

BILL NO.: 5049

ORDINANCE NO.: _____

Introduced by: City Manager Nathan Mai-Lombardo

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING
THE MAYOR TO EXECUTE THE ATTACHED MEMORANDUM OF
UNDERSTANDING FOR BERKELEY POLICE DISPATCHERS**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY,
MISSOURI, AS FOLLOWS:**

- Section 1.** The Mayor is hereby authorized to execute the attached memorandum of Understanding (MOU) for Officers between the City of Berkeley and the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15.
- Section 2.** The agreement will be attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.

1st Reading this 15th day of July 2024

2nd Reading this 15th day of July 2024

3rd Reading, PASSED and APPROVED, this _____ day of _____ 2024

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Williams	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Anthony	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hindeleh	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman-at-Large Crawford-Graham	Aye	___	Nay	___	Absent	___	Abstain	___
Mayor Deinbo	Aye	___	Nay	___	Absent	___	Abstain	___

MEMORANDUM OF UNDERSTANDING (MOU)

Between

CITY OF BERKELEY, MO

And

**EASTERN MISSOURI COALITION OF POLICE,
FRATERNAL ORDER OF POLICE, LODGE 15**

BERKELEY DISPATCHERS

Table of Contents

<u>ARTICLE 1 RECOGNITION</u>	3
<u>ARTICLE 2 UNION STEWARDS</u>	3
<u>ARTICLE 3 DUES DEDUCTIONS</u>	3
<u>ARTICLE 4 LABOR MANAGEMENT</u>	3
<u>ARTICLE 5 CITY OF BERKELEY RIGHTS</u>	4
<u>ARTICLE 6 UNION ACTIVITY</u>	4
<u>ARTICLE 7 PROBATIONARY PERIOD</u>	5
<u>ARTICLE 8 UNIFORMS AND EQUIPMENT</u>	<u>5</u>
<u>ARTICLE 9 OVERTIME AND PAY PROVISIONS</u>	5
<u>ARTICLE 10 ATTENDANCE</u>	6
<u>ARTICLE 11 GRIEVANCE PROCEDURE UNION REPRESENTED</u>	6
<u>ARTICLE 12 DISCIPLINARY ACTION</u>	8
<u>ARTICLE 13 BENEFITS</u>	11
<u>ARTICLE 14 ADDITIONAL PROVISIONS</u>	13
<u>ARTICLE 15 MISCELLANEOUS PROVISIONS</u>	13
<u>ARTICLE 16 LEGAL REPRESENTATION</u>	13
<u>ARTICLE 17 ENTIRE MEMORANDUM OF UNDERSTANDING</u>	13
<u>ARTICLE 18 INTERNAL INVESTIGATIONS TIME LIMITS</u>	14
<u>ARTICLE 19 SAVINGS CLAUSE</u>	14
<u>ARTICLE 20 WAGES</u>	15
<u>ARTICLE 21 LONGEVITY PAY</u>	15
ARTICLE 22 DURATION	15
<u>ATTESTATION</u>	15

ARTICLE 1 RECOGNITION

The City of Berkeley (hereinafter the "Employer" or "City") recognizes the Eastern Missouri Coalition of Police, Missouri Fraternal Order of Police, Lodge 15 (hereinafter the "Union") as the sole and exclusive bargaining representative for the following employees employed by the City of Berkeley Police Department.

Included: Dispatchers of the City of Berkeley

This Memorandum of Understanding ("Agreement") is made up of policies and procedures that shall apply exclusively to the dispatchers of the Employer.

ARTICLE 2 UNION STEWARDS

Section 1: Steward Appointment

The Lodge shall appoint Stewards/Representatives.

Section 2: Grievance Representation

Union Stewards shall be permitted reasonable time while on duty for the purpose of assisting and representing dispatchers in the processing of grievances or exercising other rights set forth in this Agreement and such reasonable time shall be without loss of pay and shall only be with the prior approval of the Chief of Police and only if such time does not interfere with the employment duties of the stewards and dispatchers, nor cause overtime.

ARTICLE 3 DUES DEDUCTIONS

The City will not deduct any dues from the dispatcher's payroll. It is the sole responsibility of the dispatcher to pay their dues.

