CITY OF JOPLIN, MISSOURI
and
FRATERNAL ORDER OF POLICE LODGE #27
LABOR AGREEMENT

ARTICLE I. Preamble

Section 1.01 Parties
This Agreement has been developed by the Fraternal Order of Police, Southwest Missouri Regional Lodge #27, Joplin Police Officer's Association, herein called the "Lodge," and the City of Joplin, Missouri, herein called the "City."

Section 1.02 Conflicts
In the event that any provision of this Agreement conflicts with any of the City's Personnel Policies, or with any General Orders of the City's Police Department (hereinafter, the "Department,"), the provisions of this Agreement shall be controlling. The parties recognize that the City's Personnel Policies, and the Department's policies and procedures will address topics not covered in this Agreement and will provide further details about matters that are addressed in this Agreement. To the extent the provisions of the City's Personnel Policies, and the Department's policies and procedures do not conflict with the provisions of this Agreement, the policies and procedures shall be enforceable.

ARTICLE II. Recognition

Section 2.01 Bargaining Units
The City recognizes the Lodge as the exclusive bargaining representative of all full-time sworn Police Officers below the rank of Captain.

Section 2.02 Added Classification
In the event any new sworn job classification is added to the Department with a rank below that of Captain, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination
The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with state law, or membership in any other category or classification that is protected by law.

ARTICLE III. Management Rights

Section 3.01 Management Right
Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, both directly and as delegated to the Police Chief, including but not limited to the right to:

(a) Determine the mission of the City and the Department;
(b) Direct the working forces;
(c) Hire, classify, assign, promote, and transfer employees;
(d) Suspend, demote, discipline, and discharge employees for just cause;
(e) Relieve employees from duty because of lack of work or other legitimate reasons;
(f) Change existing methods, operations, facilities, equipment and type or number of personnel;
(g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law, after discussion with the Lodge as provided herein;
(h) Assign work to bargaining unit and/or civilian support personnel;
(i) Maintain and/or take steps to enhance the efficiency of the operation of the Department; and
(j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities
The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in good faith and in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law
Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

ARTICLE IV. Lodge Rights

Section 4.01 Lodge Officials
The Lodge shall have the right to appoint or elect whatever officers, stewards, or other officials it wishes to elect. If Lodge representatives change at any time, the Lodge shall provide the Department with a list of employees who shall serve as official Lodge representatives.

Section 4.02 Lodge Business
Lodge officers may perform Lodge business while on duty, with permission from their direct supervisor, so long as Lodge business does not interfere in any way with performance of the employee's regular job duties, or with the work of any other on-duty personnel. All Lodge business performed by off-duty personnel shall be performed at the employee's own discretion and on his or her own time in unpaid status.

Section 4.03 Orientation
The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their in-house academy process, be given a presentation from the Lodge. During the presentation, up to two (2) representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to finish its presentation, but the presentation will not exceed thirty minutes.

Section 4.04 Use of Internal Mail
The Lodge shall be permitted to use the City's e-mail and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law. Any use of City's communications in this section shall not be political, defamatory or criticism of city officials and city policies.

Section 4.05 Dues Deduction
Employees may voluntarily join the FOP and have payroll deductions of dues consistent with payroll deduction practices of the city. Employees may withdraw authorization for dues deductions at any point in time upon written notification to the City. The City will provide the FOP Treasurer with a list of employees who have made the payroll deduction upon request.

Section 4.06 Confidentiality
Bargaining unit personnel shall have the right to consult with a Lodge representative on a confidential basis regarding performance and disciplinary matters.

Section 4.07 Indemnification
The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

ARTICLE V. Past Practices

Section 5.01 Changes to Conditions of Employment
The parties acknowledge that practices concerning wages, hours, and terms and conditions of employment exist that have not been formalized as written policies. If management desires to make a change with regard to any such practice, those proposed changes will be provided to the union in advance and the union may request a meeting to discuss such changes provided the request is made no later than 10 days after notice is provided.

ARTICLE VI. Job Descriptions and Specialty Positions

Section 6.01 Job Descriptions
The Department shall maintain job descriptions for all positions within the bargaining units. Job descriptions shall specify the qualifications for promotion into each classification.

ARTICLE VII. Hours of Work

Section 7.01 Hours
The normal shift duration is eight (8), ten (10) or twelve (12) depending upon the assignment.

