



**CITY OF COLUMBIA, MISSOURI**

**AND**

**COLUMBIA POLICE OFFICERS ASSOCIATION**

**FRATERNAL ORDER OF POLICE LODGE #26**

**October 1, 2023 – September 30, 2028**

**LABOR AGREEMENT**

**POLICE OFFICERS' BARGAINING UNIT**

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# **Article I. Preamble**

## **Section 1.01 Parties and Definitions**

The parties to this agreement are:

- LODGE: the Columbia Police Officers Association, Fraternal Order of Police Lodge #26 and its representatives, herein called "Lodge," and
- CITY: the City of Columbia, Missouri, herein called "City," including the Columbia Police Department, herein called "Department."

This agreement will be referred to as "the agreement" or "the contract." The term "Chief" refers to the Chief or Acting Chief of the Columbia Police Department.

The parties agree that this Agreement has been reached as a result of their good faith efforts to satisfy their obligations under Missouri law, that the Lodge has presented a comprehensive collective bargaining agreement proposal, that the parties have met, discussed, and agreed upon a resolution of those issues impacting terms and conditions of employment.

## **Section 1.02 Conflicts**

- A. The following will be collectively referred to as the City Personnel Policies and Procedures:
  1. Chapter 19 of the Code of Ordinances;
  2. The Supplemental Administrative Rules to City Code of Ordinances Chapter 19, promulgated pursuant to Section 19-27 ("Chapter 19 Administrative Rules");
  3. Columbia Police Department's Policy Manual.
- B. Unless expressly modified by this agreement, the City Personnel Policies and Procedures, the City Personnel Policies and Procedures shall be controlling.
- C. Except as described in this section, the City retains its exclusive authority and discretion to amend any provision of the City Personnel Policies and Procedures as it deems necessary or desirable. Unless otherwise agreed to by the Lodge, the Members shall not be bound by any amendment to the City Personnel Policies and Procedures that materially and adversely affects the Member's compensation

and leave time; this sentence, however, does not limit the City's authority to make reductions in force pursuant to Section 19-211 of the Code of Ordinances as modified by Section 17.01 of this Agreement.

- D. The City agrees to meet and confer with the Lodge concerning proposed modifications to Chapter 19 of the Code of Ordinances for the purpose of discussing proposals before a public vote of the city council. The city will provide notice of any proposed changes seven calendar days before the first reading before city council required by Section 19-81 of the Code of Ordinances.
- E. Where an issue is not addressed in the contract, or the parties cannot agree on the meaning of the contractual, either party may request a meeting in accordance with Section 4.07. In addition, the Lodge may file a complaint under Section 19-238 of the Code of Ordinances either before or after a meeting pursuant to Section 4.07.

### **Section 1.03 Open Bargaining Items**

The Lodge and City agree that throughout the collective bargaining process, certain items were discussed, but the parties were unable to reach an agreement. The following issues were left open, with the intent to engage in good faith bargaining:

- The rule of five in the promotional process established under Section 8.01(d).
- The removal of the promotional list with under five candidates (Section 8.01(d)).
- Removal of notification of length of time of duty assignments in Section 6.01(B)(e)
- Missouri LAGERS Public Safety Plan;
- 2% match for deferred compensation;
- Police Retirement Fund

The Lodge and City agree to good faith bargaining on these issues in 2024 in accordance with Section 19-25 of the Code of Ordinances, with the exception that negotiations on salaried compensation shall take place as indicated in Section 10.02. Any agreements reached must be approved in the same manner as this agreement and, upon approval by the Members and the City Council as described in this agreement, shall be an amendment to the terms of this agreement.

## **Section 1.04 Operational Needs**

The term “operational needs” shall be defined as matters affecting the core functions of the Department which, if unmet, would create the potential for a breakdown of critical police services.

## **Article II. Recognition**

### **Section 2.01 Bargaining Unit**

The City recognizes that at the time of this agreement the Lodge is the exclusive bargaining representative for all sworn police officers below the rank of Lieutenant except in the classifications of Airport Safety Officer, Airport Safety Supervisor, Park Safety Officer and Park Safety Supervisor. These police officers will be collectively known as the members of the bargaining unit or the “Members.”

The Lodge recognizes that should the Members disaffiliate with the Lodge or Fraternal Order of Police that the terms and conditions contained within this Agreement will not automatically be transferred to whatever authorized bargaining agent, if any, assumes the representation of the Members. If the new entity is established as the exclusive bargaining agent of the Members as recognized by law, the City recognizes it would have a duty to negotiate in good faith with the new entity and in any such negotiations, the City reserves the right to honor none, part, or all of this Agreement at its discretion.

### **Section 2.02 Added Classifications**

In the event any new full-time sworn job classification is added to the Department outside of park safety and airport safety positions with a rank below that of Lieutenant, the Lodge and the City will negotiate in good faith on representation of the new classification. If the position is added to the bargaining unit, the City shall further bargain with the Lodge regarding the pay, terms, and conditions of employment for the newly added classification.

### **Section 2.03 Non-Discrimination**

All 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, gender identity, ancestry, military service status, Lodge membership status, lawful Lodge activities, genetic

information, marital status, political affiliation, political activity consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

## **Article III. Management Rights**

### **Section 3.01 Management Rights**

- A. The management rights of the City and the Department are governed by Section 19-26 of the City Code of Ordinances.
- B. It is further agreed that this Agreement shall not bind the City from, in its sole discretion, exceeding the terms set forth herein. The Lodge agrees that the City's exercising of such discretion shall apply only to that specific circumstance, and shall not be construed as precedent setting.

### **Section 3.02 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 Orientation**

The City agrees that all new personnel hired to fill represented positions shall be given an opportunity to meet with a Lodge representative during police orientation. The department and Lodge will agree to a date at which time the Lodge will provide lunch. The provided lunch shall be attended by all new hires on a voluntary basis. During this lunch, information related to the Lodge will be provided.

### **Section 4.02 Bulletin Boards**

The City agrees to allow the Lodge to maintain an enclosed bulletin board in the break room, or other agreed upon location, within each police building that is manned on a full-time basis. The bulletin board shall be for the exclusive use of the Lodge. The content shall not violate City Personnel Policies and Procedures as exist at the time of execution of this proposal, including Section 19-39 of the Code of Ordinances, which



prohibits the use of equipment or resources of the city for political activity. Posting of the Lodge notices shall, therefore, be restricted to:

1. notices of Lodge recreational and social affairs;
2. notices of Lodge elections;
3. notices of Lodge appointments and results of Lodge elections;
4. notices of Lodge meetings;
5. other notices of bona fide Lodge affairs which are not political candidate endorsements or generally libelous in nature.

