COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI

AND

THE SPRINGFIELD POLICE OFFICERS' ASSOCIATION (SPOA), FRATERNAL ORDER OF POLICE LODGE 22

EFFECTIVE DATE: 04/01/2015

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PREAMBLE

This Collective Bargaining Agreement (CBA) is made to set forth the results of discussions between the City of Springfield, Missouri, hereinafter referred to as "the City", and the Bargaining Unit of the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22, hereinafter referred to as "SPOA."

ARTICLE 1 – RECOGNITION

1. Recognition Procedure for Sergeants. The City of Springfield Police Department agreed to use the following procedure to verify that the Springfield Police Officers' Lodge represents the majority of Police Department Sergeants:

   A. There are currently 31 active Sergeants.
   B. The SPOA will present the Director of Human Resources for the City of Springfield with authorization cards signed by a majority of these 31 positions (16 Sergeants).
   C. The Director of Human Resources for the City of Springfield will compare the signed authorization cards presented by the SPOA to the current roster of active Sergeants. If the majority of active Sergeants signed authorization cards within the six (6) months, the City of Springfield will recognize the SPOA as representing the Sergeants.
   D. The Director of Human Resources for the City of Springfield will keep the identities of the Sergeants who signed authorization cards confidential, will not make copies of the cards and following the count, will issue a written certification that the majority of active Sergeants signed authorization cards (if true) and will return the cards to the SPOA.

2. Definition of the Bargaining Unit. Provided that the SPOA is certified as representing the Sergeants in the Police Department for the City of Springfield, the parties agree on the following definition of the Bargaining Unit:

   "A unit of full time non-probationary Police Officers, Police Corporals, and Police Sergeants as defined and licensed pursuant to 590.010 R.S.Mo. et seq. who are employed by the City of Springfield, Missouri in the Police Department, but excluding managerial employees, confidential employees and all other employees of the City, and further specifically excluding all Police Department personnel regardless of rank who are engaged in activities for the Inspections and Internal Affairs Unit of the Police Department. Notwithstanding the above, any provisions of the collective bargaining agreement applicable to probationary employees will be so designated.

   (a) A managerial employee means an individual who: is engaged in management functions that are not merely routine, incidental, or clerical in nature and require the exercise of independent judgment and devotes a majority of employment time to the exercise of such judgment. Some examples of management functions include, but are not limited to:

      (1) They formulate or assist in formulating, developing, administering or effectuating management policies which are applicable to bargaining unit employees;
      (2) They may reasonably be required on behalf of the City to assist in the preparation for the conduct of collective bargaining negotiations;
      (3) They have a role on behalf of the City in the administration of agreements resulting from collective bargaining negotiations;
      (4) They have a role in personnel administration;
      (5) They have a role in employee relations;
      (6) They have the authority in the interest of the City to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove bargaining unit employees, to adjust their grievances, if the

exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment; and

(7) They have a role in the preparation or administration of budgets for any public safety agency or institution or subdivision thereof.

(b) Officers who are considered "confidential employees" occupy positions outside the bargaining unit. However, the individuals who fill these positions are still entitled to the benefits of the collective bargaining agreement.

(c) A confidential employee is defined as a person, regardless of rank, who devotes a substantial portion of his/her time in assisting and acting in a confidential capacity with respect to a management employee including employees assigned full time to the Inspections and Internal Affairs Unit (IIAU) and the Office of the Chief of Police as their primary duty assignment."

3. The parties agreed that as the contract is negotiated, any provisions of the collective bargaining agreement applicable to probationary employees would be so designated.

ARTICLE 2 - SPOA RIGHTS

2.1 Authorization for Payroll Deduction

Authorization of payroll deduction shall continue in effect from year-to-year unless revoked in writing by the employee with thirty (30) days notice to the SPOA or challenged in writing pursuant to the City's General Ordinance 6090. The City shall deduct such dues during each of the twenty-six (26) pay periods during the year. Upon receipt of a monthly invoice/spreadsheet delivered ten (10) days before the end of the month, the amounts deducted shall be direct deposited within ten (10) days to the SPOA. The amounts deducted shall be transmitted within ten (10) days to the SPOA. The City will not be held liable for check-off errors but will make proper adjustments with the SPOA for errors, within a thirty (30) day period from the time the error has been identified. Provided the City acts in compliance with provisions of this article, the SPOA will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of this Article or as a result of any check-off errors.

