applicants must have:

- A. Five (5) years' experience as a sworn police officer with full arrest powers;
- B. Two (2) previous years as a sworn police officer with full arrest powers with the Poplar Bluff Police Department.

2. Requirements for Sergeant

To be eligible for participation in testing for promotion to the rank of Sergeant, applicants must have:

- A. Three (3) years' experience as a sworn police officer with the Poplar Bluff Police Department.
- B. Having held the rank of Corporal, or Detective.

3. Requirements for Patrol Lieutenant

To be eligible for participation in testing for promotion to the rank of Patrol Lieutenant, applicants must have:

- A. Five (5) years' experience as a sworn police officer with the Poplar Bluff Police Department.
- B. Currently holds, or has previously held the rank of Sergeant (in good standing) with this department, within the past five (5) years.

C. Promotion Requirements for Plain Clothes Officers

1. Requirements for Detective

To be eligible for participation in testing for promotion to Detective, applicants must have:

- A. Five (5) years' experience as a sworn police officer with full arrest powers;
- B. Two (2) previous years' experience as a sworn police officer with full arrest powers with the Poplar Bluff Police Department.
- C. Specialized training in investigative techniques provide preferential consideration.
- D. Detective / Patrolman Position Parity: The City agrees to staff seven (7) full-time Detective positions which are equal in salary to their Patrol Sergeant counterparts, as outlined in the wage schedule in Article IV. Assignments to the Investigations Division will be based on the needs of the Department and the ability and qualifications of the person selected for assignment / reassignment. Additional assignments to the Criminal Investigations Division may be made on an interim basis for the purpose of alleviating manpower shortages or training without adjustments to rank and / or pay.

2. Requirements for Criminal Investigation Division (CID) Lieutenant

To be eligible for participation in testing for promotion to the rank of CID Lieutenant, applicants must have:

- A. 5 years' experience as a sworn police officer with the Poplar Bluff Police Department.
- B. Currently holds the rank of Detective, or previously held the rank of Sergeant (in good standing) with this department, within the past five (5) years.

3. Requirements for Criminal Investigation Division (CID) Captain

To be eligible for participation in testing for promotion to the rank of CID Captain, applicants must have:

- A. 5 years' experience as a sworn police officer with the Poplar Bluff Police Department.
- B. Currently holds the rank of Lieutenant, or previously held the rank of Lieutenant (in good standing) with this department, within the past five (5) years.

4. Requirements for Captain or Deputy Chief of Police

To be eligible for promotion to the rank of Captain or Deputy Chief of Police, applicants must have:

Six (6) years of experience as a sworn officer/peace officer, at least three (3) years of which involved supervision of sworn subordinate staff with supervisory or lead officer responsibilities.

5. Submission of application & resume

- A. Employees wishing to be eligible for promotional testing will first complete an interdepartmental memorandum of their intent to test along with any special qualifications and supporting documents to the Chief of Police via the chain of command no later than the date listed on the promotion announcement.
 - i. Upon receipt, the submitted paperwork will be used to check the eligibility of the candidate to ensure that the candidate meets minimum requirements for the position.
- B. No employee shall be deemed eligible for a promotion if their performance has been documented as unsatisfactory in any of the past three evaluations.
- C. Lateral entry is not permitted for sworn promotional positions, with the exception of Chief of Police, which may be filled by a process prescribed by the City Manager.

6. Corporal, Sergeant, and Detective Promotional Process

A. Written Test

The written test will be a Missouri Police Chiefs Association (MPCA) approved written examination. The Chief of Police will designate an employee of higher rank than the testing position to administer the exam. A score of 80% or better is required to move on to the Fitness Testing phase.

B. Fitness Test

The fitness test will be the same as administered for new patrol hires. In three (3) minutes or less, it will consist of dragging a one hundred and eighty-five pounds (185 lbs.) testing mannequin 30 feet on the Black River Coliseum (BRC) floor, ascend the stairs, complete one (1) lap around the BRC running track, and descend the stairs to the BRC gym where he/she will be required to complete one (1) fifty pound (50 lbs.) lat. pull down. The test will be a Pass/Fail. A pass is required to move on to the Interview phase.

C. Interviews

- i. The Interviews will be structured so that all candidates will be asked the same questions and scored according to objective responses. The questions will measure traits that are significant or necessary to perform the position under consideration.
- ii. The interviews may consist of a minimum of Peer & Command Staff interviewers and may include interviewers from outside the Poplar Bluff Police Department.
- iii. There will be one hundred (100) points possible per interview.

D. Personnel File Review

Each candidate will be given fifteen (15) points. Points will be deducted from the fifteen (15) points for any disciplinary action that has been filed in the candidate's personnel file which is located in the Human Resources Department. Points will be deducted as follows:

- a. Five (5) points for Written Reprimands
- b. Ten (10) points for Suspension(s) of any length
- c. Fifteen (15) points for Demotion

The candidate's personnel file will be reviewed from the last date of testing backward for two years (i.e. if test date is July 1, 2003, will look back as far as July 1, 2001).

E. Chief's Interview

The chief may, at his discretion, conduct one-on-one interviews with the candidate(s) being considered for promotion as determined by the Chief. These interviews will be conducted last and will not count in the point totals.

F. Selection & Announcement of Promotion(s)

- i. After all of the points have been totaled and interviews conducted, the candidates will be listed with the candidate with the highest score in the number one position and all others in descending order by their total score.
- ii. Once the list is established, the Chief will choose a candidate to fill the first position using the Rule of Three. The Rule of Three says the chief has the prerogative to select from the top three candidates in order to fill the position.
- iii. After the first position is filled the Rule of Three will again be used to fill the second and all subsequent open positions.
- iv. Departmental announcements concerning who is to be promoted will come from Chief of Police, or his designee.

- v. Cumulative scores in comparison with competing applicants shall be considered confidential.

7. Deputy Chief, Captain, Lieutenant and Accreditation Manager Promotion

All promotions to the position(s) Deputy Chief of Police, Captain, Lieutenant and Accreditation Manager are appointments made solely at the discretion of the Chief of Police based on the criteria he/she chooses.

8. Candidate Review of the Promotional Process

A. Members shall have the right to examine and challenge any aspect of the promotional process, **not the promotion itself**. This is accomplished via a departmental memorandum submitted up the chain of command to the Chief of Police detailing the basis for such examination and/or challenge. The right to examine and/or challenge the promotional process must be filed within seven (7) calendar days of the promotion appointment.