Section 7.02 Shift Bidding Procedure for Patrol
For each year of this agreement, members assigned to the Patrol Bureau will complete a seniority-based bidding process bi-annually, shift bidding preference only arises once the Chief determines the number of classifications needed and the special skills needed as identified in a per-bid shift notice," wherein:

(a) Employees shall receive notice of impending shift change and a minimum of fourteen (14) days' notice before shift bid preferences from officers are due, along with the effective date of the new shift rotations, which become effective no sooner than thirty (30) days after the deadline for shift preferences.
(b) Bid positions will then be assigned by seniority based upon the officer's listed preferences. If none of the officer's preferences are available, he or she shall be assigned at the discretion of the Patrol Captain.
(c) The Bureau Commanders or their designees will announce the shift assignments.
(d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Chief or his or her designee.

Section 7.03 Shift Bidding Procedure for Investigations
Members assigned to the Investigations Bureau will complete a seniority-based bidding process annually for evening, holiday, and weekend shifts. Bidding preference only arises once the Chief determines the number of classifications needed and the special skills needed as identified in a per-bid notice wherein:

(a) Employees shall receive notice of impending shift change and a minimum of fourteen (14) days' notice before shift bid preferences from officers are due, along with the effective date of the new shift rotations, which become effective no sooner than thirty (30) days after the deadline for shift preferences.
(b) Direct supervisors will forward the requests with recommendations to the Bureau Commander or their designees for review.
(c) The Bureau Commander or their designee will announce the shift assignments after the thirty (30) day notice.
(d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Chief or his/her designee.

Section 7.04 Shift Transfers and Reassignments
Employees may submit written requests to be transferred to any open position on a different shift, through their Chain of Command. Employees may also submit written requests to permanently trade shifts, so long as both employees are in agreement with the trade. When, in the judgment of the Chief or his or her designee, such reassignments or transfers will not be unduly disruptive to the operations of the Department, such reassignments or transfers may be approved.

The Chief shall have the authority to reassign any employee or employees to another shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved. When a reassignment may cause bumping of an employee, the Department shall initially seek volunteers and shall honor seniority as much as reasonably possible. For any involuntary reassignment, thirty (30) days' notice must be given to the employee, unless the Chief determines that the staffing is needed due to the operational needs of the department.

Section 7.05 Meal Breaks
All employees shall receive a thirty (30) minute paid meal break. All employees shall receive two (2) fifteen (15) minute rest breaks per shift worked. All breaks shall be subject to interruption or cancellation due to work demands.

Section 7.06 Duty Trade
Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from management. All such trades shall be purely voluntary between the employees involved, and each employee shall be paid as if he or she had worked on his or her original schedule.

ARTICLE VIII. Temporary Duty Assignments

Section 8.01 Duty Related Injury
When an employee is injured in the line of duty, the City shall make every effort to provide temporary light-duty or work-hardening assignments to him or her, consistent with any restrictions the employee's doctor has identified consistent with the employee's current work schedule.

Section 8.02 Non-Duty Related Medical Condition
When an employee is unable to perform his or her regular work assignment due to a non-work-related injury or non-communicable illness, the City may offer temporary light-duty or work-hardening assignments to him or her, to the extent productive work is available. Such light duty shall not extend beyond 60 days from the commencement of the assignment, without approval of the Police Chief and Human Resources.

Section 8.03 Shall Not Be Unreasonably Denied
Requests for medically necessary temporary light-duty and subsequent requests for extension shall not be unreasonably denied when light-duty opportunities exist within the Department.

ARTICLE IX. Wages

Section 9.01 Wages
The City and FOP adopt the following Pay Plan attached hereto as Exhibit "C".

Employees shall receive a 2% COLA effective November 1, 2025, in addition to their 3% step increase, with a satisfactory evaluation, for that fiscal year.

Employees shall receive a 2% COLA effective November 1, 2026, in addition to their 3% step increase, with a satisfactory evaluation, for that fiscal year.

Employees shall receive a 23.03% COLA raise effective no more than thirty (30) days after the Police and Fireman's Pension Plan reaches one hundred twenty percent (120%) funded, as set forth below.