### **Section 4.03 Dues Deduction**

- A. The Lodge has requested that Lodge membership fees and dues be deducted from the biweekly pay of each employee who individually authorizes the deduction in writing. The City will deduct the Lodge membership fees and dues from those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the City prior to the first day of the month are to be effective during the succeeding month.
- B. Dues are to be deducted from each paycheck and are to be remitted for deposit directly to the Lodge's General Fund with an itemized statement being sent to the Lodge Treasurer within fifteen (15) days after the deductions have been made.
- C. The City may deduct, as a service fee, 10 cents per participating employee per pay period from the total monthly remittance to the Lodge's General Fund.
- D. An employee may cancel or revoke the authorization for check off deductions by written notice to the City and the Lodge. The cancellation is to become effective one month subsequent to the request for such cancellation.
- E. The Lodge shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Lodge to the City pursuant to the provisions of this Section or in reliance upon any other information provided by the Lodge to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

## **Section 4.04 Lodge Business**

Lodge shall select up to 8 members as its Collective Bargaining Team.

The city shall pay these representatives for time spent in formal meet and confer sessions and quarterly meetings if occurring in normal working hours. Subject to staffing needs of the Department on the day of the meeting, for employees scheduled to work on the day of the meeting, the Department may shift the employees schedule to allow the employee to attend the meeting on work time. The Lodge agrees that attendance at these meetings cannot be in working hours if the attendance during working hours will result in overtime for the officers involved. Employees attending meetings during work hours are subject to callout.

## **Section 4.05 Member Consultation with Lodge Representative**

- A. The City may discharge, suspend or otherwise discipline a Member for violations of the City Personnel Policies and Procedures for just cause and with due process in accordance with Section 590.502 RsMO, Chapter 19, Article VI, Divisions 6 and 7 of the Code of Ordinances and Department Policy Manual, Policy 1020. If asked by a Member, a representative of the City will advise the Member whether an investigative examination may result in disciplinary action against that Member and whether the discipline may rise to the level of demotion, suspension or discharge
- B. All employees subjected to interviews that could result in discipline have the right to have one (1) uninvolved representative present during the interview. A Member will not be punished for making such a request for representation. The Member shall have up to 48 hours to secure representation, except that on express approval of the Chief or acting chief on a case-by-case basis, the time may be limited to address the needs of the investigation, with the limited time being at least ninety minutes. However, nothing in this section shall prevent the Department from asking questions necessary for the protection of the public at any time. The reasons for requesting and granting the shorter time will be included in the investigation report.
- C. The representative of the employee shall not be:
  - 1. A witness of the administrative investigation which is being conducted concerning the employee, or
  - 2. The subject or potential subject of an administrative investigation, or

3. Involved in either the employee's administrative or criminal investigation, or
  4. A supervisor in the chain-of-command of the employee.
  5. A family member of the employee.
- D. In order to maintain the integrity of each individual's statement, involved employees shall not consult or meet collectively or in groups prior to being interviewed.
- E. The attorney or representative's role shall be restricted to that of an advisor to the employee, and not as a participant in the questioning or investigation. The employee's representative may not interfere with the questioning or investigation.
- F. It is agreed that having an attorney or authorized Lodge Representative present does not negate the Member's responsibility to participate in the investigative process during the disciplinary proceedings. The Lodge representative may observe the interview, , and may confer privately with the Member. The Lodge representative shall not delay, obstruct, or interfere with the interview, and should such circumstances occur, the Member may be disciplined for refusal to participate.
- G. The Lodge Representative with whom the Member consults under this provision shall not be subject to questioning or interrogation by any employee of the Department .

#### **Section 4.06 Release of Lodge Relevant Information**

Upon request from the Lodge the City will provide all public records in accordance with Missouri law and City ordinances and policies regarding costs.

#### **Section 4.07 Quarterly Meetings with Management**

- A. The Chief and the Lodge will meet at the request of either party to discuss issues that have been brought to Lodge representatives by the members and other issues of concern relating to the operations of the Department. Either party may defer issues to the meet and confer process established by Chapter 19 of the Code of Ordinances. Tentative agreements regarding changes to the Code of Ordinances or City regulations will not be binding until approved by the official(s) with authority under the City charter and/or the Code of Ordinances.

- B. Only the following authorized personnel may attend: Chief or designated command staff member(s), elected officers and the Lodge General Counsel. Others may attend if mutually agreed by the Chief and all Lodge representatives attending the meeting.
- C. Postponement of scheduled meetings may be requested by either party. Consent to postponement will not be unreasonably withheld when considering the circumstances causing the request and the length of the delay. The party requesting the postponement shall provide alternate dates at the time the postponement request is made unless prevented by immediate circumstances, in which case the alternate date will be provided as soon thereafter as is reasonably practical. The City shall continue to pay Members as established in section 4.04.

### **Section 4.08 Shift Representatives**

Not later than thirty (30) days after the patrol shift changeover each year, the Lodge shall provide the Department with a list of members, not to exceed ten police officers and sergeants, who shall serve as official Shift Representatives until the patrol shift changeover the following year. Representatives shall be selected according to the process determined by the Lodge. One on-duty Shift Representative per shift may attend one Lodge meeting per month provided the following requirements are met:

- a. The meetings are limited to one per calendar month.
- b. The meetings are not held on weekends including any time after 5:00 P.M. on Friday, or on training days for the shift or the individual.
- c. Prior to attending the meeting, the Shift Representative will inform the supervisor and Joint Communications that the Shift Representative will be unavailable. The Shift Representative's supervisor shall allow the Shift Representative to attend the meeting unless attendance will interfere with the department's ability to address call volume or other imminent needs. Should a shift representative believe that he or she has been improperly prevented from attending the Lodge meeting, the shift representative or Lodge may raise the concern with the Chief. If the chief agrees the shift representative should have been allowed to attend, the Chief will issue additional guidance to the supervisor to assure appropriate application of the standard.

- d. If the representative's shift is still on duty at the conclusion of the meeting, the Shift Representative will return to duties as soon as the meeting adjourns, with attendance limited to a maximum of ninety (90) minutes, at which time the Shift Representative will inform Joint Communication that the Shift Representative is available.
- e. The Shift Representative must provide the department with a phone number capable of receiving both text and phone calls, and must respond immediately to any message from Department personnel. In addition, the shift representative will return to duty if requested by his or her supervisor, as needed to address call volume or other imminent needs of the Department.
- f. The Shift Representative must comply with Section 19-39 of the Code of Ordinances, which prohibits employees from "engag[ing] in any political activity while on duty or in uniform."

## **Article V. Job Descriptions**

### **Section 5.01 Job Descriptions**

The City shall maintain job descriptions for all classifications within the bargaining units. Electronic copies of job descriptions for all covered classifications shall be made available online.