B. The review and appeal process may include:

- i. Reviewing the member's individual written examination, if any;
- ii. Reviewing the written results of the member's individual scored elements of the selection(s) process, if any;
- iii. Contesting promotional reports used in the selection process decision, if any; and
- iv. Re-testing and/or re-evaluation.

The policy of this Department is to prohibit re-testing on an individual basis. Re-testing shall only be done if the written test is declared invalid and another test is administered to all eligible candidates. This policy does not preclude a candidate from re-applying at the next available opening for promotion.

C. Members may appeal adverse decisions concerning their eligibility for appointment to promotional vacancies. The appeal process shall also allow members an opportunity to register any dissatisfaction with the results of specific components of the process.

D. Members may exercise their rights when appealing an adverse decision, utilizing procedures outlined in the Department Standard Operating Guideline governing "Grievances".

9. Security of Promotional Materials

All materials used during the promotional process shall be stored in each corresponding participant personnel file for a period of not less than seven (7) calendar days to allow time for any appeal to be filed. In the event of an appeal, all materials shall be stored until the appeal has been settled. These files are maintained in a locked file cabinet inside the locked office of the administrative assistant. The only access to this material is through her, the Administrative Captain or the Deputy Chief of Police.

ARTICLE XVI

Employee Transfers

Section 1. The City reserves the right to transfer personnel without regard to seniority when such transfer is necessary due to the physical condition of one (1) of the employees concerned and when such transfer has been agreed upon between the City and the Union. Nothing herein, however, shall obligate the City to create a job for such employee if the City has no vacant position that they are capable of doing.

ARTICLE XVII

Seniority and Reduction in Force

Section 1. City seniority is an employee's most recent date of employment or reemployment with the City. Seniority will not accrue during a leave of absence without pay. City seniority shall be used for matters involving length of service and benefits accrued thereof. After successful completion of the probationary period, seniority time reverts to the original (and most recent) date of employment.

Section 2. In the event that a reduction in force becomes necessary, probationary, temporary, or part-time employees shall be laid off first. Following that, consideration will be given to the quality of each employee's past performance, the needs of the service, and seniority in determining those employees to be retained.

Section 3. Employees in layoff status (other than probationary or part-time employees) shall have recall rights for a period of one (1) year and have preference to openings over new applicants. Recall will be made by certified mail to the last address in the City's records. The recall notice must be answered within five (5) calendar days of its delivery for the notice to be effective. Recall from layoff shall be in the reverse order of layoff provided that the employee remains qualified to hold the position.

ARTICLE XVIII

Retirement of Employees

Section 1. All employees shall be subject to provisions of Section 120.670 of the Code of Ordinances for the City of Poplar Bluff, Missouri, under the heading of Retirement System (Missouri Local Government Employees Retirement System) and any amendments thereto. Effective January 1, 2014, the City's benefit program shall be the LAGERS L-6 program and shall be non-contributory.

Section 2. All employees covered under this Agreement shall participate in the Policeman's and Fireman's pension plan, a defined benefit retirement plan for the employees of the Police and Fire Departments of the City of Poplar Bluff, as it existed on the effective date of this Agreement, and as it may be subsequently amended by City Ordinance. The Union shall be notified of any changes to this pension plan and shall be afforded the opportunity to bargain over any impact and effect of such changes.

ARTICLE XIX

Leave of Absence

Section 1. The Police Chief, in appropriate circumstances, may grant leaves of absence without pay for a period not to exceed two (2) weeks. If such leave of absence is requested for a longer period of time, not exceeding one (1) year, authorization from the City Manager must be secured.

Section 2. Benefits normally accruing to bargaining unit members shall not be provided by the City during the leave of absence.

Section 3. A leave of absence without pay shall not be granted in order that the bargaining unit member may accept or seek employment elsewhere.

Section 4. A bargaining unit member taking a leave of absence will return with the same seniority they had before taking the leave of absence.

ARTICLE XX

Training

It shall be the goal of the Parties to this Agreement to provide training to maintain and enhance job knowledge, skills and abilities; introduce new technologies, methods or equipment; and to ensure that all personnel remain current with new laws, policies and procedures.

Section 1. The purpose of this Article is to establish certain guidelines for career development of employees on an equitable basis, with consideration of both departmental needs and employee goals.

Section 2. It is recognized and agreed that all training, whether it be new or ongoing, shall be at least equal to the minimum amount and application contained in Department Policy, which is meant to reflect minimum Missouri Peace Officer Standards Training (MO POST) standards, but may include additional training requirements, if the City so desires.

Section 3. For reference to this specific provision of the Agreement, it is acknowledged that Department Policy spells out the following:

Procedures; Training Coordinator; Responsibilities; Attendance; Application, Attendance and Payroll Procedures for Training; Attendance at Training; Payroll Procedures; Travel Expense Reimbursement; Department Training Instructors; Training Mandated by Statute or Order; Training Mandated by Change in Status, Rank, or Assignment; Shift Briefing Training; Peace Officers Standards and Training (POST); Non-Sworn Personnel Training; Training records; Recruit Training; Accreditation Training; and Career Development.

ARTICLE XXI

Working Time

Section 1. For all regular employees of the bargaining unit, there will be established a regular work schedule setting forth normal off days for each person. For Patrol classifications, the normal work schedule currently consists of seven (7) shifts of work over the two-week period at twelve (12) hours each shift. An example of the schedules for these classifications shall be attached to this Agreement as a reference, and labeled "Attachment A" and "Attachment B". Should the City endeavor to implement a change to the twelve (12) hour shift schedules, it agrees to notify the Union and to bargain over the impact of the desired shifts.

Furthermore, the schedule / shifts depicted in Attachments A and B shall generally be adhered to, and any changes to such shall be reasonable in nature and due to the operational needs of the Department. In such cases, the City will give as much advanced notice as possible to the affected employee(s), and, if requested, shall provide an explanation to such affected employee(s) and / or the Union. Additionally, it is agreed when an employee's assigned shift schedule at the end of any given month continues into the next calendar month, the employee shall remain on the expiring month's schedule until the employee's next scheduled day off. For example, an employee is scheduled to work May 31st on the 7:00 p.m. to 7:00 a.m. shift, but according to Attachment B, they are designated to report at 7:00 a.m. for that month, and such schedule provides that they are to work June 1st as part of the regular continuous days, then the 7:00 p.m. – 7:00 a.m. shift shall be continued until the employee enjoys a day off according to the aforementioned and referenced schedule.

For other classifications, such as Detectives and School Resource Officers, they shall work a forty (40) hour work week, as scheduled in consultation with Administration, and as operations and necessity demands.