Beginning November 1 of the next fiscal year, for the term of the contract, eligible Employees shall receive a three percent (3%) step increase, plus any COLA increase that is granted to general employees in any fiscal year on the same effective date.

The Pay Plan is conditioned on this Agreement being approved by the City Council and the renewal of the half-cent sales tax, which is the primary source to fund the wage increases and Pay Plan. The effective date for implementation of the Pay Plan, once the condition is met, is thirty (30) days following the Police and Fireman's Pension Plan reaching one hundred twenty percent (120%) funded, which is to be determined by an Actuarial Report.

Section 9.02 COLA
In the event a COLA is granted to general employees by the City Council in any fiscal year, the employees shall also be granted an equal COLA benefit/increase effective on the same date as general employees.

Section 9.03 Longevity Pay
Beginning with an employee's five (5) year anniversary with the department, they shall receive additional pay equal to 1% of their annual base salary. The percentage will go up by 1% every five (5) year period pursuant to Longevity Pay as set forth in the Employee Handbook.

Section 9.04 Promotions
Employees who are promoted will receive the appropriate wage increases as set out below:

(a) Police Officer to Corporal– 10% or bottom of Corporal scale, whichever is greater.
(b) Corporal to Sergeant – 10% or bottom of Sergeant scale, whichever is greater.
(c) Wage increases due to promotions will become effective on the date of the promotion.

Section 9.05 Specialty Pay

(a) Employees assigned to the SWAT Team shall receive a stipend of $150.00 per month.

(b) Field Training Officers (FTOs) shall receive one and one-half hours of pay or compensatory time for each day they are assigned a trainee.

(c) On-Call Pay. All employees who fill daily on-call duty shall receive one and one-half hours of pay or compensatory time for each day on-call.

Section 9.06 Kennel Time

An employee who serves as a K9 officer and who has a dog with the employee shall be credited with one hour of pay during on duty hours and one hour of pay for time on days when the employee is not scheduled to work for the purpose of K9 servicing.

Section 9.07 K-9 Upkeep

The City shall be responsible for providing all food and medical treatment for City canines. The City shall also provide a kennel at the home of each K-9 Officer.

Section 9.08 Call Back Pay

Any employee who, without at least 24-hours' notice, is called to work and reports for work during unscheduled off duty hours as an unscheduled emergency recall will receive compensation for the greater of three (3) hours or actual hours worked, at one and one-half times the employee's regular hourly rate of pay. If this time is immediately after (held over) the employee's normal shift, the minimum three (3) hours shall not apply.

Section 9.09 Witness Pay

Employees who are required to attend court as a result of the performance of their assigned duties during non-work hours shall be compensated at one and one-half times the employee's regular hourly rate of pay for all consecutive time spent in court, with a guaranteed minimum paid time of two (2) hours. The City does not pay travel time to the Joplin Municipal courthouse. However, employees shall be compensated for time spent traveling from the Department to any other courthouse when they are appearing or testifying in conjunction with their official police duties.

Section 9.10 Educational Assistance

The City will reimburse employees for tuition costs for college-level classes related to or leading to a degree in criminal justice, emergency service, business administration, accounting, public administration, or other similar degree programs in accordance with the City's Tuition Reimbursement Policy. The City shall reimburse members for in class or on-line courses.

Section 9.11 Cell Phone Stipend

Detectives, Detective Corporals and Sergeants shall be paid a cell phone stipend pursuant to City policy.

Section 9.12 Vehicles

Employees shall be assigned a take-home vehicle after successfully completing field training and at least one-year of employment, pursuant to the Department and City Policy as long as sufficient resources are available.

Section 9.13 Anniversary Date

Anniversary date shall be as set forth in the Employee Handbook.

ARTICLE X. Overtime and Compensatory Time

Section 10.01 Two-Week Work Period / OT
Employees shall be scheduled for a two-week work period and shall receive overtime for all time worked over eighty (80) hours in the work period.

Section 10.02 OT Accrual
Overtime and compensatory time off shall accrue in quarter-hour increments.

Section 10.03 Compensatory Time
Employees may elect to be paid in compensatory time off rather than receiving overtime pay. Compensatory time shall be earned at the rate of one-and-one-half times the hours worked in excess of 80 hours in fourteen days. Personnel may accumulate a maximum of 480 hours of compensatory time.