ARTICLE 4 LABOR MANAGEMENT

Section 1: Union Representative Attendance

When absence from work is required to attend Labor Management Conferences, dispatchers shall, before leaving their workstation, give reasonable verbal or written notice to and receive approval from their supervisor. The Chief of Police and City Manager shall approve the absence. Dispatchers attending such conferences shall be limited to one (1) dispatcher.

Section 2: Lodge Business

Bargaining Unit Members, not to exceed four (4) in number designated by the Lodge President annually and in writing, may be entitled to draw upon a bank of eighty (80) hours of paid time per year for the purpose of conducting Lodge business at the City of Berkeley. The specific use of Lodge business leave must in each instance be requested in writing by the Lodge President and approved in advance in writing by the Chief or his designee. The Chief will approve the use of Lodge business leave only if there is or will be sufficient staff on duty within the Department to meet operational needs at the time of the proposed use and if departmental

operations will not otherwise be adversely affected. Leave scheduled within the Department shall not be affected by the Bargaining Unit Member's Lodge business leave time. Lodge business leave may not be used when the Bargaining Unit Member is in another paid leave or unpaid status. The Police Department shall provide a tally of time used per payroll period.

ARTICLE 5 CITY OF BERKELEY RIGHTS

Section 1: Management Rights

The union recognizes that the Police Department of the City of Berkeley, Chief of Police and City Manager maintain its exclusive management rights. Such rights and responsibilities shall include, but are not limited to:

- 1) Determining the overall mission and goals and the budget of the police department of the City of Berkeley.
- 2) Maintaining and improving the efficiency of the police department.
- 3) Determining the services to be rendered, the operations to be performed, the technology to be utilized.
- 4) Determining the overall methods, processes, means, job classifications, or personnel by which the operations of the police department is to be conducted.
- 5) Directing, supervising, and/or hiring dispatchers.
- 6) Promoting, suspending, disciplining, discharging, transferring, assigning, scheduling, retaining, and/or laying off dispatchers consistent with this agreement.
- 7) Adopting rules, regulations, educational programs, safety programs, conducting evaluations, and any other programs necessary to effectuate the efficient and effective operation of the police department.

Section 2: Civil and Public Emergency Conditions

If at any time it is determined that civil or public health emergency conditions exist, including but not limited to civil disorder, strikes, tornado conditions, floods, infectious disease outbreaks, or other similar catastrophes it will be at the discretion of the City Manager and the Chief of Police to suspend the provisions of this Agreement. The Employer shall make all reasonable efforts to return to normal operations as soon as possible after the civil emergency or public health emergency is declared to be over by the City of Berkeley and or state or federal government.

ARTICLE 6 UNION ACTIVITY

Section 1: The Employer agrees not to discriminate, intimidate and/or retaliate against any dispatcher for their activity on behalf of, or membership in the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer against any dispatcher for activity or inactivity, on behalf of or membership in the Union.

Section 2: Right of Representation

Bargaining Unit Members shall have the right to be collectively represented by the Lodge with the City in the determination of their terms and conditions of employment, and in the administration of grievances filed under this Agreement.

ARTICLE 7 PROBATIONARY PERIOD

The probationary period is six months. Extending the initial review period requires approval by the City Manager and the HR Director as defined in the Employee Handbook. At any time during the initial review period, the dispatcher may be dismissed without the right of grievance, appeal, or hearing concerning such dismissal.

ARTICLE 8 UNIFORMS AND EQUIPMENT

Section 1:

Upon employment the Employer agrees to furnish an initial issue of uniforms and related items to each dispatcher at no cost to the dispatcher.

The uniform dress code shall be established by Employer rules and regulations.

The City shall pay for the replacement of Department issued items, when no longer serviceable except due to negligence or abuse.

The City agrees to provide operable equipment.

Section 2:

The City will provide dispatchers with an annual \$300 voucher for uniforms.

ARTICLE 9 OVERTIME AND PAY PROVISIONS

Section 1: All Call Back & Overtime

Any hours worked in excess of 80 hours during a single pay period will be paid at one and one half (1.5) times their hourly rate of pay. Actual working hours shall be defined as the hours worked. Funeral leave, annual leave and sick leave shall not be factored into the calculation of hours required to achieve overtime status. Annual leave in the form of preapproved vacation time shall count as actual hours worked.