## **Article VI. Duty Assignments**

### **Section 6.01 Vacancy Posting and Selection for Full-Time and Part-Time Duty Assignments**

- A. When there is a vacancy in any any of the following duty assignments, the Department shall notify all officers of the vacancy via e-mail.
  - 1. Detective, including vice, narcotics and organized crime, but excluding undercover or covert assignments
  - 2. Traffic Officer
  - 3. Street Crimes Unit
  - 4. S.W.A.T.
  - 5. Crisis Negotiation Team
  - 6. Training Unit

7. Bomb Technician
8. Drone Pilot
9. Canine Unit
10. Internal Investigations
11. School Resource Officer
12. Downtown Unit.

The Department may create additional duty assignments from time to time. Nothing in this section prevents the Department from assigning specific duties to particular selected officers. The determination of whether to assign specific duties to particular selected officers or to create a duty assignment subject the requirements of this section is a management right.

B. The posting shall:

- a) Identify the vacant or new assignment by name and the rank of the position,
- b) Provide a description of the duties and expectations of the assignment,
- c) Identify the date and time by which applications for the assignment must be received and the person or office to which the applications should be delivered,
- d) Provide the entry qualifications for the assignment,
- e) Indicate whether the assignment is permanent, indefinite or for a specific period of time, and if indefinite the expected length of assignment,
- f) Be open for a minimum period of ten calendar days,
- g) Describe the selection process.

The department may post assignments as permanent, indefinite or for a specific period of time. An assignment for a specific period of time will not be extended but an officer holding the position may apply if the position is reposted at the end of the term. The length of all assignments are subject to performance and the needs of the department. Removal for performance, including misconduct, must be based on documentation in the performance log, evaluation or disciplinary action.

- C. An application will not be considered if received after the deadline. All postings will be reviewed in advance by the Chief or the Chief's designee. All candidates meeting minimum qualifications will be allowed to go through the selection process.
- D. The Chief or the Chief's designee will utilize a selection process that is based on the position to be filled. As part of the selection process, an applicant's Internal Affairs record and job evaluations may be among those matters considered. The

selection process shall conclude with a roster of candidates who meet the qualifications for the assignment. Each position will be reviewed annually prior to the bid process for reassignment and/or renewal purposes.

- E. The Chief or the designee will select an officer who meets the entry qualifications for the assignment unless the Chief or the designee determines that no candidate who meets the entry qualifications for the assignment is satisfactory. In the event that no candidate meeting the entry qualifications for the assignment is satisfactory, the assignment may be reposted with or without modifications.
- F. If an applicant is not chosen for the assignment the applicant may request to meet with the person who was responsible for making the selection to discuss ways in which the candidate can better prepare for future openings.
- G. Officers who hold part-time assignments may hold multiple part-time duty assignments, so long as no unreasonable conflict exists among the positions held.
- H. Undercover or covert operations assignments may be made by the Chief or the Chief's designee without restriction.

## **Section 6.02 Relatives and Duty Assignments**

Members may be assigned to work on the same shift or in the same work unit as a relative or another employee with whom the member has a romantic or sexual relationship, so long as: (1) neither employee has evaluative or supervisory authority over the other; and (2) the employees do not report to the same immediate supervisor. Such assignments shall not be deemed to present an inherent conflict of interest; and such assignments shall not be deemed to constitute a violation of City Administrative Rule or Columbia Police Department Policy. The intent of this provision is to clarify and confirm that relatives shall not be prohibited from working on the same shift, or in the same unit, on account of their relationship if they are not in one another's chain of command and they are assigned to different supervisors.

## **Article VII. Hours of Work**

### **Section 7.01 Patrol Schedule Determination**

The Chief or Chief's designee will determine the appropriate shift schedules based on the operational needs of the department. The shift schedule may be reevaluated

annually to coincide with the bid process, except that the Chief may adjust the starting and stopping time of any shift or specific officers within a shift based on operational needs at any time of the year in accordance with Section 7.02. The Department or the Lodge may initiate discussions regarding changing the schedule, but such request must be made by September 1st. If a timely request is made by either the Lodge or the Department the parties shall meet to discuss the proposed changes. In the event the Department decides to change the schedule, or denies the Lodge's request to change the schedule the Chief, or designee, shall provide in writing:

- a) The reason for the schedule change, or
- b) The reason the requested change was denied

### **Section 7.02 Patrol Schedule Changes**

If the Department determines that there is an operational need that would require a change in the Patrol schedule after the shift assignments are finalized and announced, including but not limited to adjusting the starting and stopping time of any shift or specific officers within a shift based, the Department shall provide in writing, via email:

- a) The reason for the schedule change
- b) The anticipated duration of the change, if reasonably known
- c) The effective date of the change

The Department will provide as much notice as possible about the schedule change. In the event the Department cannot provide at least 30 calendar days' notice the City Manager shall approve the change before it can take effect.

### **Section 7.03 Non-Patrol Schedule**

Sergeants and Officers who are not assigned to the Patrol schedule will have their schedules determined by their commanders based on the various needs of the individual units. If the schedule in these units is changed the Department shall provide in writing, via email:

- a) The reason for the schedule change.
- b) The anticipated duration of the change.
- c) The effective date of the change.



## **Section 7.04 Shift Bidding Process**

Officers and sergeants assigned to Patrol shall complete a bidding process annually, to be completed by December 1st. The bid process shall begin no earlier than October 1st unless agreed to by the Lodge. If a Member in a non-Patrol (beat) assignment intends to request to leave their assignment and enter the bid process he/she shall notify the chain of command no later than September 1st of their request to bid. Assignments which are rotational in nature shall have their rotations coincide with the bid process. The process will be conducted as follows:

- The annual shift bidding process shall be completed by December 1st and the shift assignments finalized and announced within 14 calendar days of the completion of the bid.
- The order of the bid will be based on seniority. Once the bid is completed the shift assignments will be announced, via email, no later than 14 calendar days after the bid is completed.
- New shift assignments shall become effective within the first 90 days of the new calendar year.
- The Chief or designee shall have the right to assign any Member who enters service or moves into a new assignment to an appropriate shift until the next bidding process is completed.

## **Section 7.05 Shift Transfers and Reassignments**

- A. If a Member is involuntarily removed from an assignment for disciplinary reasons he/she shall be placed in a vacant roster position to be determined by the Chief, or designee.
- B. If a Member is involuntarily reassigned for reasons other than discipline, Command Staff will attempt to conduct the reassignment as close to the bid process as possible.
- C. If a Member is involuntarily reassigned for reasons other than discipline or a Member voluntarily transfers to a Patrol (beat) assignment from a non-Patrol assignment outside the established bid process and timeline, the Member will choose from currently vacant roster positions as indicated below.