Section 10.04 Overtime Assignment
Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

ARTICLE XI. Out-of-Class Assignment

Section 11.01 Acting Corporals, Acting Sergeants and Acting Captains
Where there is a need for a police officer to serve as an acting Corporal, a Corporal to serve as an acting Sergeant, or for a Sergeant to serve as an acting Captain, the position shall be offered at the discretion of management.

Section 11.02 Out of Classification Pay
A full-time employee who is temporarily assigned to fully perform the normal, ongoing duties of and accept the responsibilities of a position in a higher classification shall be paid ten (10%) percent over his/her current pay rate or the minimum of the higher position's pay grade, whichever is higher for each shift worked in an out-of-class assignment. In no instance shall the out-of-classification pay exceed the maximum of the pay grade for the higher classification. Out-of-classification pay shall cease immediately upon the return to full- or part-time duty of the incumbent in the higher classification or the appointment of a new incumbent to the higher classification. No employee may be compensated for more than six (6) months of out-of-class work for any one assignment, unless approved by the City Manager as an extension of time. There will be no qualifying period for out-of-classification pay. The status of the employee under the Fair Labor Standards Act (FLSA) will not change while they are in a work-out-of-class assignment. A non-exempt employee will continue to be non-exempt under the Act and an exempt employee will remain exempt.

ARTICLE XII. Health and Welfare

Section 12.01 Insurance Plan Coverage Options
All employees covered under this Agreement shall receive the same insurance plan coverage options and benefits as are available to all other City employees. The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Lodge, and at least sixty (60) days' notice if practicable, of any contemplated change.

Section 12.02 Retiree Healthcare
The City shall continue to make health insurance available to retirees, at the retirees' expense for a maximum of ten (10) years. The premium charged to retirees shall be no greater than the full amount of the premium (total amount of employer and employee contributions) charged for active employees at the same coverage levels plus a 2% administrative fee.

ARTICLE XIII. Retirement Benefits

Section 13.01 Retirement Program
All employees enrolled in the City's Police and Fire Pension Plan as of January 1, 2022 will continue to participate in the Police and Fire Pension Plan. All other employees will be enrolled in Missouri Lagers L-11 program at no cost to the employee.

Section 13.02. Police and Fire Pension Plan.
Once the pension plan reaches 120% funded, a COLA based on the Consumer Price Index not to exceed 4% in any year, may be granted if the actuary calculates the pension plan will not drop below 120% funded based on the assumptions in place at that time. Upon the retirement of all active pension plan employees, the administration of the Plan will be turned over to Missouri LAGERS. Prior to turning the closed plan over to Missouri LAGERS, language will be adopted to grant a COLA annually under the Missouri LAGERS COLA rules.

Section 13.03 Supplemental Retirement Program
Officers may elect to participate in the tax sheltered, supplemental 457 retirement plans offered by the City. Employee contributions will be made through payroll deductions up to the IRS approved maximum annual contribution limits.

ARTICLE XIV. Holidays

Section 14.01 Recognized Holidays
The following holidays shall be recognized within the Department: New Year's Day, MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving, and Christmas Day equal to eight (8) hours per holiday. If any additional holidays are approved by the City Council in the future, they shall be included as a recognized holiday.

Section 14.02 Floating Holidays
Eligible full-time employees receive three (3) eight-hour floating holidays granted annually on a fiscal year basis. Employees will accumulate floating holidays that are immediately available under the following schedule:

HIRE DATE	FLOATING HOLIDAYS
November 1 to April 30	24 hours
May 1 to July 31	16 hours
August 1 to October 31	None for that fiscal year

Floating holidays may not accumulate from one fiscal year to the next and will be lost if not used by October 31. Earned but unused floating holidays prior to October 31 shall be payable upon separation from City service.

Section 14.03 Holidays Worked
All hours worked for regularly scheduled shifts on any recognized City holiday as set forth in Section 14.01 shall be paid at time and one-half the regular hourly rate of pay. All hours worked for regularly scheduled shifts on a recognized City holiday shall be considered regular hours worked for the purpose of determining the eligibility of FLSA overtime. This section will be effective immediately following the successful passage of a one-half cent sales tax.