The trading of schedules, as outlined in Attachments A and B, shall be allowed by supervisory approval. Should two employees desire to swap schedules for an extended length of time, such provision may be allowed, provided a minimum of thirty (30) days' notice has been afforded, and if the two (2) affected employees and the Police Chief all agree, and the City will not incur any increased costs with such action.

The twelve (12) hour shifts are intended to compensate employees for all time worked. It is understood and agreed that employees are allowed reasonable time (up to an hour) for breaks (reasonably distributed) and meals, provided that the operations of the department are not negatively impacted by such action. It is agreed and understood that employees will carry a portable radio on their person during breaks and meal times so that they are accessible if needed.

The City agrees to try to maintain a minimum staffing of at least four (4) Patrol Officers on the street at all times.

Section 2. Overtime work will not be allowed unless requested and authorized by the employee's supervisor.

Section 3. As applicable and practical, the City will make a reasonable effort to distribute overtime equally among the employees working in the classification where such overtime is authorized and necessary.

Section 4. A minimum of two (2) hours' time will be allowed to all employees who are called back to work after having been released from their regular day's work. Time shall begin when the employee reports for work.

Section 5. At least four (4) hours work or four (4) hours regular (non-FLSA) pay shall be given to an employee who reports for regular schedule or work, unless notified not to report for work as scheduled.

Section 6. Any employee scheduled for travel and who leaves prior to work hours shall receive pay for such actual time associated with such travel. Employees shall be compensated for travel time for training.

ARTICLE XXII

Wages

Section 1. That the employees of the Police Department of the City of Poplar Bluff, Missouri, shall receive the following compensation for their services:

<u>Job Title</u>	<u>Rates of Compensation Per Hour*</u>
<u>Police Department</u>	<u>3/17/2020</u>
Sergeant / Detective – after 1 year	\$25.04
Sergeant / Detective – after 6 months	\$23.84
Sergeant / Sergeant – first 6 months	\$22.72
Corporal – after 1 year	\$22.42
Corporal – first year	\$22.15
Patrolman – after 2 years	\$21.63
Patrolman – after 18 months	\$20.60
Patrolman – after 12 months	\$19.63
Patrolman – after 6 months	\$19.14
Patrolman – first 6 months	\$18.67

**Any increase during the remainder of calendar year 2020 will be at the discretion and timing of the City Council.*

Section 2. Employees temporarily assigned to work that has a lower rate will suffer no reduction in wages.

Section 3. Wages are to be paid weekly. The pay period for each week shall be from Monday through Sunday, and paychecks for that week will be issued on Thursday, for the pay period ending the preceding Sunday at midnight.

Section 4. Employees shall not receive advance in pay and upon termination of employment they shall turn in all equipment and City-owned property and will be paid all wages due within ten (10) days. The City reserves the right to withhold appropriate sums equal to the value of unreturned equipment or items of value upon separation. For employees who choose to voluntary sever employment, their final wages will be disbursed at the next regular pay period.

Section 5. Stipends may be used to compensate for required duties substantially beyond those normally required of an employee in a particular classification.

1. An annual clothing allowance in varying amounts distributed by various means and schedules will be issued depending upon the individual employee's job classification. A detailed description is available through the Administrative Captain's office.
2. K-9 Officers gear and equipment as authorized by the Chief of Police.

Section 6. The City agrees to deduct a set amount each pay period from the wages due each employee who has given proper authorization for such deductions by means of a written authorization, which shall be in a form reasonably accepted by the City. This deduction shall be for Union dues and forwarded by the City to the Financial Secretary of IBEW Local Union No. 702 no later than the tenth (10th) of the following month. Quarterly, a one-time adjustment, as determined by the Financial Secretary of IBEW Local Union No. 702 and provided in writing to the City, of the weekly deduction shall be made to insure proper remittance to the Financial Secretary of IBEW Local Union 702.

ARTICLE XXIII

Overtime

Section 1. Employees covered by this Agreement shall be required to work overtime hours as needed or as deemed necessary for the continued operation of the Department. If it shall prove necessary for any employee to work beyond the hours established for the standard workday, the employee shall be compensated at the appropriate overtime rate for all additional time worked.

Employees shall be compensated at one and one half (1 ½) times their regular rate for any time accrued outside their scheduled workweek. The week can be a combination of time including regular days off, sick leave, vacation leave, compensatory time and incentive leave. The City reserves the right to determine whether an employee flexes the additional time during the week.

Employees required to work overtime will be paid for their overtime work at an hourly rate equal to one and one-half (1½) times their regular rate of pay, unless such overtime work is on a holiday as identified in this Agreement, and shall be paid at an hourly rate equal to two (2) times their regular rate of pay. Regular, scheduled shifts worked on such holidays are not eligible for this double time (2.0) rate of pay.

In the event there is a problem where an extended amount of time is involved, management will endeavor to (as soon as possible) release the employee assigned to such overtime duty so they would be available for their normal, scheduled, assignments.

Section 2. Employees who are “held over” at the end of their shift, and work hours in excess of such, shall receive overtime or compensatory time off at one and one half (1 ½) times their regular rate. Employees may request either overtime pay, compensatory time (at the applicable overtime rate), or flex time; however, the City reserves the right to determine which the employee may receive.

Section 3. When a situation arises and it becomes necessary to “Call-Back” an employee after the regular tour of duty is complete, or whenever the employee is assigned to work an additional unscheduled shift or their regular day off to properly staff the department, the employee shall receive a minimum of two (2) hours of compensation in the form of overtime or compensatory time.

Section 4. Some employees may be assigned for a period of time to be “on call” for emergency responses. This on call time shall be compensated at the rate of an equivalent number of hours equaling one (1) normally scheduled work day per each week of being on call. The employee who is called out to work will be compensated according to the provisions under the “call-back” policy.

Specifically, for those employees in the Detective classification, their compensation for “on call” shall be as follows: For every 24-hour period of which more than half falls during a weekday, Monday through Friday, they shall receive two (2) hours of compensatory time. For every 24-hour period of which half or more falls on a Saturday or Sunday, they shall receive two (2) hours of compensatory time. For every 24-hour period of which half or more falls on a Holiday (the day recognized and celebrated by the City), they shall receive four (4) hours of compensatory time.