- D. A Member may request another Member who is assigned to patrol and has the same rank to voluntarily transfer. Such transfers are subject to the approval of command staff but will only be denied if it is anticipated that the transfer will adversely affect operations. If denied, the reasons for the denial will be provided in writing. The transfer may be conducted in either of two ways.
1. If the Member receiving the request agrees to transfer, the Member making the request will fill the position of the transferring officer and the transferring officer will fill the position of the requesting officer.
  2. If the Member receiving the request agrees to transfer, the Member making the request will fill the position of the transferring officer. The transferring officer will be treated as a voluntary transfer and may choose from vacant positions as indicated below.
- E. Prior to an employee voluntarily transferring or being involuntarily reassigned for reasons other than discipline, the Assistant Chief over the Operations (Patrol) Bureau, or designee, will provide the employee with a list of vacant positions that are available to the employee. The list of vacant positions will be provided by the department prior to the time of the transfer or reassignment being effective. The list will be based on the deployment needs of the department at that time.
- F. When an opening on a shift becomes available and the Department chooses to fill that position outside of the bid process, the Assistant Chief over Operations Bureau, or designee, will announce the opening via email and any Member with the appropriate rank may apply for the vacancy. The Member with the highest seniority will be allowed to move to the vacancy.

## **Section 7.06 Meal Breaks**

The Department shall make a reasonable attempt to allow all Officers and Sergeants a thirty (30) minute paid meal break during their normal work shift. All Officers and Sergeants assigned to a shift of ten (10) hours or more shall receive two (2) additional fifteen (15) minute paid rest breaks per shift worked, where reasonably feasible. All breaks may be interrupted or cancelled due to work demands or when an unexpected circumstance arises that requires staff to be immediately available.

## **Section 7.07 Training Meal Breaks**

The Department shall provide a paid meal break of at least 30 minutes for attended training that lasts 8 hours or more. In the event the training requires travel to another location, the allotted break shall include sufficient time to travel and a minimum of 30 minutes for the paid meal break, if the travel and meal break occur together. This section does not apply to training that requires an overnight stay.

## **Section 7.08 Duty Trade**

Members assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from the Chief or designee. If the answer is a denial of the request the answer shall provide specific reasons why the request could not be approved. Trades must occur within the same pay period. All such trades shall be purely voluntary between the members involved, and both members shall be paid for the hours they actually work.

# **Article VIII. Promotions**

## **Section 8.01 Sergeant Promotions**

A promotional list shall be created annually.

- a) The promotional process shall begin with a written examination, to be acquired from an outside entity.
- b) The promotional process for promotion to sergeant will include an oral interview conducted by an Oral Board consisting of at least three people selected by the Chief or the Chief's designee. The City will schedule at least one external law enforcement professional at or above the rank of sergeant for the Oral Board and include a representative of the Human Resources Department.

The Chief and the president of the Lodge may agree to replace the external law enforcement Oral Board member with a person who is not an employee of the City of Columbia and who has significant law enforcement experience or to waive entirely the requirement for an external professional; the agreement must be in writing, signed by both and approved as to form by the City Counselor.

If the external law enforcement professional, or that professional's replacement, accepts the request to participate on the Oral Board but later withdraws from

participation, any additional attempt to get a replacement is at the sole discretion of the City based on whether there is a reasonable probability of getting a replacement without causing delay to the Oral Board or undue burden on the City staff.

The Oral Board shall interview and score all candidates. The representative of the Human Resources Department shall attend meetings of the Board and shall facilitate the interviews. .

- c) At the Chief's or the Chief's designee's discretion, the testing process may also include skills tests or other practical examination components, in addition to the written examination.
- d) The Oral Board shall provide its interview scores to the Human Resources Department. The Human Resources Department shall prepare a list of the top candidates, in scoring order, based upon the overall combined scores received on the written and oral portions of the promotional process, and any practical or skills-based tests the Chief chooses to include in the process. The Human Resources Department shall provide the final ranked list to the Chief. For each opening, the Chief shall select the candidate to be promoted from among the top five candidates on the list at that time. Where more than one position is to be filled, the sixth candidate on the list shall move into the fifth position after the first successful candidate is selected, and so on. In determining which candidate(s) to promote, the Chief may review candidate personnel files and in making a decision shall consider each applicant's position on the list, leadership traits, teamwork, professionalism, work ethic, history of meeting organizational goals, overall job performance, and creativity.
- e) Once the promotional process is complete and the Human Resources Department provides the Chief with final ranked list of candidates with scores, applicants will be notified of their status. The city will provide each candidate his or her results in a format similar to the form attached as Appendix A. The criteria may be modified from time to time to satisfy the needs of the City, and the form will be updated to be consistent with the criteria.
- f) Each list created during a promotional process shall remain active following the certification from the Human Resources Department until the next promotion list is certified by the Human Resources Department.

- g) Rules regarding promotional eligibility and additional details of the promotional process are set out in City policy.
- h) When a candidate is passed over for promotion as provided herein, the candidate may request to meet with the Chief or the Chief's designee to discuss ways in which the candidate can better prepare for future promotional opportunities. Upon receiving the request, the Chief will either (1) meet with candidate, (2) meet with the candidate and another member of management who may be able to provide feedback, or (3) arrange for the candidate to meet with the member of management that, in the opinion of the chief, is best able to provide the necessary feedback.
- i) Members shall be compensated for time worked during the testing and interviews conducted during the promotional process if during the Member's work hours.

## **Article IX. Transitional Duty Assignments**

### **Section 9.01 Offering and Acceptance of Transitional Duty**

Members who are not currently qualified to perform the essential functions of his or her regular employment position due to a temporary medical issue may perform and be compensated for transitional duty if meeting the criteria established in the Transitional Duty Policy issued by the City Manager on June 8, 2016 (effective July 1, 2016). Performance of transitional duty shall be governed by that policy. If a transitional duty position in the Department is open, the Member will be placed in that position if the City determines that the Member's medical restrictions allow the Member to fill the position and the Member meets the position's requirements for hours and days of work, knowledge, skills and abilities as indicated on the transitional duty assignments approved by Human Resources.

## **Article X. Wages**

### **Section 10.01 Pay Adjustments**

The City will make the following pay adjustments for Police Officers and Police Sergeants, including those employees of the City represented by Columbia Police Officers Association, Fraternal Order of Police Lodge #26 at the beginning of Fiscal Year 2024.

- A. The minimum starting Police Officer pay will be increased to \$27.50 per hour.
- B. At the beginning of Fiscal Year 2024, Police Officers will be given the greater of a 2% across the board increase or adjustment to the new minimum hourly pay.

## **Section 10.02 Wage Reopener**

Annually beginning in 2024, in accordance with Section 19-25 of the Code of Ordinances, the City and the Lodge shall engage in good faith negotiations on the issue of salaried compensation. Any agreements reached must be approved in the same manner as this agreement and, upon approval by the Members and the City Council as described in this agreement, shall be an amendment to the terms of this agreement.