Members who are called back for unscheduled duty with less than twenty-four (24) hours' notice will receive pay for two (2) hours or for actual hours worked, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate of pay. Hours worked which coincide with a Member's regularly scheduled tour of duty shall not apply to this provision.

Section 2: Separation Pay

Upon separation from City employment, a dispatcher that voluntarily separates as an employee should give at least two weeks' notice prior to their separation. Dispatchers will receive payout of accrued PTO in accordance with the City's PTO policy.

Section 3: Overtime

A. Distribution of Overtime

Overtime opportunities will be distributed as equitably as possible among dispatchers working in the appropriate classification. It shall be the responsibility of the appropriate supervisory personnel to find appropriate coverage for overtime assignments and not the responsibility of the .

B. Mandatory Meetings: Any meetings called by the Chief of Police or their designee that are mandatory attendance by dispatchers covered by this Agreement shall be compensated at the required rate of pay.

C. Mandatory Overtime: A dispatcher ordered to perform mandatory overtime shall be notified by their supervisor.

Section 4. Holiday Pay

Dispatchers shall receive pay for all holidays recognized by the City. If a dispatcher works the holiday that person will receive 8 hours of holiday pay in addition to pay for hours worked. The holiday pay shall be paid for the pay period in which the holiday occurred.

Section 5: Payroll

The City utilizes an electronic payroll system. All dispatchers have access to their payroll records which includes time and attendance, gross and net pay, hours worked, vacation and sick time accrual and use and all deductions. Dispatcher's paychecks are direct deposited into their banking institution.

ARTICLE 10 ATTENDANCE

Section 1: Hours of Work

Shall be as established by departmental policies and procedures.

Section 2: Absence/Tardiness

When a dispatcher is late for work or absent, it is their responsibility to notify their supervisor at least one (1) hour before their scheduled start time and abide by departmental policies and procedures. Dispatchers assigned to Day Shift will make notification no less than one (1) hour prior to the start of their shift. If a dispatcher is unable to reach their immediate supervisor, a message should be left on the supervisor's voicemail. Dispatchers will also contact the "On Duty" Dispatcher to make notification.

ARTICLE 11 GRIEVANCE PROCEDURE UNION REPRESENTED

Section 1: PURPOSE

The purpose of this policy is to provide a prompt, equitable, and efficient procedure to review and resolve disputes or differences between the Employer and the Union or a dispatcher with respect to the meaning,

interpretation or application of the collective bargaining agreement and all discipline excluding termination. Any employee in the classified service who shall be suspended, discharged or reduced in rank shall within ten (10) days thereafter be presented with written reasons for such suspension, discharge, reduction, suspension without pay in excess of ten (10) days or forfeiture in excess of twenty percent (20%) of the employee's annual vacation pay. Such employee shall, within ten (10) days after receipt of such written notice, have the privilege of a public hearing before the Civil Service Board. The Board, after such hearing, shall make final disposition of the case. City employees who are members of currently recognized bargaining units by the City may appeal to the Civil Service Board or may choose to substitute the bargaining units' grievance procedure, as detailed herein, but may not use both procedures.

Section 2: SCOPE

Bargaining eligible dispatchers in the City of Berkeley, Missouri Police Department.

Section 3: GENERAL PROVISIONS

All bargaining eligible dispatchers are able to file a grievance under this policy through the union.

The Chief of Police is responsible for the administration of the grievance process within the Department. These responsibilities include the following:

1. Provide the necessary administrative support and liaison with the City Manager as may be necessary to facilitate the process.
2. Act as the coordinator of the grievance process and ensure each step of the process has been properly documented.
3. Maintain a record and copies of all grievances in a secure manner. Originals are forwarded to the Assistant City Manager for storage.
4. All grievances shall be submitted in writing to the appropriate person.

Section 4: Grievance Process

Following is a step-by-step process for filing a grievance.

A. Level I – Preliminary Oral/Written Grievance Discussion with Immediate Supervisor

A dispatcher will meet with and/or discuss the issue with their immediate supervisor within five (5) business days of the date the action was taken by the Supervisor. Within five (5) business days of the discussion/meeting, the supervisor will inform the dispatcher of their decision in writing. If the dispatcher is not satisfied with the supervisor's decision, they may submit a formal written grievance using the Grievance Form.