ARTICLE XXIV

Rules of Conduct

Section 1. The Poplar Bluff Police Department and the public expect all personnel to maintain high standards of appearance and conduct. Law-enforcement officers wield considerable power over citizens, power that is carefully circumscribed by state and federal law, and the Constitution and Bill of Rights. The police department's powers to arrest, seize property, and interfere, at times, with the lives of citizens constitute a public trust. The Poplar Bluff Police Department can help ensure that they regard this trust as vital by exemplary performance. Performance is tied to the department's commitment to community-oriented policing values as reflected in our mission. The mission of the department is to work with all citizens to preserve life, maintain human rights, protect property, and promote individual responsibility and community commitment.

Section 2. As the Department has raised its expectations in order to become CALEA-Accredited, and intends to continue retaining such, it finds necessary to impose certain expectations on its employees in order to remain compliant, as well as foster positive relationships with the public in general. To that end, it is agreed that the Rules of Conduct, as covered and governed by the aforementioned CALEA Standards, shall be the guiding principle in this area. The City agrees that all employees of the Poplar Bluff Police Department have access to the latest versions of such Standards, and will be dutifully notified of any such amendments, deletions of, or additions to the current Standards.

Section 3. For the purpose of this Article, the CALEA Standards are known to cover the following areas, and should be referred to for further guidance:

Moral turpitude; good moral character; tobacco products; vapor products; General Duties; Obedience to Laws and Orders; Disciplinary/Personnel Actions; General Conduct; Gifts, Bribes, Gratuities, and Rewards; Duty; Leave; Information; Public Appearances and Exercise of Freedom of Speech; Use of Alcohol; Use of Drugs; Use of Tobacco; Property and Equipment; Reporting Arrests, Court Action, Civil Cases; Memberships and Politics; Money Expenditures; Personal Appearance; Courtroom Appearances; Evidence; Lost Property; Medical Assistance, Arrests of Law-Enforcement Officers; and Confidentiality

In accordance with CALEA Standards, with regard to Personal Appearance, employees shall maintain a neat, conservative, well-groomed appearance. They shall keep their persons in a clean and sanitary condition. Men's hair must be neatly styled. Sideburns may extend to the base of the ear, and hair in the back of the head must not extend over the collar. The hair shall not extend over the ears. Employees shall be neatly trimmed and groomed as to maintain a professional appearance. Beards, mustaches, and goatees shall be cleanly manicured at the edges and shall not be fashioned in a manner that the style protrudes more than (1/4") inch from the face or neck. Classic style goatees that include a mustache will be allowed if kept short and must be neat and well-trimmed. Soul patches (a small patch of hair directly below the lower lip) and handlebar mustaches are not permitted. Beards should be maintained by the officer not to extend to any part of the neck. Facial hair should cover below the jaw horizontally, but end before the downward curve of the neck at a clean shave line. Additionally, all facial hair must be trimmed above the cheekbone line. The beard must be grown-in naturally and trimmed to comply with the restrictions contained ~~in this policy~~ herein. Employees who wish to grow facial hair should begin the process on their off time so as not to present an unshaven look while on duty. In the event the Chief of Police or Command Staff deem the goatee or beard to be out of compliance with these requirements, the employee will shave or alter the beard or goatee when requested to do so. Exceptions to this will be for those officers whose duties include working in an undercover capacity.

ARTICLE XXV

Vacation

Section 1. Each regular, full-time employee of the City covered by this Agreement, shall receive vacation leave with pay based upon his/her completed years of service as follows:

<u>Years of Service</u>	<u>Leave Accumulated</u>
1 year	40 Hours
3 years	80 Hours
5 years	120 Hours
11 years	128 Hours
12 years	136 Hours
13 years	144 Hours
14 years	152 Hours
15 years	160 Hours
20 years	200 Hours

Section 2. Any employee who has not used more than five (5) sick leave hours for a preceding quarter shall have added to their accumulated vacation eight (8) hours for each quarter. Eight (8) hours earned in the last quarter of the calendar year shall be carried forward and available to said employee for vacation in the following year. Any employee who has used no sick leave days for a preceding year shall have added to their accumulated days eight (8) additional hours.

An employee can be off a maximum of ten (10) days on workers compensation related injuries in any one (1) quarter and still be eligible for the eight (8) hours of additional vacation leave in that quarter. In the event that less time is worked, bonus day accrual will restart with the beginning of the next calendar quarter. New regular full-time employees may begin earning bonus days as soon as they are employed and do not have to complete their training period to become eligible. The same method of normal accrual will apply.

Finally, another bonus of eight (8) hours will be awarded to all employees who earn all thirty-two (32) bonus hours in the preceding calendar year.

Section 3. Vacations shall be selected by April 1 of each year. Selection of vacations up to this time shall be by seniority. Employees having more than one (1) week vacation shall be allowed one (1) split during vacation period. Employees splitting vacations shall make their first choice of dates and after selection of vacations has progressed by seniority, they shall then be entitled to their second choice. Employees not selecting vacations by April 1 shall take what vacation periods are available, subject to the department being able to grant same. Employees having more than two (2) weeks' vacation shall be allowed to split vacation time in one (1) week increments more than once.

Section 4. From time to time it may be to the advantage of the Union and the City to permit one (1) day of vacation to be taken. One (1) day of vacation may be granted by the supervisors provided the City's work schedule is not disrupted and provided such one (1) day of vacation would not cause the City to pay overtime that would not have to be paid if the employee took his/her vacation in the regularly scheduled manner.

The matter of splitting vacations, or any conflict with regard thereto, shall be first referred to the Shop Steward and Supervisor for resolution. In the event that resolution cannot be reached, such matters shall be referred to the Police Chief for final decision.

Section 5. All employees shall take all vacations due within his or her service year. However, if the vacation cannot be taken due to sickness or City declared emergency, earned vacations – with the recommendation of the Police Chief, and approval by the City Manager – may be carried over from one service year to the next provided that no more than eighty (80) hours earned vacation is carried over from one year to the next.

ARTICLE XXVI

Holidays

Section 1.

The City of Poplar Bluff recognizes twelve (12) paid holidays per year that may be taken as part of an extended vacation or individual holiday. They are as follows:

New Year's Day (January 1)	Martin Luther King's Birthday
President's Day (3rd Monday in February)	Good Friday
Memorial Day (last Monday in May)	Independence Day (July 4 th)
Labor Day (1st Monday in September)	Veteran's Day
Thanksgiving Day (4th Thursday in November)	Day After Thanksgiving
*Christmas Eve (December 24 th)	Christmas Day (December 25 th)

Section 2. When any legal holiday observed by the City of Poplar Bluff listed previous shall fall on a Saturday, the preceding Friday shall be designated as the legal holiday. When any holiday falls on a Sunday, the following day (Monday) shall be designated as the legal holiday.