## **Article XI. Overtime**

### **Section 11.01 Two-Week Work Periods / Overtime after 80 Hours Pay Status**

Pay will be in accordance with section 19-96 of the Code of City Ordinances. As stated in Section 19-96 of the Code of Ordinances, overtime work shall be kept to a minimum and supervisors may limit or alter the scheduled hours of Members in order to avoid or limit the accrual of overtime. In making such adjustments, the supervisor will assure the staffing needs of the department are fully addressed. This paragraph is subject to approval of appropriations for this purpose by City Council.

### **Section 11.02 Call-In Duty**

- A. All Members who have left their normal place of work for their residence or elsewhere, including leaving for scheduled days off or leave time, who are called back to work shall be paid an amount calculated in accordance with Section 19-98 of the City Code or Ordinances. Whether a Member is eligible to be called in following use of sick leave will be determined on a case-by-case basis by the supervisor requesting the call-in based on the reason for the leave (illness or routine appointment), the nature of the illness and the reason for the call-in.
- B. Officers must provide the department with phone numbers capable of receiving both text and phone calls and must respond at the earliest opportunity to any message from Department Personnel regarding call-in for duty. It is agreed that checking texts or voice messages for a call-in request is a de minimis activity for purposes of the Fair Labor Standards Act.

### **Section 11.03 Duty-Related Phone Calls**

Members who receive one or more phone calls from any Department supervisor (Sergeant through Chief), or their designee, while off-duty, which call(s) lasts longer than seven minutes, in a 1-hour period, and which concerns a job-related issue, shall be compensated for a minimum of fifteen minutes. Each additional fifteen minute increment shall also be compensated if more than seven of the fifteen minutes is spent on job related issues. Members may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation. Reports and timekeeping shall be completed on the next shift unless otherwise directed by a supervisor.

### **Section 11.04 Draft Eligible Special Events or Assignments**

- A. Any assignment or special event that will utilize a selection process to mandate a member to work who did not freely sign up shall be considered a draft eligible assignment or special event. All draft eligible assignment or special event shall be posted as soon as possible with the notice "Draft Eligible" clearly discernible on the sign-up sheet and/or email, as time allows.
- B. All identified alternate members for a draft eligible assignment or special event that are required to be available to be called in shall be paid according to the city's on-call policy.
- C. Members shall be compensated at two times their normal hourly rate for time they are required to work at for profit special events with less than twenty-one (21) days notice.

### **Section 11.05 Court Standby**

Members who are required to remain available and are subject to call-in for court purposes while court proceedings are occurring on their scheduled day off (whether by subpoena, by order of the Court, or at the request of the prosecuting attorney) shall be considered as being on standby pay duty under Section 19-97.

## **Article XII. Health and Welfare**

### **Section 12.01 Insurance Provided**

The City shall offer health, vision, dental, life and long-term disability insurance to members on the same terms as those benefits are offered to non-represented employees of the City.

The City shall have the right to change plans and/or carriers, to increase or decrease premiums, co-pays, and benefits available under an existing plan. Before any change is implemented, the City shall hold voluntary meetings open to Members and post a video of a meeting on the City's intranet site (MyColumbiaMo.com).

### **Section 12.02 Life Insurance**

The City shall maintain life insurance coverage in the amount one and a half times the Members annual salary up to a maximum of \$50,000 for each sworn officer and sergeant. The City shall pay 100% of the premium for this benefit.

### **Section 12.03 Vaccinations**

The City shall continue to make Influenza and Hepatitis B vaccinations available at no charge to members.

### **Section 12.04 Retiree Healthcare**

The City may offer health insurance to retirees, at the retirees' expense. It is not the intent of the parties for the City or current members to subsidize the cost of retiree coverage.

### **Section 12.05 Fitness Examinations**

The City may require medical examinations in accordance with Section 19-46 of the City Code of Ordinances for the purpose of determining fitness or continued ability to perform essential functions of the employee's job, and may take such action as allowed by the ordinance and applicable state and federal law.

### **Section 12.06 Drug and Alcohol Use**



The Chapter 19 Administrative Rules shall be amended as attached hereto as Exhibit A and shall be controlling for alcohol and drug use and testing.

## **Article XIII. Retirement Benefits**

### **Section 13.01 Police Pension**

The City shall continue the current retirement program as listed in City Ordinance the year of this contract's adoption currently in City Code or Ordinances Chapter 18 Article II Division 1, Division 2, Division 4 and Division 5.

### **Section 13.02 Deferred Compensation Plans**

The City shall offer a 457 Deferred Compensation plan.

## **ARTICLE XIV. Paid Leave**

### **Section 14.01 Vacation, Sick Leave and Floating Holiday Accrual**

Holidays, Vacation, Sick Leave and Floating Holiday time shall be known as Paid Leave (PL). PL accrues in accordance with Sections 19-121, 19-129 and 19-130 of the Code of Ordinances. Eligible full-time members shall accrue PL hours each pay period at the same specified rates as all full-time city employees.

Once leave is approved, such approval may only be rescinded by the Chief and such decision to rescind the previously approved leave shall be documented as soon as practical in writing and provided, via email, showing why rescinding the approved leave is necessary for the operations of the Department.

### **Section 14.02 PL Scheduling**

- A. Requests for use of vacation, floating holiday, compensatory time, and scheduled sick leave for doctor/dentist appointments must be submitted through the POSS system to the appropriate supervisor for approval prior to taking the time off. For scheduled doctor/dentist appointments, actual time used may be reported upon return when the duration of an appointment is unknown. Unscheduled sick leave should be reported in the POSS system as soon as possible after the use of the leave.

- B. All leave requests for vacation, floating holiday, and compensatory time are to have prior approval. No leave requests for vacation, floating holiday, and compensatory time will be approved prior to 90 days before the scheduled time off without the approval of the Chief or the Chief's designee.
- C. In responding to leave requests for vacation, floating holiday, and compensatory time, the City may consider past approvals when staffing is an issue. In all cases, leave will not be granted unless adequate staffing as determined by the Bureau Commander (Assistant Chief) is maintained. If a request for leave is denied, the reason for the denial will be communicated through POSS at the time of the denial.

### **Section 14.03 PL Pay**

Pay in lieu of taking time off for PL shall not be allowed except as allowed per City Personnel Policies and Procedures, including Sections 19-121 and 19-129 of the City Code of Ordinances. Holiday pay shall be governed by Sections 19-96 and 19-121 of the City Code of Ordinances. Members who work their regularly scheduled shift, whose regular day off falls on a holiday or who receive the holiday off-duty shall receive eight hours of straight time pay for the holiday.