ARTICLE XV. Vacation

Section 15.01 Vacation Accrual
Employees may accrue vacation time in accordance with City policy. Vacation leave shall be accrued on a monthly basis, in accordance with the following annual vacation hours accrual schedule:

Length of Continuous Service in Years	Hours Accrued	Maximum Accrual
0 - 9 years	80 hrs	160 hrs
9 - 14 years	120 hrs	240 hrs
Over 14 years	160 hrs	240 hrs

Section 15.02 Vacation Use
Vacation shall be scheduled and used consistent with Departmental policies and this Agreement.

Section 15.03 Vacation Payout
When an employee's employment is terminated for any reason whatsoever, all earned vacation shall be paid out at the employee's then-current hourly rate, at the time of termination.

Section 15.04 Vacation Scheduling
(a) Vacation requests will be submitted through the chain of command. The Department will not unreasonably deny vacation requests, but may deny any request which would unduly interfere with the operation of the Department as determined by the Chief.

(b) When there is a conflict between requests submitted at the same time, and the approval of both requests would unduly interfere with the operation of the Department, the request received from the individual with the earlier date of hire or promotion will be granted.
(c) Employees covered under this Agreement will not be required to change a scheduled vacation due to a senior employee with a conflicting scheduled vacation transferring to their shift. The senior employee may elect to reschedule the entire vacation or may elect to use any portion thereof which is approved.

ARTICLE XVI. Sick Leave

Section 16.01 Sick Leave Accrual Rate
Sick leave shall accrue on a monthly basis, at the rate of 8 hours per month.

Section 16.02 Sick Leave Accrual
Employees shall accrue unused hours of sick leave in accordance with City policy.

Section 16.03 Sick Leave Policy / Dependent Sick
Sick leave shall be used and administered in accordance with applicable City and Departmental policies.

Section 16.04 Physician's Certificate
Employees shall generally be required to present all physicians' certificates to the Human Resources Department when returning from any period of sick leave lasting three working days or longer. Additionally, with advance notice to the employee the City may require a physician's certificate for shorter periods of absence, if the employee has exhibited a pattern of absenteeism or if there is some other legitimate reason to require a physician's certificate. During hours when the Human Resources Department is not open, the physician's certificate shall be presented to the employee's supervisor. Details regarding an employee's illness or injuries, or their family's illness or injuries, shall not be shared with anyone outside the Human Resources Department, except to the extent necessary to manage compliance with work restrictions, or to report use of medication that may affect safe performance of job duties.

Section 16.05 FMLA / ADA Compliance
The City shall comply with the confidentiality provisions of the Americans with Disabilities Act and the Family and Medical Leave Act with regard to the request, storage, and dissemination of employee medical information.

ARTICLE XVII. Other Leave

Section 17.01 Eligible Leave Time
All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, Family and Medical leave, workers' compensation leave, and any other form of leave (either paid or unpaid) as provided for under City and Departmental policies.

ARTICLE XVIII. Seniority

Section 18.01 Seniority Definition
"Seniority" shall mean length of continuous employment within the Department, unless otherwise specified since completing the Field Training Officer Program (FTO). For purposes of Seniority, all officers who began FTO on the same date, were not extended for additional training, and did not have an expedited FTO due to prior experience shall be considered to have the same date of graduation from FTO. For those graduating FTO on the same date, their score on the POST test shall determine their Seniority. This section shall not affect any previously established seniority list.

"Rank Seniority" shall mean length of continuous employment in an employee's current job classification.

Section 18.02 Roster to Be Provided
The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position and annual salary as is consistent with Sec. 610.021(13 RSMo and this shall not be considered as a waiver of such statutory provision.

Section 18.03 Loss of Seniority
Seniority shall be lost, and the employment relationship terminated upon the occurrence of any of the following events:
(a) Voluntary quit or retirement;
(b) Discharge for just cause;
(c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
(d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
(e) No-call / no-show for two (2) consecutive regularly scheduled shifts if the employee was physically and practically able to call or report to work; or,
(f) Failure to perform work for the City for eighteen (18) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 18.04 Rehire
Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority within the department reinstated and shall accrue new seniority from the date of re-hire. There is no guarantee of re-employment with the City and all employees shall be required to go through the hiring and background process, and if hired, complete a probationary period.

Section 18.05 Tier 1 Rehire
Tier 1 employees will be allowed to immediately rehire without any gap in service, subject to Department Director and City Manager approval, with the same rank, rate of pay, longevity, seniority, the same accrual level for vacation time and shall retain their sick leave accumulated balance at the point of their retirement.