2.2Dues & Payroll Deduction

Within thirty (30) days of the acceptance of a bargaining unit member to the membership of the SPOA, the SPOA will forward a "Dues & Payroll Deduction Authorization Form" to the City of Springfield's Human Resources Department. The Dues & Payroll Authorization Form will acknowledge that the member authorizes deduction of dues as well as any costs associated to the SPOA's voluntary Dental, Vision, and Life Insurance programs. There will be three (3) categories of deductions on the monthly invoice/spreadsheet; SPOA dues, pre-tax deductions and post-tax deductions. All deductions will be in dollar amounts.

The City of Springfield, upon written request by ten (10) or more bargaining unit members, shall provide its employees with the option of contributing to a political action committee through payroll deduction.

2.3 New Hires

The City will provide the SPOA with access to new hires for purposes of SPOA Orientation within thirty (30) days of hire.

2.4 Bulletin Boards

The City will designate a specific reasonable SPOA Bulletin Board at Police Headquarters, the South District Station and Police Substation(s).

The SPOA Bulletin Boards shall be used for the purpose of posting notices of SPOA meetings, elections, and any other SPOA activity.

It shall be the responsibility of the SPOA to maintain the SPOA Bulletin Boards, to ensure prompt removal of outdated materials, and further ensure that the posting of such material is limited only to those Bulletin Boards provided above.

2.5 Use of Intra-Departmental Mail and E-Mail System

The SPOA shall have the rights to use the departmental mail and email for providing information concerning SPOA's scheduling of meetings, elections, collective bargaining, insurance and other reasonable SPOA business as approved by the Chief of Police. E-mail messages may be monitored by the City and may be subject to the provision of the Sunshine Law. All intra-departmental mail placed into the mail system by the SPOA shall be subject to the City's review, provided however the City shall not open sealed envelopes, marked confidential SPOA Business, to be returned to the SPOA if unclaimed.

2.6 Right of Access

The City agrees that the representatives of the SPOA shall be accorded reasonable access to bargaining unit members for the purpose of collective bargaining, possible discipline and grievance processing, critical incidents and SPOA reports, providing that such access does not interfere with the performance by City employees of their duties.

2.7 Certification of SPOA Officers and Agents

The SPOA shall certify to the Chief of Police, the names of officers of the SPOA or their designees and agents of the SPOA who are authorized to act on behalf of the SPOA.

2.8 Use of Building

The City agrees to allow use of City buildings and facilities for SPOA meetings under the same guidelines required for use by any other group or organization.

ARTICLE 3- SPOA BUSINESS

3.1 Executive Board Members

Members of the Executive Board, and/or and State or National Trustee shall be allowed up to two (2) hours of duty time to attend regularly scheduled SPOA meetings each month if his regular shift occurs during periods of time in which such meetings are held. Such time off with pay shall not exceed the period of time required for two (2) SPOA meetings in any calendar month.

3.2 Divisional Members

One (1) member from each shift per Division on duty during regularly scheduled or posted emergency SPOA meetings, will be allowed up to two (2) hours per month duty time to attend regular SPOA meetings.

ARTICLE 4 – LABOR MANAGEMENT MEETINGS

4.1 Labor Management Meetings

The SPOA and the Police Department mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the SPOA representatives and the Chief (or his designee). Such meetings shall be held once a month at a regularly scheduled time unless both the SPOA and Chief agree to cancel the meeting. In addition, either the SPOA or Chief may request a special meeting at least seven (7) days in advance.

4.2 Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management meetings, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances.

4.3 Report of Agreements or Recommendation Reached at Meetings

Any agreement or recommendation reached at a labor management meeting shall be in writing, signed by the SPOA representative and the Chief of Police and copies shall be submitted to the Police Department and the SPOA.

4.4 SPOA Representative Attendance

The SPOA's Executive Board shall represent it at the labor-management meetings without loss of pay if the meeting is scheduled during the member's duty time. Supervisors shall approve the absence except in emergency situations.

ARTICLE 5 – MANAGEMENT RIGHTS, OTHER EMPLOYMENT, AND CIVIL EMERGENCIES

5.1 Management Rights.

Except as otherwise expressed in this Agreement, the SPOA recognizes that the City possesses the sole and exclusive right to operate and direct all of the officers of the Police Department, in all aspects, including, but not limited to, all rights and authority granted by law.

Management rights include, but are not limited to, the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

(a) To maintain executive management and administrative control of the Police Department and its properties and facilities and the staff.