### **Section 14.04 FMLA and Other Leave of Absence**

Leave taken pursuant to the Family and Medical Leave Act of 1993 is available in accordance with Article III, Section A.5.a of the Chapter 19 Administrative Rules.

### **Section 14.05 Notice of Absence**

Members are required to provide appropriate notice of absence according to department policy.

### **Section 14.06 Activity While on Leave**

Members shall have the right to engage in any activity that is consistent with City Personnel Policy and Procedures to include but not limited to:

- Columbia Police Department Policies 1040 and 1041 (which address employment outside the Department) and 1058 (Employee Speech, Expression, and Social Networking);

- City Code of Ordinances Sections 19-37 (Candidacy for Public Office), 19-39 (Political Activities), and 19-41 (Conflicts of Interest).
- The Chapter 19 Administrative Rules.

## **Section 14.07 Military Leave**

Members called to active military duty shall be entitled to pay, leave accrual and seniority accrual in accordance with Section 19-127 of City Code of Ordinances.

# **Article XV. Seniority**

## **Section 15.01 Seniority Definition**

- A. For purposes of police operations (including processes such as bid for shifts) and consistent with the Chapter 19 Administrative Rules Article III Section H, "seniority" shall mean the earliest date from which the Member has been continuously employed by the City in current rank. If a sergeant is demoted, all time spent as a sergeant shall count as cumulative time as a police officer when determining the seniority as an officer.
- B. In the event multiple members share the same commission date, seniority shall be established first, by cumulative prior employment as a Columbia Police Officer, second by cumulative employment as a police officer in training, and third, by cumulative employment as a Community Service Aide.
- C. If officers have equivalent periods of prior employment or no prior employment with the Columbia Police Department, seniority shall default to alphabetical order of surname.

## **Section 15.02 Roster to Be Provided**

The City shall maintain and, upon request, provide to the Lodge a current roster showing names of all current bargaining-unit-eligible personnel, job classification, date of initial hire within the Department, and date of promotion to current position.

## **Section 15.03 Loss of Seniority**

Seniority shall be lost and the employment relationship terminated upon the occurrence

of any of the following events;

- a) Voluntary resignation or retirement,
- b) Discharge for just cause.

### **Section 15.04 Rehire**

Former bargaining unit members who are rehired after a loss of seniority shall begin to accrue new seniority from the date of re-employment. Rehired members shall be required to serve the appropriate probationary period.

## **Article XVI. Probationary/Qualifying Period**

### **Section 16.01 Probationary/Qualifying Period**

New police officers or promoted members shall be hired or promoted on a trial basis and subject to the probationary/qualifying period and standards contained in the City Code of Ordinances, Chapter 19, Article VI, Division 4, including those provisions addressing return to previous classification.

## **Article XVII. Reductions in Force**

### **Section 17.01 Lay Off and Recall**

- A. The City Manager may, in his/her discretion, determine from time to time that a reduction in force may be necessary to maintain certain necessary services within the City. Reductions in force and reemployment will be managed in accordance with Sections 19-211 and 19-166 of the Code of Ordinances and Art. III, Section H.2 of the Chapter 19 Administrative Rules. For the purpose of the Chapter 19 Administrative Rules, Article III Section H, related to lay-offs and recalls, “primary (first) consideration” is defined as:
  - 1. For lay-offs, the consideration shall be from the least to most senior member capable of performing the available work.
  - 2. For recalls, the consideration shall be in favor of the most to the least senior member capable of performing the available work.
- B. Members shall be required to notify the City whether they shall accept recall within seventy-two hours after receiving a recall notice, and shall have a

maximum of fourteen days to report for duty. Any member who declines recall or who does not report for duty within the specified time period shall be placed at the bottom of the list and the City shall move on to the next eligible individual. Any member who declines recall on a second occasion shall be removed from the recall list.

## **Article XVIII. Discipline and Internal Investigations**

### **Section 18.01 Discipline and Internal Investigations**

Discipline, including discharge, of Members shall be for just cause. Internal investigations shall be conducted, and disciplinary actions shall be taken, in compliance with Department Policy and applicable law; and Police Officers and Sergeants shall retain each of the rights and protections outlined in Policy 1020.9 of the Department's Policy Manual (as it exists at the time of execution of this Agreement).

### **Section 18.02 Copies of Personnel Records**

The City shall provide the member with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Except as provided herein, each Member shall have the right to examine the City's personnel files on that member upon request. Access to personnel files is only available during normal business hours of the Human Resources Department. Members shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Access to pre-hire psychological profiles and CVSA examination results shall be excluded from coverage under this Section.

### **Section 18.03 Review of Internal Affairs or Disciplinary Files**

As required by State and Local law, once an investigation is completed, upon request, the investigative department shall provide the employee under investigation with any audio/video recordings, records, statements or other evidence that is relevant to the complaint within five (5) days of the request by the subject officer or the subject officer's attorney or authorized representative.

As to records that are closed or confidential under federal or Missouri law, including

Chapter 610 of the Revised Statutes of Missouri, access will only be granted to the extent allowed by law and under the procedures established by law.

### **Section 18.04 Criminal Investigations**

If, during the course of any investigation, it becomes apparent that the member's alleged conduct may amount to criminal activity, the Department shall determine, in accordance with 590.502 RSMo and Chapter 19 of the City's Code of Ordinances , whether to refer the matter for criminal investigation.

### **Section 18.05 Outcome of Administrative Investigation**

Once an administrative investigation is complete, management shall issue the outcome of the investigation to the Member via email within five calendar days.

## **Article XIX. Grievance, Disciplinary Review and Complaint Procedures**

### **Section 19.01 Definitions**

The following definitions in Section 19-4 of the Code of Ordinances apply:

**Disciplinary review.** A review requested by the employee of written discipline submitted to the human resources department other than suspension without pay, dismissal or disciplinary demotion.

**Grievance.** Any dispute regarding any discipline involving suspension without pay, dismissal or disciplinary demotion.

**Complaint.** A written document filed:

- (a) By the affected employee regarding any inequitable, unsafe, or malicious imposition upon an employee by a person associated with city government that alleges any violation of the terms and provisions of the existing personnel procedures; or
- (b) By the affected employee regarding a dispute regarding the meaning, interpretation or application of personnel procedures; or
- (c) By the affected collective bargaining group regarding a dispute regarding the meaning, interpretation or application of a collective bargaining agreement.

Complaint does not include any disciplinary action or the review of a job performance.