ARTICLE XIX. Probation

Section 19.01 Probation
New employees shall be hired on a probationary basis. Probation shall run from date of hire until twelve (12) months after the employee is hired or graduates from the field training program, whichever is later, provided that the probationary period shall not exceed eighteen (18) months. During probation, employees shall be subject to discharge without cause, and such discharge shall not be grievable under the terms of this Agreement.

Section 19.02 Promotional Probation
Employees who are promoted into a higher job classification shall serve an initial six-month trial period in the new job. Employees who are unsuccessful during the trial period may be returned, or may elect to return, to their prior position provided there is a vacancy. The employee who returns to the prior position shall have their pay determined as follows:
(a) If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.
(b) If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

Section 19.03 Demotion
When an employee is demoted, the rate of pay shall be determined as follows:
a. If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.
b. If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

Section 19.04 Probation Performance
If any employee exhibits performance problems during his or her new hire probation, or during his or her promotional trial period, management shall notify the employee of the observed problems in writing and shall provide the employee with a reasonable opportunity to improve, before taking any job-related action against the employee.

Section 19.05 Probationary Employees Use of Leave
Probationary employees may use personal days as set forth in the Employee Handbook.

ARTICLE XX. Reductions in Force

Section 20.01 Lay Off, Bumping and Recall.
Current City policy shall be followed.

ARTICLE XXI. Discipline

Section 21.01 Discipline Purpose

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the Department is for the most part "self-discipline." It is the duty of each employee to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the Department and the City. Each employee is expected to be self-disciplined, to work hard at being the best at what they do, and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for supervision to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 21.07.

Section 21.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct or negligence will generally follow the steps identified below. The City may deviate from these steps for good cause, including but not limited to consideration of the employee's overall performance history, active disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance. Factors considered by the City in deviating from the progressive steps set forth below shall be explained in writing and provided to the employee.

(a) Counseling. Counseling is a supervisor orally discussing an employee's inappropriate behavior. A written record of the counseling shall be recorded in the employee's departmental file.

(b) Verbal Warnings. A verbal warning is an oral reprimand given to an employee by any supervisor. A written record of the warning shall be recorded in the employee's departmental file.

(c) Written Reprimand. A written reprimand is a formal warning provided in writing to an employee by any supervisor, which shall be recorded in the employee's personnel file.

(d) Suspension. A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. Only the Police Chief shall have the authority to issue suspensions without pay. An employee placed on suspension shall not be present at their work site without written permission from the Police Chief (except to participate in grievance proceedings). A written record of the circumstances leading to the suspension shall be placed in the employee's personnel file.

(e) Discharge. Discharge is the removal of an employee from City employment. Only the Police Chief shall have the authority to discharge employees.

Section 21.03 Copying Disciplinary Records

Employees may make copies of items in their personnel file, with prior notice to the Police Chief or his or her designee. Pre-hire background investigations, psychological profiles, and polygraph examination results shall be excluded from coverage under this Section.

ARTICLE XXII. Internal Investigations

Section 22.01 Administrative Investigations

The process for administrative investigations and any issuance of discipline shall comply with 590.502 RSMO (2021). Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall:

(a) Notify the bargaining unit member in writing, no less than 24 hours prior to any interview. The notification shall specify (i) the nature of the complaint, and any specific allegations against the employee; (ii) the complainant's name, if known, unless disclosing such name may jeopardize the investigation; and (iii) the name and phone number of the investigator.
(b) Mechanically or digitally record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.
(c) Provide a Garrity warning to all employees who are ordered to provide statements.
(d) Complete the investigation within a reasonable period of time.

Section 22.02 Outcome of Investigation
Within 5 days of the conclusion of an investigation, management shall inform the employee and the Lodge of the outcome of the investigation in writing. This notice shall include any recommendation for further action, including discipline.

ARTICLE XXIII. Grievance Procedure

Section 23.01 Filing Grievances
A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation. Any grievance to be filed shall include the employee's permission to file and require the matter to impact the individual employee personally.