(b) To plan, direct, control, assign and determine the operations or services to be conducted by officers of the Police Department.

(c) To determine the methods, processes, means, job classifications and number of personnel by which the Police Department operations are to be conducted.

(d) To select, hire, promote, schedule, train, transfer, assign and evaluate work of bargaining unit officers.

(e) To direct and supervise the entire working force of the Police Department, including the establishment of work standards.

(f) To demote, suspend, discipline, or discharge officers for just cause and to discipline or terminate probationary officers with or without just cause.

(g) To make, add, delete, alter, and enforce procedures, rules and regulations.

(h) To introduce new or improved methods, equipment or facilities.

(i) To contract out for goods and services.

The City has the sole authority to determine the purpose and mission of the Police Department.

5.2 Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity other than the City shall seek prior approval for such employment from the City in accordance with the policies of the City Charter, Merit Rules and Police Department Standard Operating Guidelines relating to secondary employment.

No employee shall be required to indemnify the City for any liability that may arise while working other employment.

In the event an employee is employed by an entity, said employment shall not affect the performance of the employee's duties, nor shall such other employment interfere with any operations of the City, nor

affect an employee's availability for call outs, nor shall constitute a conflict of interest with employment for the City of Springfield Police Department.

Extra-duty and off-duty employment may be denied or revoked at any time by the City. The basis for such denial or revocation shall be communicated to the officer in writing.

5.3 Civil-Emergency Conditions

If, at the sole discretion of the City, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice of an SPOA representative at a practical time, the provisions of this Agreement may be suspended by the City during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that these provisions shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by the terms of this Agreement. It is agreed that the processing of any grievance occurring during his emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE 6 – APPLICATION OF MERIT RULES

The Merit Rules for the City of Springfield, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects the bargaining unit that is not addressed in this Agreement, the City will meet with the SPOA, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

ARTICLE 7 – APPLICATION OF THE POLICE DEPARTMENT STANDARD OPERATING GUIDELINES (SOGS) AND SPECIAL ORDERS

The Standard Operating Guidelines and Special Orders for the City of Springfield Police Department, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Standard Operating Guideline or Special Order is changed by the Department during the term of this Agreement that affects the bargaining unit that is not addressed in this Agreement, the City will provide advance notice to the SPOA, and will meet with the SPOA to negotiate over the effects of any such change. The City and the SPOA agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

ARTICLE 8 – NON-DISCRIMINATION

8.1 Prohibition Against Discrimination

The City and the SPOA agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, mental or physical handicap or sexual orientation in discipline or in any term or condition of employment. The City and the SPOA agree that the mandatory retirement age of sixty (60) for employees covered by Police Fire Pension does not constitute illegal discrimination under current state and federal law. The use of masculine or feminine gender in this Agreement shall be construed as including both genders.

8.2 SPOA Membership or Activity

Neither the City nor the SPOA shall interfere with the right of employees covered by this Agreement to become or not become members of the SPOA, and there shall be no discrimination against any such employees because of lawful SPOA membership or non-membership activity or status.

ARTICLE 9- PERSONNEL AND IIAU FILES

9.1 Personnel Files

The City shall keep a personnel file for each employee within the bargaining unit.

9.2 Inspection of Personnel File in Human Resource Department

Upon request of an employee, the City shall reasonably permit an employee to inspect his personnel file subject to the following:

(a) Such inspection shall occur within a reasonable time following receipt of the Request and may be in the presence of a City HR representative;
(b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may request copies of any information contained therein to be provided in a reasonable period of time;
(d) The employee may have a representative of the SPOA present during such inspection.

9.3 Review of IIAU History

An employee shall have the right, upon reasonable notice to Inspection and Internal Affairs Unit (IIAU), to view the employee's IIAU history in the presence of an IA investigator. The employee may take notes during the viewing, but cannot leave with any documents or copies of documents, from the file.

9.4 SPOA Access to Personnel File information for Grievances and Arbitrations

The SPOA shall be entitled to information from personnel files that is reasonably necessary to investigate, prepare for, and/or present grievances and arbitrations. Any requested copies shall be at the SPOA's expense. The SPOA agrees to keep all such information confidential.

9.5 Notification

Employees shall be given notice by City when a formal, written warning or other disciplinary documentation is issued. An employee may attach to any material placed within his file a letter of rebuttal, which must remain in the file along with the material. Signing, or refusing to sign, a copy of the disciplinary action shall constitute receipt of notice. The employee shall be entitled to a copy of the disciplinary notice.