## **Section 19.02 Procedures for Grievances, Disciplinary Reviews and Complaints**

a) All Grievances, Disciplinary Reviews, and Complaints shall be made and heard in accordance with Sections 19-238 and 19-239, 19-253 of the Code of Ordinances.

b) **Option to Proceed to Non-Binding Arbitration In Lieu of PAB.** A Police Officer or Police Sergeant who is suspended without pay, demoted, or terminated may elect to have the matter submitted to nonbinding arbitration in lieu of a hearing before the Personnel Advisory Board (PAB) in accordance with the following:

(2) **Notice of Intent to Arbitrate.** A police officer electing to have the matter submitted to nonbinding arbitration must communicate this election in writing to the human resources director within five (5) days' of the date on which the human resources director informs the police officer of the outcome of the review provided under section 19-238(f) or within five (5) days of the written notice from the mediator issued in accordance with section 19-238(g) indicating that the mediation has concluded.

(3) **Waiver of Time Limit in § 590.502.** As a condition of electing non-binding arbitration, the Police Officer or Police Sergeant electing non-binding arbitration must agree to waive the time limitations set forth in RSMo § 590.502(11) which require the agency to determine the disposition of the complaint and render a disciplinary decision, if any, within ninety days. It is expressly understood by the parties that the period of time to conduct non-binding arbitration may exceed the time limitations set forth in RSMo § 590.502(11), including any extensions.

(4) **Full Due Process Hearing Required Under §590.502.3, RSMo.** As a condition of electing non-binding arbitration, the Police Officer or Police Sergeant electing non-binding arbitration must agree that the nonbinding arbitration satisfies the requirement for a "full due process hearing" set forth in RSMo § 590.502.3.

(5) **Rules Applicable to Arbitration.** Unless the parties agree otherwise, the arbitration shall be conducted under the procedures and rules applicable to arbitrations conducted by the Federal Mediation and Conciliation Services (FMCS).

(6) **Selection of the Arbitrator and Hearing Date.** Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the parties will jointly

agree upon an arbitrator. In the event a joint agreement is not reached within 14 days, then the Police Officer or Police Sergeant seeking arbitration shall submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service (FMCS). Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of the selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

(7) **Records of Arbitration.** The City shall maintain a complete record of the arbitration and the record shall be provided to the Police Officer or Police Sergeant upon written request. The record of the arbitration shall be considered a personnel record and shall not be subject to disclosure under RSMo Ch. 610, except by lawful subpoena or court order. A Police Officer or Police Sergeant may file an appropriate motion or action to prevent disclosure.

(8) **Decision of the Arbitrator.** The decision of the arbitrator shall consist of a reasoned recommendation submitted to the City Manager and shall include detailed findings of fact.

(9) **Costs of Arbitration.** For matters involving termination of employment, the costs of the Arbitrator shall be shared equally by the City and the Police Officer or Police Sergeant. For all other matters, the Police Officer or Police Sergeant is solely responsible for the costs of the Arbitrator. Each party shall otherwise bear its own costs.

(10) **Final Decision of City Manager.** As soon as possible after the arbitration, the arbitrator shall render its recommendations in writing to the city manager along with a certified written transcript of the arbitration hearing and all exhibits produced at the hearing. The city manager shall review the arbitrator's decision, the transcript and exhibits and render a decision supported by findings of fact and conclusions of law. The findings shall consist of a concise statement upon each issue in the case. The decision shall be final, binding and not subject to further administrative appeal except to the extent allowed by state law. A copy of the decision or order accompanying findings and conclusions along with the written action and right of appeal, if any, shall be delivered or mailed promptly to the police officer or the officer's attorney.



## **Article XX. General Provisions**

### **Section 20.01 Uniforms and Equipment**

The City shall provide all necessary uniforms and equipment for all Departmental personnel as detailed in the department policy.

- a) Members shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order. The city shall supply reasonable accessories (such as corrective eyewear in gas masks) for any equipment issued that would render the item impractical without the accessory.
- b) Except for shoes and boots, 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.
- c) Except for shoes and boots, the City shall bear the cost of cleaning and maintaining all Department provided uniforms, and of replacing Department-issued equipment when no longer serviceable.
- d) The city shall pay a \$229.00 quarterly stipend for clothing to all officers and sergeants who are assigned to non-uniform specialty assignments. All stipends are contingent on duty assignments, which are indefinite and subject to operational needs at the discretion of the Chief of Police.
- e) The City shall identify a uniform alteration source that sworn officers and sergeants can utilize as necessary for immediate clothing repair (e.g. button replacement and rip/tear patching) with prior approval from a supervisor or the quartermaster.
- f) Officers and Sergeants will have two options for wearing department-issued body armor. The officer may wear the Safariland "Bothell" Model 6501 or agreed to equivalent or may wear their vest in the traditional concealed fashion under the uniformed shirt. The officers will adhere to Policy # 1046 in relations to equipment placement when wearing the external carrier. For Members choosing an exterior carrier, the City will transition to ergonomic vests as vests are replaced as a result of normal wear, or may transition more quickly as funds allow.

## **Section 20.02 Off-Duty Actions**

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty 24 hours per day. Any appropriate, lawful off-duty law enforcement action, consistent with City and Departmental policy, taken by a Member on time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty.

## **Section 20.03 Policies to be Available**

The City shall make all policies that are applicable to members covered under this agreement available on line through the City's internet site. Members shall be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual member.

## **Section 20.04 Outside Employment**

The City employs a full-time police force. Every employee covered under this agreement shall consider City employment his or her primary job. Members may hold other employment with the approval of the Chief. The outside employment must be consistent with City Personnel Policies and Procedures, including:

- Columbia Police Department Policies 1040 and 1041, which address employment outside the Department;
- City Code of Ordinances Section 19-41 (Conflicts of Interest).
- Chapter 19 Administrative Rules, including Article III Section G.

## **Section 20.05 Release of Personal Information**

- A. For critical incidents or other high profile circumstances, the City shall not release any involved member's personal information, including date of birth, address, phone number, or other identifiable information to a third party that is not an emergency response agency except with the member's written consent, or as required by law.
- B. The City shall not designate the involved member as a point of contact for the

media unless the member consents to such designation. Members shall not be allowed to make any comments to the media unless authorized by the Chief of Police or designee.

- C. This section is consistent with and in addition to the guidelines established in Columbia Police Department Policy 310.
- D. The City will comply with the provisions of Chapter 590.502 and Chapter 19 of the City's Code of Ordinances for the release of records compiled as a result of any administrative investigation subject to the above-referenced provisions of State and Local law.

### **Section 20.06 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.

### **Section 20.07 Facial Hair and Tattoos**

Members shall be allowed to have well-groomed facial hair and tattoos that are consistent with the guidelines established in Columbia Police Department Policy 1044. If a Member violates the standard for facial hair established in Policy 1044 that violation shall be noted as a performance log entry. If the Member violates the standard for facial hair two times then the Member will no longer be permitted to wear facial hair for a one year period. Nothing in this section bars or restricts in any way the application of discipline in accordance with the policies and ordinances of the City or the Department.