Section 3. Temporary employees of the City shall not be required to report to work on the designated legal holidays of the City, but they will not receive wages unless they actually worked.

Section 4. Regularly scheduled hourly employees required to work on any observed holiday shall receive straight time pay for such scheduled hours, but shall receive double time for all time worked in excess of such regularly scheduled hours.

Section 5. If an employee is absent without acceptable reason from his work the day immediately preceding or the day immediately following a holiday observed by the City, he shall not receive holiday pay. No employee off work due to illness or disability who has exhausted he accrued personal sick leave shall be entitled to holiday pay.

Section 6. The City Manager is hereby authorized to pay as terminal pay all unused annual vacation leave time. In the event such employee is suspended or dismissed, the payment of such terminal pay shall be solely within the discretion of the City Manager.

Section 7. An employee of the City who desires to take an educational course or courses utilizing out of hours' time and at his own expenses, which course or courses will improve the employee's knowledge and capabilities for his work with the City, may, with approval of the City Manager, draw cash in lieu of accumulated vacation leave in an amount not to exceed the equivalent of ten (10) days' vacation leave.

Section 8. City employees who shall die while working for the City shall be entitled to payment for all accumulated vacation leave credited to his account.

Section 9. Employees shall receive an equivalent number of hours as their normal, scheduled shift, of straight time pay, or such same number of hours of holiday time, for their birthday, or the day on which they observe it, and shall be used prior to the employee's next ensuing birthday.

ARTICLE XXVII

Sick Leave

Section 1. All full-time employees shall accrue sick leave at the rate of twelve (12) hours sick leave for every calendar month worked.

Section 2. Sick leave may be accumulated to a maximum of one thousand and forty (1040) hours. An employee who has accumulated the maximum number of sick leave days, and who subsequently exhausts all of those sick leave days as a result of serious illness or injury, shall, upon his/her return to work for ninety (90) uninterrupted working days, be credited for sick leave on a three (3) for two (2) basis until said employee once again reaches the maximum number of sick leave days.

Section 3. Employees shall be eligible for sick leave after ninety (90) days of service. However, sick leave benefits will begin accruing from the day of employment. Sick leave must be earned and credited to an employee's account before sick leave benefits will be paid. No sick leave benefits will be paid in advance.

Section 4. Sick leave hours accrued to date will be carried forward by this agreement.

Section 5. Sick leave with pay shall not be a right which an employee may demand but a privilege granted to such employee by the City for benefit of the employee who is sick.

Section 6. Sick leave may be granted to an employee if he/she shall be absent from work due to any of the following: Sickness, bodily injury, quarantine, required physical or dental examinations or treatment, exposure to a contagious disease when continued work might jeopardize the health of others.

Section 7. Absence from work resulting from intemperance, immorality, willful misconduct or as the result of injury while working for another employer or acting as a contractor, shall be unpaid and will not be charged against the sick leave of the employee. Employees may elect to utilize vacation pay in these instances if such is available.

Section 8. Claiming sick leave under false pretense to obtain a day off with pay shall be grounds for immediate dismissal from work for cause.

Section 9. To be absent on sick leave, an employee must notify their supervisor as early as practical on the first day of such leave, and those employees classified as shift workers must notify their supervisor at least two (2) hours in advance of their regularly scheduled hour for reporting to work, if possible. A text message from an employee to a Supervisor – who confirms receipt of such message back to the employee – shall be an acceptable form of notification under this Section. Failure to give such notice will result in the absence being charged to leave without pay.

Permission for sick leave for medical examinations, treatments or dental work shall be obtained at least two (2) weeks prior to beginning of leave. Employees covered herein shall be granted up to two (2) days per year of such paid sick leave, without such leave negatively affecting eligibility for incentive and/or bonus hours.

Employees covered herein shall be able to use his or her annual sick leave for emergencies that arise as a result of sickness or accident to a member of the employee's immediate family (meaning spouses, children, stepdaughter, stepson, parents, brothers, sisters, grandparents, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or grandchildren; also, immediate family shall include persons related by blood or marriage residing in an employee's home) or grandchild of which employee is legal guardian (employee to provide proof of legal guardianship) living in the employee's household requiring their attention and for an accident, hospitalization or surgery of a son, daughter or parent not living within the employee's household requiring their attention.

Employees covered herein shall be granted a number of hours equal to eight (8) of their normal, regularly scheduled shifts per calendar year of their annual sick leave for emergencies that arise as a result of sickness or accident to a member of their immediate family living in the employee's household requiring the employee's attention and for hospitalization or surgery of a son or daughter not living in the employee's household requiring their attention. Time under family sick leave may not be accumulated.

Section 10. If sick leave appears to be abused or when an employee consistently uses their sick leave as it is earned, the City reserves the right to require the employee to furnish a doctor's certificate documenting such illness. The City shall notify the employee claiming sick leave within twenty-four (24) hours of the reported illness that a doctor's certificate will be required to substantiate the application for sick leave. In any event, employees claiming sick leave for three consecutive days will be required to submit a doctor's certificate documenting said illness.

Section 11. The Supervisor shall take prompt and necessary action as may be deemed appropriate when:

1. Injuries on the job become frequent and due to personal carelessness.
2. Recurring periods of illness that indicate a lack of good health or physical fitness.
3. Reasonable grounds for suspecting malingering.

Section 12. Any employee covered by this ordinance found guilty of abusing the sick leave provisions shall have their sick leave canceled for a period of one (1) year in addition to any other penalty which may be imposed.

Section 13. All sick leave credit accumulated by an employee of the City shall end and terminate when the employee retires, resigns, or is dismissed by the City.

Section 14. Maternity leave shall be granted under the same conditions as the provisions of the Family Medical Leave Act.

ARTICLE XVIII

On-Duty Injury

Section 1. Any employee injured while on duty shall continue to accumulate seniority during their absence due to such injury and shall be reinstated upon recovery to their former position with full seniority rights, provided they are physically qualified to return to work.

Section 2. Employees who are injured while on duty shall immediately seek first aid, and if injury requires, be taken to a doctor or a doctor be called.

Section 3. The injured employee shall report the accident to the City through an email or interdepartmental memorandum as soon after an injury as possible, but no later than twenty-four (24) hours following such accident, provided that such ability to report exists.