ARTICLE 10 – JOB SPECIFICATIONS

The City shall maintain written job specifications that shall include the following: title, nature of work, general description of the duties, and minimum or desirable qualifications for the job. The City will give the SPOA at least thirty (30) days advance written notice of any proposed change in the job specifications and upon request of SPOA, the City shall meet with the SPOA to answer questions from the SPOA about the change.

ARTICLE 11 – BASIC WORK PERIOD AND OVERTIME

Basic Work Period and Overtime shall be governed as set out in SOG 204.1.

ARTICLE 12 - SENIORITY

12.1 Definitions

As used herein, (a) the term "Department Seniority" shall mean the continuous length of service or employment with the City of Springfield's Police Department commencing on the first regularly scheduled workday of the Springfield Police Department Academy or Lateral Academy; and (b) "Rank Seniority" shall mean the effective date of promotion to a particular rank. Seniority for an employee rehired shall commence on the date of rehire.

If two (2) or more employees have the same date of hire or promotion, their respective seniority dates shall be determined in the order of their Department Serial Number (DSN), determined after the completion of the Police Academy, if their department serial number was issued on a competitive basis. In the event that the DSN was issued in any other fashion than a competitive basis, then the employee's seniority will be determined by averaging each competing employee's academic score and firearms score from their respective Police Academy records.

12.2 Reductions in Force

Any reductions in the size of the bargaining unit shall be made by inverse Departmental Seniority. Members have no right to bump outside the Department. Employees shall be recalled from layoff status by Departmental Seniority. Recall rights shall be preserved for a period of one (1) year from the date of layoff. In order to be eligible for recall an employee must successfully complete background investigation, drug test, polygraph exam, medical examination, and psychological screen. Notice of recall shall be mailed by certified mail to employees at their last place of residence shown on City's personnel records. Any employee who fails to report for duty within fifteen (15) working days following receipt of notice of recall or within fifteen (15) working days following attempted delivery of such notice if the same is unclaimed or otherwise not actually received shall be deemed as having permanently terminated his employment. Notice of recall shall also be sent to the SPOA so that a list can be prominently displayed by the SPOA to the bargaining unit members.

12.3 Bidding Squads and Shifts

Annually, Bargaining Unit employees shall be permitted to bid on squad assignments and shall be awarded their bids by their Rank Seniority, except for just cause or when departmental need necessitates otherwise. In either case, a written explanation will be provided to the bargaining unit member as to why his/her bid was not accepted.

12.4 Termination of Seniority

Seniority shall terminate when an employee's employment with the City of Springfield Police Department is terminated for any reason other than a layoff of less than twelve (12) months. If an employee challenges his termination and is reinstated, his seniority date shall be the same as if he had not been discharged.

12.5 Promotions

The Chief will be presented with a list of three (3) names for the first vacancy plus one name for each additional vacancy to select from, ranked in order of final score. In case of a tie score, the tie will be broken by departmental seniority. If there is still a tie, the tie will be broken by DSN, lowest to highest.

ARTICLE 13 – EXCHANGE OF DUTY

13.1 Duty exchange is defined as the voluntary trading of time worked between two (2) employees of like rank, length of shift, and similar assignment due to the employee's desire or need to attend to personal matters. Each exchange of duty must be mutually agreed to and must be completed and time worked balanced within the same work week. The total number of duty exchanges per employee shall normally be limited to three (3) shifts per calendar year unless approved by the Chief of Police or his designee. The exchange of consideration between employees for payment of duty exchange is prohibited.

13.2 Duty exchange shall be approved through the employee's Chain of Command up to the Bureau Commander or his designee.

13.3 Duty exchange shall be requested in writing and, except in cases of an emergency, the request must be submitted at least two (2) weeks prior to the dates of exchange. Cause for denial of duty exchange shall, when possible, be discussed with the employee prior to denial.

ARTICLE 14 – PRESERVATION OF BARGAINING UNIT WORK

It is the general policy of the City to continue to utilize bargaining unit employees to perform work they presently perform. If in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the SPOA in advance and meet and discuss with the SPOA alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the SPOA as long as the transfer does not cause the layoff of a bargaining unit employee.

ARTICLE 15 – INVESTIGATIVE RIGHTS

15.1 The Chief of Police shall establish and put into operation a system for the receipt, investigation, and determination of complaints against Police Officers received by such Chief of Police from any person.