### **Section 20.08 Police Wellness**

A room at the Molly Bowden Neighborhood Policing Center will continue to be made available for use as a fitness room. The equipment will be supplied and maintained by the Lodge and shall remain the property of the Lodge. The Lodge agrees to keep the room in good order, assure that all equipment is kept in a sanitary condition and provide supplemental supplies needed for the room.

Members may be permitted to exercise during their paid meal break provided that members remain reasonably available at all times to respond to calls for service. Exercise shall take place at the City Hall fitness center or Molly Thomas Bowden Neighborhood Policing Center.

## **Section 20.09 Injury Data**

The City of Columbia will track data on CPD officers' on-the-job injuries requiring medical attention to include:

1. How many officers suffer an on-the-job injury;
2. The medical cost;
3. The causes of officer on-the-job injuries, broken into defined categories to the extent such categories exist.

Aggregated information on these statistics will be made available on request by the Lodge, provided that the information does not cause a release of "protected health information," as that term is used in the Health Insurance Portability and Accountability Act (HIPAA). Requests may be for annual or quarterly statistics for a period of time designated by the Lodge, with requests made no more than quarterly.

## **Article XXI. Training**

### **Section 21.01 Pay for Training**

Training approved by the Department shall be considered to be on-duty time, for which the Member shall be compensated in accordance with the provisions set forth in this Agreement. In addition to paying the Member for time worked and the training tuition, all costs associated with the training shall be paid by the Department, as provided in this Article.

Any Member, on an individual basis, may choose to waive part or all of the provisions in this Article in cases where training is denied due to budgetary reasons and the member still wishes to attend the program. Costs incurred from the waived provisions will be covered by the Member out-of-pocket, not to be reimbursed by the City. The Member must still adhere to staffing restrictions and obtain leave approval in the same manner as if the training had been approved.

### **Section 21.02 Meal Reimbursement**

The City shall provide each member with a per diem for meals when the member is attending training which requires an overnight stay in accordance with the City of

Columbia Travel Policy, Travel Procedures & Guidelines. The per diem shall be in the amounts specified by the United States General Services Administration.

### **Section 21.03 Travel Time**

Travel time to attend training shall be paid to the extent and in the manner required under the FLSA.

### **Section 21.04 Travel Cost**

The City shall pay expenses incurred for travel to, from and during training in accordance with the City of Columbia Travel Policy, Travel Procedures & Guidelines.

### **Section 21.05 Lodging**

If approved in advance, the City shall provide each member with lodging in accordance with the City of Columbia Travel Policy, Travel Procedures & Guidelines when the member is attending training which requires an overnight stay.

### **Section 21.06 Other Associated Costs**

If allowed under the City of Columbia Travel Policy, Travel Procedures & Guidelines, the City shall provide for all other costs required for or associated with the training. Such costs include but are not limited to, workshop fees in addition to tuition, materials costs, and other required fees.

### **Section 21.07 Training Hours**

Except if necessary based on operational needs, Members who are attending external training shall not be required to return to work if there are four or fewer hours remaining in their shift at the time the training ends. Members shall only be paid for hours actually worked, but Members who elect not to return to work may opt to use paid time off.

### **Section 21.08 Training Day**

Except if necessary based on operational needs, Members who are assigned to the overnight patrol shifts, who are attending external training during the day, shall not be required to work the night before the training or the night shift on the day of the

training. Members shall only be paid for hours actually worked, but night shift members who elect not to work the shifts before or after a training day may opt to use paid time off, if desired and if they have accumulated time available.

## **Article XXII. Complete Agreement**

### **Section 22.01 Zipper Clause**

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.

### **Section 22.02 Complete Agreement**

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing, approved in the same manner as this agreement, including a vote of the Members and the city council and signed by both parties.

### **Section 22.03 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.

## **Section 22.04 Ordinance Amendments**

# **Article XXIII. Term of Agreement**

## **Section 23.01 Effective Date**

Authorization to enter this agreement has been obtained by the Lodge by a majority vote carried out over a period of time and in a location and manner that allowed reasonable opportunity to vote. Authorization by the City was obtained through a vote of City Council.

Recognizing that some terms of the agreement may require a period of time after execution for fair and effective implementation of procedural changes required by this agreement, this Agreement shall become effective on October 1, 2023. However, the parties will endeavor to change policies and procedures to be consistent with this agreement as early as possible prior to the effective date, taking into account fairness to all employees and effective and efficient implementation of changes. The agreement shall remain in effect through September 30, 2028.

The city agrees that in 2024 the city will engage in collective bargaining with the exclusive bargaining representative designated or selected by majority of employees in accordance with Missouri law and those negotiations will be conducted in accordance with the terms of 19-25 of the City Code of Ordinances or such other ordinances governing collective bargaining as are in effect during the term of this agreement.

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.

**City of Columbia, Missouri**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager

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

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

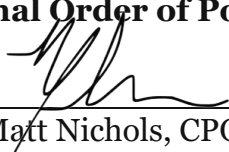
APPROVED AS TO FORM:


By: \_\_\_\_\_  
Nancy Thompson, City Attorney

I hereby certify that there is a balance in the appropriate accounts otherwise unencumbered and sufficient to meet the financial obligations contemplated by this agreement.

\_\_\_\_\_  
Matthew Lue, Director of Finance

**Columbia Police Officers Association  
Fraternal Order of Police Lodge #26**

By: \_\_\_\_\_  
Matt Nichols, CPOA President

By: \_\_\_\_\_  
Donald R. Weaver, CPOA General Counsel



## Appendix A

### Applicant Feedback for Sergeant Promotion Process

***Below is a sample of the notification applicants would receive after the selection process has been completed.***

#### **SAMPLE NOTIFICATION**

Good morning Officer \_\_\_\_\_,

Thank you for your participation in the selection process for Police Sergeant. Your interest in advancement with the Columbia Police Department is appreciated.

I am *pleased or regret* to inform you that you *have/have not* achieved Eligibility Roster status for the position of Police Sergeant. Please find below information on your individual performance in this selection process.

#### **Written Test**

Written Test Score:

X%

Section I, Laws Related to Police Work: x/x correct answers

Section II, Police field Operations: x/x correct answers

Section III, Investigative Procedures: x/x correct answers

Section IV, Supervisory Practices: x/x correct answers

Section V, Reports, Records, and Paperwork: x/x correct answers

#### **Interview**

Section I, Management/Leadership Skills:

Section II, Understanding of Department/City Goals,  
Objectives & Challenges:

Section III, Interest in Self/Organizational Improvement:

Section IV, Communication Effectiveness:

Section V, Overall Readiness:

#### **Rating**

X %

X%

X%

X%

X%

Sincerely,