Section 4. An employee who is disabled because of injury while on duty shall receive their regular straight time rate of pay, less any pay received as workers' compensation, up to twelve (12) weeks. If such disability continues past twelve (12) weeks, no further City compensation will be paid. No employee in any one (1) year period shall be entitled to more than twelve (12) weeks of pay from job injury, regardless of the number of accidents in said year.

ARTICLE XIX

Funeral Leave

A leave of absence with pay of reasonable duration, not to exceed five (5) scheduled shifts, will be allowed when an employee's husband, wife, son, daughter, father or mother dies. Four (4) shifts of absence with pay will be allowed when an employee's sister or brother dies. Three (3) shifts of absence with pay will be allowed to attend the funeral of a father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren of either spouse. One (1) shift of absence with pay will be allowed for the purpose of attending the funeral of an employee's aunt and/or uncle.

ARTICLE XXX

Military and Citizenship Leave

All officers and employees of this city, or of any department thereof, who are or may become members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits, to which otherwise entitled, for all periods of military services during which they are engaged in the performance of duty or training in the service of this state or of the United States under competent orders; except that an officer employee while on such leave shall be paid his salary or compensation for a period not to exceed a total of fifteen (15) calendar days in any federal fiscal year. Such an employee shall be entitled to the employee's standard salary in addition to such military pay as the employee receives while said employee is engaged in the performance of such military duties. Military leave shall not be charged against the annual leave to which the employee may be eligible.

ARTICLE XXXI

Educational Leave

A special leave of absence at full or part pay may be granted by the City Manager upon recommendation of the Police Chief to permit a City employee to take courses of study which will better equip the employee to perform his duties for the City.

ARTICLE XXXII

Jury Duty

Employees required to serve on jury duty will be paid their regular wages and shall forfeit any and all jury fees received to the City.

ARTICLE XXXIII

Employee Benefits

Section 1. The City agrees to pay 100% of the cost of the major medical coverage, as well as vision and dental programs, for those employees selecting the individual coverage plan. For those employees selecting family coverage, the City agrees to pay 100% of the cost of the premium for the individual plan and 66 2/3% of the premium for the family coverage plan.

For regular employees hired after August 31, 2019, the City shall pay one hundred percent (100%) of the cost of the premium for the individual plan for the employee and zero percent (0%) for dependent (spouse, child, family) coverage plan. A new employee shall be covered after one (1) full calendar month of employment by the City.

Should the City Council endeavor to enact an Ordinance following the effective date of this Agreement, and such Ordinance restores in part or all, the City's payment of dependent coverage for employees hired after August 31, 2019, then this Section shall automatically be amended to reflect such action, and those previously denied dependent coverage shall have such newly enacted allowances afforded them.

Section 2. The City agrees to provide life insurance / accidental death and dismemberment for all full-time regular employees in the amount of \$15,000. Individual employee premiums will be paid in full by the City of Poplar Bluff. Employees should contact the Human Resources Department for complete details.

Section 3. All employees are to be covered while on the job by the provisions of the Missouri Workers' Compensation Law.

Section 4. Employees who elect to retire at age fifty-five (55) will be allowed to continue in the City's hospitalization and dependent coverage insurance as if they were still employed by the City. The City agrees to pay one hundred percent (100%) of the retiree's health, vision and dental insurance premium for those retirees selecting the individual coverage plan. For those retirees selecting family coverage, the City agrees to pay one hundred percent (100%) of the premium for the individual plan. The employee may continue in such hospitalization and dependent coverage plan under these terms until such time as the employee reaches age sixty-five (65) and becomes eligible for Medicare or upon the death of the retired employee. No medical benefits under this provision would be extended to the retired employee's family after the retired employee reaches age sixty-five (65) or is deceased, other than benefits provided under Federal and State laws. This ten (10) year range would adjust as the eligibility for Medicare may adjust, i.e. if to be eligible for Medicare employees had to be sixty-six (66) or sixty-seven (67), the low end of the range would change to fifty-six (56) or fifty-seven (57).

For employees hired after August 31, 2019, there will be no retirement insurance paid for by the City.

Should the City Council endeavor to enact an Ordinance following the effective date of this Agreement, and such Ordinance restores in part or all, the City's payment of retiree insurance coverage for employees hired after August 31, 2019, then this Section shall automatically be amended to reflect such action, and those previously denied City-paid retiree insurance coverage shall have such newly enacted allowances afforded them.

Section 5. Employees who retire within the guidelines of this contract, and the LAGERS L-6 plan, shall be allowed to take time off earlier than those guidelines require by using forty percent (40%) of all accumulated sick leave time and shall receive a normal full City paycheck during that time (40% of accumulated sick leave) prior to actual date of retirement. There will be no City benefits earned while taking off the forty percent (40%) of accumulated sick leave prior to actual retirement.

Section 6. Liability Insurance – The City of Poplar Bluff contracts for representation in regards to claims alleging personal injury or property damage.

1. Automobile liability insurance coverage is provided on all vehicles by the City of Poplar Bluff.
2. All claims made against the City of Poplar Bluff are routed through the Human Resources Department.

ARTICLE XXXIV

Uniforms

Section 1. All uniforms, leather and equipment required by the police department will be provided by the City to sworn officers of the police department at no cost to the employee.

Section 2. A Police Officer's uniform is the most visible representation of the Department and the City that employs the officer. The appearance of an officer's uniform and the manner in which it is maintained contributes to the perception citizen's form concerning the professionalism of the officer and his/her Department. Consequently, it is the policy of the Poplar Bluff Police Department to have members uniformed in a manner consistent with the highest professional standards of law enforcement.

Section 3. As with other Articles and Sections of this Agreement, all applicable terms and conditions regarding Uniforms of the employees covered by this Agreement, shall conform to the minimum requirements contained in the most recent, up to date, CALEA Standards. Department Policy and / or provisions in this Article may be more stringent than CALEA Standards, but shall in no way conflict with such.

Section 4.