Section 23.02 Resolution at Earliest Possible Step
The parties desire to resolve grievances at the earliest possible step and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 23.03 Waiver of Additional Process, When
In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 23.04 Filed Within 15 Days
All grievances must be brought to the attention of management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 23.05 Step One
Grievances at the first step shall be filed with the appropriate Captain. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Captain shall countersign and date the grievance when it is submitted. Within ten

(10) calendar days after receiving a grievance, the Captain shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 23.06 Step Two
If the matter is not satisfactorily resolved at Step One, the Lodge or the aggrieved employee may appeal the grievance to the Police Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Police Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 23.07 Step Three
If the matter is not satisfactorily resolved at Step Two, the Lodge or the aggrieved employee may appeal the grievance to the City Manager or the City Manager's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 23.08 Step Three Hearing
The parties may mutually agree to hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. At such hearing, the parties shall have the right to call and cross-examine witnesses and submit evidence in support of their respective positions. The City Manager or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days after the Step Three hearing, or within ten (10) calendar days after the grievance is submitted at Step Three if no hearing is requested. The written decision shall explain the reasons for any conclusion reached.

Section 23.09 May File at Step Two, When
In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 23.10 Lodge Shall Represent
The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process.

Section 23.11 Time Limits
The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days.

ARTICLE XXIV. Labor Management Committee

Section 24.01 Labor/Management Meetings
There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Lodge. The parameters of such committee shall be considered during the first year of this agreement and made an addendum to this agreement when approved by both parties.

Section 24.02 Labor/Management Committee Cooperative Basis

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. No discussion in labor management meetings shall serve to amend or replace contract terms or be considered to be part of good faith bargaining conditions.

Section 24.03 Request for Meeting
A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

ARTICLE XXV. General Provisions

Section 25.01 Uniforms and Equipment
The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP). The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.

Section 25.02 Policies to Be Available
The City will make all policies and memos which contain directives that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 25.03 Outside Employment
Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Chief, identifying the other employment for consideration and approval. Employees shall report updates of outside employment to the Chief and shall submit outside employment requests when the employment or conditions of employment change.

Section 25.04 Uncompensated Work Prohibited
Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

ARTICLE XXVI. Training

Section 26.01 Pay for Training
Training directed by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the city approved FLSA cycle. Time spent in such training over and above the employee's regular work period shall be considered overtime provided it exceeds the overtime time limits and compensated at the rate of one-and-one-half times the member's normal rate of pay. All costs associated with the training shall be paid by the Department.

Section 26.02 Meal Reimbursement
The City shall provide each employee covered by this Agreement with a per diem for each meal consistent with the City's travel policy.

Section 26.03 Travel Time
Travel time to attend training shall be paid in accordance with the provisions of the FLSA.

Section 26.04 Training Day
Employees covered under this Agreement who are assigned to the overnight patrol shifts, who are attending training hours during the day, will not be required to work the night before training or the night shift on the day of training, unless the Chief determines that the staffing is needed due to operational needs of the department.

ARTICLE XXVII. Complete Agreement

Section 27.01 Complete Agreement
The parties acknowledge that during negotiations which resulted in this Agreement, 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 bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXVIII. The parties acknowledge that this

Agreement represents all of the obligations to engage in good faith negotiations and that no further obligations are required by the City during the term of the Agreement or any extension thereof.

Section 27.02 Savings
If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

ARTICLE XXVIII. Term of Agreement

Section 28.01 Effective Date

This Agreement shall become effective upon the successful vote of the Lodge and passage by the City Council. However, the new pay plan in Section 9.01 and the following sections, 9.05, 9.12, 11.02, and 14.03, are contingent on the successful passage of a one-half cent sales tax, after which these aforementioned sections shall become effective when the pension plan actuary certifies the pension plan is 120% funded, and shall remain in effect through December 31, 2031, without any reopeners. Section 14.03 shall be effective upon successful passage of the tax. In the event the tax does not pass, the parties shall re-open negotiations on wage increases only. The parties may re-open the Agreement by a signed mutual agreement, but are not obligated to do so. At least sixty (60) days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. This Agreement may be extended by the parties beyond its termination date for periods of no longer than sixty (60) days, provided negotiations are continuing. The parties agree to submit any disputes to mediation if an impasse is reached.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

Nicholas Edwards,
City Manager

_____
On behalf of
The City of Joplin, Missouri

Date: _____

Thomas Bowin,
Treasurer

_____
On behalf of
The FOP, Lodge #27

Date: _____