15.2 Whenever an Officer is under investigation and is subject to interrogation by members of his agency, for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

a.Interrogation: When an Officer is under investigation by the Springfield Police Department for a complaint received, and is to be interrogated in respect to such complaint by other members of the department when there is a logical possibility that disciplinary action, demotion, or dismissal may result, such interrogation shall be conducted as follows:

b. The Officer shall be informed of the name of all complainants, if known, unless it is determined by the Chief that so informing the officer will compromise the investigation in any way.

c. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered as interrogation as used herein; provided however, if the complaint is then pursued the information discussed shall not be used against the officer.

d. The Officer under investigation shall be informed of the rank, name, and command of the Officer in charge of the investigation, the interrogating Officer, and all persons present during the interrogation. All questions directed to the Officer under interrogation shall be asked by and through one interrogator at any one time.

e. The Officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

f. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

g. The Officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.

h. The Officer under interrogation shall be completely informed of all his rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions, and this notification shall be included on the tape recording or written record of the session.

i. At the request of any Officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who may be present at all times during such interrogation.

j. Interrogation of Officers under investigation will be audio recorded and a transcript will be prepared from that record and both will be made available as part of the investigative file. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City in administrative hearings or for other administrative purposes.

15.3 An Officer under investigation shall receive written notification from the investigating Officer or Chief of Police as to the determination of the investigation. Should an Officer be disciplined by suspension, demotion, dismissal, transfer, or reassignment arising from an investigation, he shall be notified in writing as to the action being taken and the reasons therefore.

15.4 No Officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his exercise of the rights granted by this regulation.

15.5 The results of any polygraph required by the department shall be inadmissible in a personnel board or arbitration hearing.

15.6 Nothing herein is intended to limit Garrity and other constitutional rights.

ARTICLE 16 – DISPUTE RESOLUTION GRIEVANCE PROCEDURE

16.1 Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the SPOA or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article 17.

Grievances may be processed by the SPOA on behalf of an employee, on behalf of a group of employees, or the SPOA itself. Either party may have the grievant, or one (1) grievant representing a group grievants, present at any step of the grievance procedure, and the employee is entitled to SPOA representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the grievants seeks a similar type of remedy.

A grievance shall contain a statement of the SPOA's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a SPOA representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

16.2 Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or SPOA) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

16.3 Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his/her immediate supervisor. The employee shall make his complaint to his immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The SPOA may initiate grievances at Step 1 described below.

16.4 Grievance Handling

No employee or SPOA representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate safety. Grievances shall not be investigated by the employee or SPOA during working hours unless mutually agreed to by the City and the SPOA.

16.5 Grievance Procedure

Step 1:
If the grievance is not resolved pursuant to the informal dispute resolution procedure the SPOA shall make a determination whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the Department's representative or his designee shall meet with the grievant and the SPOA Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the SPOA Representative within five (5) calendar days following the meeting. If the Department does not respond within the time limits, the SPOA may advance the grievance to the next step.

Step 2:
If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Chief of Police or his designee. Within ten (10) calendar days thereafter, the Chief of Police or his designee shall meet with the grievant and the SPOA Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief of Police or his designee shall respond in writing to the grievant and the SPOA within five (5) calendar days following the meeting.

Step 3:
If the SPOA is not satisfied with the response of the Chief of Police, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the SPOA elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the SPOA's request. Within ten (10) calendar days of receiving the HR Director's decision the grievance may be advanced to arbitration.

Step 4:
If the dispute is not settled at Step 2 or 3, whichever is applicable, the SPOA may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the SPOA shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the SPOA. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The City or SPOA shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the SPOA. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The

decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

16.6 Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

16.6 Grievance Processing and Time Limits

A. Grievances may be withdrawn at any step of the grievance procedure without precedent.

B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

ARTICLE 17– DISCIPLINE GRIEVANCES

If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4 of the Merit System Rules. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide: (1) whether to request a hearing before the Personnel Board; or (2) waive in writing his or her right to a hearing before the Personnel Board and instead, request a final decision from the City Manager. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) days. If the employee is not satisfied with the City Manager's decision, he or she may file a grievance with the SPOA or pursue his or her right of appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) days after receipt of the City Manager's decision. If a grievance is filed, the SPOA will decide within fifteen (15) days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Step 4 of Article 16. If the SPOA declines to arbitrate the grievance, the employee may nevertheless retain his right to appeal the decision to Circuit Court. An arbitrator's decision will be final and binding. An employee whose disciplinary grievance is advanced to arbitration must waive his or her right to appeal the discipline in Circuit Court pursuant to Section 536.150 R.S.Mo. in writing.