1. The Poplar Bluff Police Department furnishes the following duty uniform items:
Summer shirts, Winter shirts, Pants (year-round material), Hat (on request), Winter coat, Gun belt and accessories, Gun holster, Handcuffs and case, Magazine pouch, Can of chemical spray, Badges, Name plates, Collar brass, Ties, Traffic-control vest, Body armor, Rain gear, Asp, Asp Holder
2. All uniforms shall consist of an approved dark navy-blue shirt, dark navy pants, and black boots or shoes and black leather gear. The items that make up the uniform will be approved by the chief of police and issued by the police department. Uniform shirts and coats shall display the department patch on each shoulder.
 - a. Class "A" Uniform: The Class A uniform will consist of the long sleeve uniform shirt with or without the department issued black tie.
 - b. Class "B" Uniform: The Class B uniform will consist of the short sleeve uniform shirt with the open collar (no tie).
 - c. Class "C" Uniform: The Class "C" uniform consists of a navy shirt and navy-blue Tactical Duty Uniform (TDU) pants at the direction of the Chief of Police and/or his designee.
3. Officers shall keep their uniforms clean and pressed, their shoes and other leather equipment polished and shined, and badges and name plates clean and bright.
4. It shall be the discretion of the City as to whether employees wear a long-sleeve or short-sleeve uniform shirt while on duty.
5. Uniformed Officers, when outfitted in the Class C Uniform, shall be allowed to don an official, approved, "baseball style" cap during duty.
6. Officers of the Patrol Division, including officers assigned to serve the public at the front desk, and officers of other Divisions so ordered by their commanding officer, shall wear the regulation uniform and badge while on duty.

7. Officers shall not wear tie tacks or tie bars on the uniform tie and shall not wear any item that does not conform to current uniform regulations; pens or pencils should be tucked inside the shirt pocket, out of sight.
 8. Officers assigned to special details may deviate from the uniform and equipment regulations at the direction of the Chief of Police, and/or their Division Commander.
 9. Employees wearing civilian clothing on duty shall present a neat and clean appearance. Employees shall wear clothing which is appropriate to the type of duties and citizen contact expected, or as approved by his or her supervisor. Civilian business attire (tie and dress pants for men and equivalent for women) shall be worn for all department related activities unless exempted by the Chief of Police or their Division Commander.
 10. When uniform items are damaged or worn out and needing replacement, officers shall request replacement or repair in writing to their immediate supervisor, giving reasons why items were damaged. Unserviceable items shall be returned to the Patrol Commander for disposal/destruction.
- B. Department Policy and / or the CALEA Standards will dictate the following with regard to: When the Uniformed Division will wear Gold Brass; Name Plate; Collar Brass and Badge; Uniform Emblems and Insignias; Gloves; Unauthorized Equipment; Body Armor; and Inspections.

ARTICLE XXXV

Meals

Section 1. Employees claiming reimbursement for meals shall turn in all itemized receipts for such meals, and shall fill out a standard statement or report stating the date and time of the trip away from home, purpose of the trip, and the statement or report shall be countersigned by the head of his/her department certifying that the trip was necessary that it be made at the time it was made.

ARTICLE XXXVI

Line of Duty Death

Section 1. The Poplar Bluff Police Department will comply, at a minimum, with all current CALEA Standards, and agrees to provide liaison assistance to the immediate survivors of a member who dies in the line of duty. This assistance is provided whether the death was unlawful or accidental (i.e., automobile accident, hit by a passing vehicle during a traffic stop, training accident) while the member was performing a police-related function, either on or off-duty and while he or she was an active member of the Department.

Section 2. The Chief of Police may institute certain parts of this CALEA Standards and/or Department Policy for cases of a member's natural death. The Department will also provide a clarification and comprehensive study of survivor benefits as well as emotional support during this traumatic period of readjustment for the surviving family. Funeral arrangements of the deceased member are to be decided by the family, with their wishes taking precedence over the Department's

Section 3. For application of this Article, please refer to the Department policies for information on:

- A. Definitions;
- B. Assignment to Notification Officer, Hospital Liaison Officer, Family Liaison Officer, Department Liaison Officer, Benefits Coordinator, and/or Chaplains;
- C. Notifications;
- D. Assistance for Affected Members;
- E. Assisting the Family at the Hospital;
- F. Support of the Family during the Wake and Funeral;
- G. Family Liaison Officer;
- H. Department Liaison Officer;
- I. Benefits Coordinator;
- J. Other Responsibilities; and
- K. Continued Support for the Family

ARTICLE XXXVII

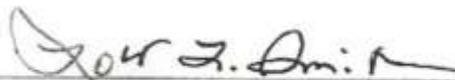
Duration of Agreement

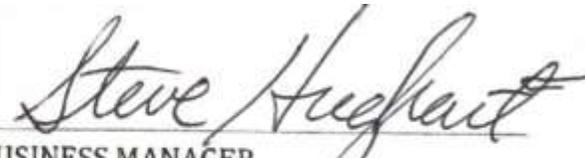
Section 1. This agreement shall be effective as of March 17th, 2020 and shall continue in full force and effect until, and including, December 31, 2020.

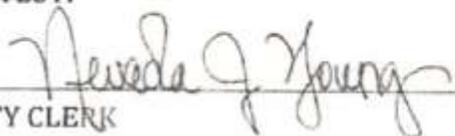
Section 2. This agreement shall automatically be renewed from year to year unless either party shall have notified the other in writing at least ninety (90) days prior to the annual anniversary date that it desires to modify the agreement. In the event that such notices are given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

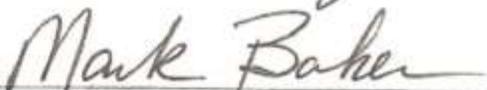
CITY OF POPLAR BLUFF

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 702


MAYOR


BUSINESS MANAGER

ATTEST:

CITY CLERK


BUSINESS REPRESENTATIVE

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

5/8/2020

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

ATTACHMENT A

Daily Shift Schedules - 2019

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Jan	H											28									H											
Feb									28									H														
Mar									28																							
Apr					28														H													
May				28																								H				
Jun	28																												28			
Jul				H																								28				
Aug																								28								
Sep		H																			28											
Oct																			28													
Nov											H					28													H	H		
Dec													28											H	H							

H = Holiday

28 = Shift Differential



represents an "A Shift" Work day / night



represents a "B Shift" Work Day / Night

ATTACHMENT B

"A" Shift Schedule - 2019

	07:00	10:00	13:00	16:00	19:00
January	Officer 1				Officer 6
	Officer 2	Officer 4		Officer 5	Officer 7
	Officer 3				Officer 8
February	Officer 8				Officer 5
	Officer 1	Officer 3		Officer 4	Officer 6
	Officer 2				Officer 7
March	Officer 7				Officer 4
	Officer 8	Officer 2		Officer 3	Officer 5
	Officer 1				Officer 6
April	Officer 6				Officer 3
	Officer 7	Officer 1		Officer 2	Officer 4
	Officer 8				Officer 5
May	Officer 5				Officer 2
	Officer 6	Officer 8		Officer 1	Officer 3
	Officer 7				Officer 4
June	Officer 4				Officer 1
	Officer 5	Officer 7		Officer 8	Officer 2
	Officer 6				Officer 3
July	Officer 3				Officer 8
	Officer 4	Officer 6		Officer 7	Officer 1
	Officer 5				Officer 2
August	Officer 2				Officer 7
	Officer 3	Officer 5		Officer 6	Officer 8
	Officer 4				Officer 1
September	Officer 1				Officer 6
	Officer 2	Officer 4		Officer 5	Officer 7
	Officer 3				Officer 8
October	Officer 8				Officer 5
	Officer 1	Officer 3		Officer 4	Officer 6
	Officer 2				Officer 7
November	Officer 7				Officer 4
	Officer 8	Officer 2		Officer 3	Officer 5
	Officer 1				Officer 6
December	Officer 6				Officer 3
	Officer 7	Officer 1		Officer 2	Officer 4
	Officer 8				Officer 5