ARTICLE 18 – WAGES

Arbitrator Jerome Diekemper's wage recommendations issued February 12, 2015 (including the subsequent clarifications issued March 24, 2015) are hereby incorporated by reference and set forth below:

18.1 Effective April 1, 2015, raise all members of the 60th academy class to an appropriate merit step level to correct the inequity with the 61st academy class.

18.2 Effective April 1, 2015, implement a "smoothing" by raising all employees in steps 11 and 12 of grades 2, 5 and 10 from the merit step increase they last received at the beginning of fiscal year 2015 so that their pay rates are a minimum of 4 percent higher than they were immediately before the last merit step increase. For the future, the increase from step 10 to step 11 and from step 11 to step 12 should be 4 percent.

18.3 Effective July 1, 2015, further implement the "smoothing" process using a wage package increase of 3.5 percent to "smooth" all merit step increases that are then below 4 percent to be a minimum of 4 percent. If the total cost of "smoothing" for the 2016 fiscal year is less than the total cost of the 3.5 percent package, the remainder of the package should be paid out in an across-the-board increase for all bargaining unit employees. If the total cost of "smoothing" is greater than the total cost of the 3.5 percent package, each merit step above step 3 and below step 11 of grades 2, 5 and 10 that are above 4 percent may be reduced by the lowest uniform percentage (not to exceed 0.5 percent and in no event below 4 percent) needed to fund the cost of "smoothing" (e.g. if a merit step increase is now, 4.67 percent and a reduction of 0.4 percent was needed to fund the difference between the 3.5 percent total cost of the package increase and the actual cost of "smoothing" between merit steps 3 and 11, the merit step reduction would be from 4.67 percent to 4.27 percent. If after all merit steps between 3 and 11 are reduced to either 4 percent or by 0.5 percent from the previous percentage increase, any further is needed that additional funding will be borne by the City.

18.4 Effective July 1, 2016, implement a wage package increase of 3.5 percent intended to cover the step increases plus a 1.5 percent across-the-board COLA increase.

18.5 If any Employee Group of City employees receives a wage package in excess of 3.5 percent for either fiscal year 2016, or fiscal year 2017, or both, the LES Bargaining Unit will receive an across-the-board percentage increase equal to such increases.

18.6 For fiscal year 2017, the City may reopen the collective bargaining agreement upon two weeks advance notice in the event of any one of the following occurrences:

a. A national recession;
b. A budget shortfall of 10 percent of the total City budget;
c. An act of God or natural disaster (e.g. ice storm, flood, earthquake or tornado) for which the City, in good faith, projects expenditures of 50 percent or more of the existing Reserve Fund of the City (i.e. the "Rainy Day Fund").

ARTICLE 19 - UNIFORM ALLOWANCE

19.1 Effective Date and Allowance

Effective the first full pay period on or after July 3, 2011, all bargaining unit members will receive a semi-annual clothing allowance of seven-hundred twenty-five dollars ($725.00) within the pay period in which September 15 and March 15 occur.

19.2 Police Officers - Academy

New Police Officers (Academy) participate in both the Police Academy and the Field Training Program during their tenure and could incur considerable initial out-of-pocket expenses due to uniform requirements in both programs. As a result, new Police Officers (Academy) will be issued Academy uniforms and equipment to be worn during academy training. The Academy uniforms shall be returned to the police department upon graduation from the academy. Upon graduation from the Police Academy, new Police Officers will be issued Police Officer uniforms and equipment required for field training.

19.3 Police Officers – Lateral Hires

Police Officers (Lateral Hire Program) participate in both the Orientation Program and the Field Training Program during their tenure and could incur considerable initial out-of-pocket expenses due to uniform requirements in both programs. As a result, Police Officers (Lateral Hire Program) will be issued both required uniforms and related equipment.

19.4 Police Officers - Reinstatements

Reinstated employees, who are not required to complete the Academy or Field Training, will not be eligible for any uniform benefits(s) under the Police Officers Academy or Police Officers Lateral Hire Program.

19.5 Eligibility

New Police Officers (Academy) and Police Officers (Lateral Hire Program) will not be eligible to receive the semi-annual uniform allowance until one year after the date of their graduation from the Police Academy.

ARTICLE 20– LEAVE GOVERNED BY MERIT RULES

20.1 Vacation

The provisions of the current Merit Rule are incorporated by this reference and shall govern vacation leave of officers during the term of this Agreement.

20.2 Sick Leave Benefits and Sick Leave Redemption

The provisions of current Merit Rules are incorporated by this reference and shall govern sick leave benefits and sick leave redemption of officers during the term of this Agreement.

20.3 Holidays

The provisions of current Merit Rules are incorporated by this reference and shall govern holidays of officers during the term of this Agreement.

20.4 Military Leave

The provisions of current Merit Rules are incorporated by this reference and shall govern Military leave of officers during the term of this Agreement.

ARTICLE 21 – FUNERAL LEAVE

21.1 Definitions

Bargaining Unit members, hereby referred to as officer(s), shall be granted up to three (3) working days leave as needed in the event of death of spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, step-parents, spouse's grandmother or grandfather.

21.2 Service as Pallbearer

Officers shall be granted up to (10) ten hours leave per calendar year to act as a pallbearer for a person who was a Police Department employee at the time of his death. Such leave shall not be granted to more than six (6) employees at any one time, and may only be granted once a year per funeral.

21.3 Exceptions – Discretionary Funeral Leave

The Chief of Police, or his designee, may, at his discretion, also approve funeral leave requests for officers, within the guidelines stated above, in the event of the death of other relatives or relations not listed above.

Requests for discretionary funeral leave for relatives or relations no listed above shall be communicated by supervisory personnel to the Chief of Police for consideration the same or first business day possible following the request. The Chief of Police or his designee shall notify the officer of his decision as soon as possible. In the event an officer elects to use accrued leave (vacation, floating holidays, etc.) for the funeral prior to a final decision being reached, such leave shall be changed to funeral leave upon approval of the request and leave balances shall be adjusted accordingly.

ARTICLE 22 – VACATION PAYOUT

Vacation balance shall be paid out upon retirement or termination per Administrative Memorandum No. 49.

ARTICLE 23 SAVINGS CLAUSE

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

ARTICLE 24- NO STRIKE/NO LOCKOUT

24.1 No Strike Commitment

Neither the SPOA nor any of its officers or agents may call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, unauthorized absence, picketing of the Department over terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the City during the term of this Agreement. Neither the SPOA nor any officer shall refuse to cross any picket line, by whomever established. This section does not apply to informational picketing, handbilling and other forms of protected speech designed to communicate with the public about issues of concern to the SPOA. Such communications shall not request any kind of work stoppage. The SPOA's right to conduct informational picketing or handbilling as set forth herein shall be subject to the following conditions: 1) no picketing or handbilling on Department property, 2) no person shall represent himself as speaking as a member of or on behalf of the Police Department, 3) persons engaging in such activities shall be off-duty, and 4) persons engaging in such activities shall not be in police uniform.

24.2 Performance of Duty

It is recognized that employees covered by this Agreement may be required, in the line of duty, to perform duties growing out of, or connected with, labor disputes which may arise within the City. The SPOA agrees that no disciplinary action or other action will be taken by the SPOA against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

24.3 Resumption of Operations

In the event of actions prohibited in Section24.1 above, the SPOA immediately shall disavow such action and request the officers to return to work, cease work slowdown or cease all other actions prohibited in Section 24.1 and shall use its best efforts to achieve a prompt resumption of normal operations. The SPOA, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

24.4 Discipline of Strikers

Any officer who violates the provisions of Section 24.1 shall be subject to immediate discharge. Any action taken by the City against any officer who participates in action prohibited by Section 24.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure and disciplinary procedure.

24.5 No Lockout

The City will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the SPOA.

ARTICLE 25 – DURATION OF AGREEMENT

Except as otherwise specifically provided herein, this agreement shall take effect as of April 1, 2015 and shall continue in full force and effect to and including June 30, 2017, and the City and the SPOA shall meet at least one hundred twenty (120) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) days of the expiration of this agreement, either party may declare an impasse.

This agreement shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

ARTICLE 26- APPROVAL OF THE AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the SPOA and on behalf of the City's bargaining team.

SPOA

By:_____
Mike Evans

President, SPOA 22

The City of Springfield, Missouri

By:_____
[City Official Authorized to Sign on Behalf of City]