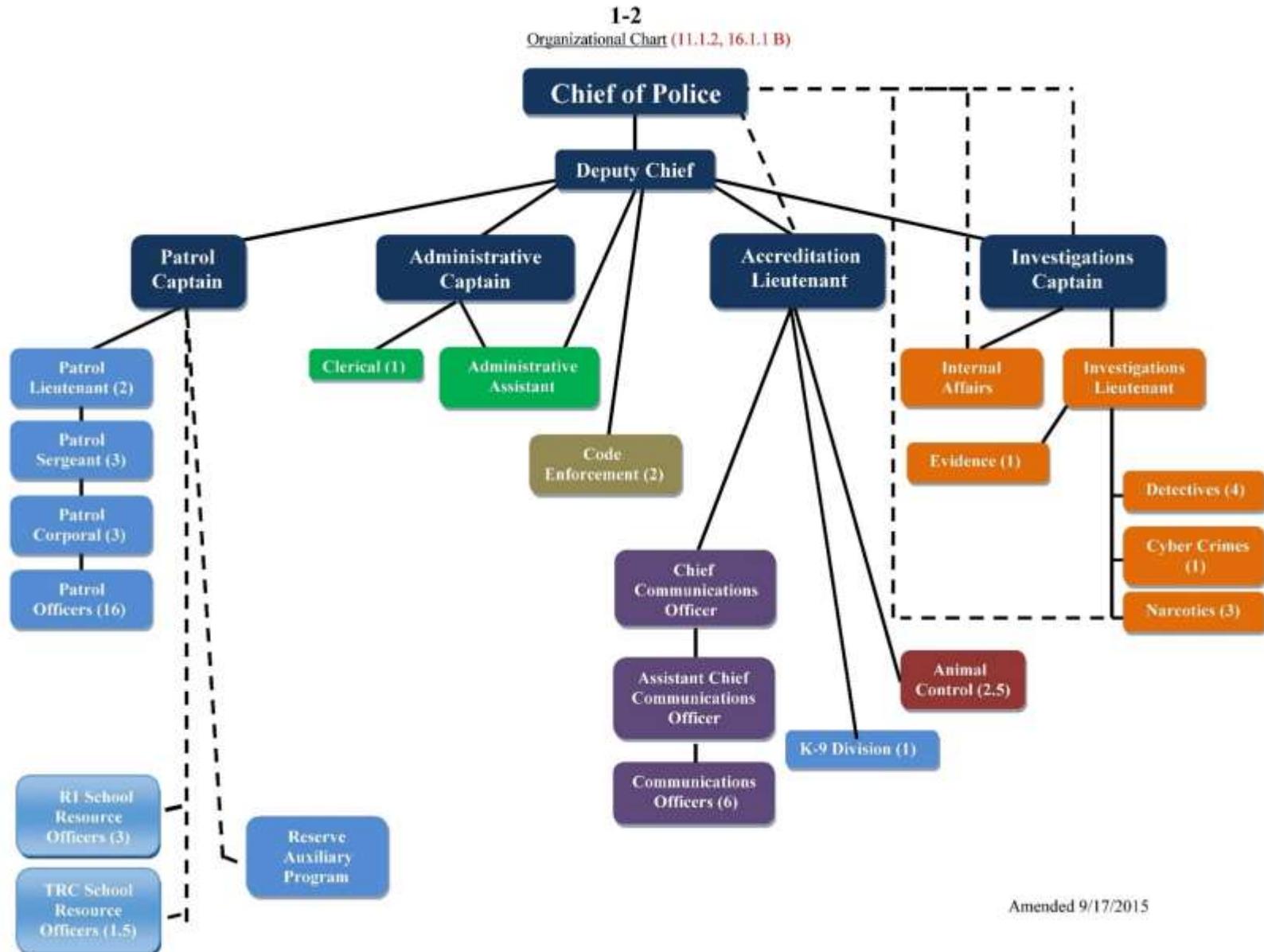
ATTACHMENT B

"B" Shift Schedule - 2019

	07:00	10:00	13:00	16:00	19:00
January	Officer 9				Officer 14
	Officer 10	Officer 12		Officer 13	Officer 15
	Officer 11				Officer 16
February	Officer 16				Officer 13
	Officer 9	Officer 11		Officer 12	Officer 14
	Officer 10				Officer 15
March	Officer 15				Officer 12
	Officer 16	Officer 10		Officer 11	Officer 13
	Officer 9				Officer 14
April	Officer 14				Officer 11
	Officer 15	Officer 9		Officer 10	Officer 12
	Officer 16				Officer 13
May	Officer 13				Officer 10
	Officer 14	Officer 16		Officer 9	Officer 11
	Officer 15				Officer 12
June	Officer 12				Officer 9
	Officer 13	Officer 15		Officer 16	Officer 10
	Officer 14				Officer 11
July	Officer 11				Officer 16
	Officer 12	Officer 14		Officer 15	Officer 9
	Officer 13				Officer 10
August	Officer 10				Officer 15
	Officer 11	Officer 13		Officer 14	Officer 16
	Officer 12				Officer 9
September	Officer 9				Officer 14
	Officer 10	Officer 12		Officer 13	Officer 15
	Officer 11				Officer 16
October	Officer 16				Officer 13
	Officer 9	Officer 11		Officer 12	Officer 14
	Officer 10				Officer 15
November	Officer 15				Officer 12
	Officer 16	Officer 10		Officer 11	Officer 13
	Officer 9				Officer 14
December	Officer 14				Officer 11
	Officer 15	Officer 9		Officer 10	Officer 12
	Officer 16				Officer 13

ATTACHMENT C

Organizational Chart



Amended 9/17/2015