B. Level II – Written Grievance Discussion with Supervisor: Police Lieutenant or Captain

The deadline to submit a formal written grievance to the Police Captain is within five (5) business days of the receipt of the immediate supervisor's decision. The Police Captain shall hold a meeting to discuss the grievance and reply in writing to the grievant within five (5) business days after the meeting. If grievance is not satisfied it will be forwarded to the Chief of Police.

C. Level III – Written Grievance forwarded to Department Head: Chief of Police

The deadline to submit a formal written grievance to his or her Department Head is within five (5) business days of the receipt of the Police Captain's decision. The Chief of Police shall hold a meeting

to discuss the grievance and reply in writing to the grievant within five (5) business days after the meeting.

D. Level IV – Written Grievance to the HR Director.

If the grievant is not satisfied with the Department Head's written response, the grievance may be submitted for Level IV consideration. The deadline to submit a formal written grievance to the HR Director is within five (5) business days of the Level III reply. The HR Director shall hold a meeting to discuss grievance and reply in writing to the grievant within five (5) business days after the meeting.

E. Level V – City Manager:

If the grievant is not satisfied with the HR Director's written response, the grievance may be submitted for Level V consideration. The deadline to submit a formal written grievance to the City Manager is within five (5) business days of the Level IV reply. The City Manager shall hold a meeting to discuss the grievance and reply in writing to the grievant within five (5) business days after the meeting.

Section 5: Grievance Form

The Labor Agreement Grievance Review Request must be completely filled out by the grievant and/or Union and signed by the dispatcher and the Union representative. Once reduced to writing beginning at Level I, the text of the grievance shall remain unaltered as the grievance processes through any additional steps.

Section 6: Miscellaneous

- A. Grievances may be withdrawn at any step of the grievance procedure.
- B. The Union shall be given a copy of the final disposition of all grievances. A copy of the decision of the Employer at each step shall be provided to the grievant and to the Union representative involved.
- C. Grievance resolutions or decisions at the Preliminary Step or Level I shall not constitute a precedent in any other proceeding.

**ARTICLE 12
DISCIPLINARY ACTION**

Section 1: Discipline

The dispatcher agrees to adhere to the principles of corrective and punitive discipline. Keeping in mind there may be occasions where the offense alleged is so egregious it may require immediate termination. Discipline will be applied equitably and fairly among all dispatchers.

All dispatchers are expected to meet the City's standards of dispatcher performance. Dispatcher performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency, conduct, on or off duty (if it brings discredit to the City) and general compliance with the City's policies and procedures.

If a dispatcher does not meet these standards, the Supervisor initiates a disciplinary process.

The disciplinary process may result in a verbal or written reprimand, disciplinary probation, suspension, demotion or dismissal.

The City Manager must approve a dismissal of a dispatcher.

The Chief of Police may temporarily remove a dispatcher from duty and send them home. Only the Chief of Police or Command Staff with the rank of Captain or above, in the absence of the Chief of Police, will have the authority to remove a dispatcher from duty. The supervisor will make a full written account of his actions and the actions of the dispatcher that led up to the dispatcher being relieved of duty. This written account will be completed as soon as possible and furnished to the Chief of Police or appropriate Command Staff.

Section 2: Time Constraints

Absent unusual circumstances discipline imposed as result of other than an Internal Affairs Investigation, shall be imposed within five (5) business days after the incident giving rise to the discipline occurs or becomes known to a command staff or it shall be considered dropped. If unusual circumstances arise the Lodge shall be notified in writing immediately.

Section 3: Just Cause

Members, excluding probationary Members, shall be disciplined or discharged only for just cause. Discipline for just cause shall include, but not be limited to, specific violation of City Ordinances, Personnel Policies and Procedures, Departmental Rules and Regulations, General or Special Orders, and State and Federal Law.

Section 4: Suspensions and Administrative Leave

Suspensions will be based on hours worked, and only implemented upon Just Cause. Any Member under investigation for any act must be notified by the Department in writing within forty-eight (48) hours of the complaint being received if said Member is unable to perform his/her duties due to the act that is being investigated, they shall be placed on paid administrative leave during the duration of the investigation.

Section 5: Disciplinary Steps

Disciplinary actions are taken when a dispatcher exhibits unacceptable work habits or attitudes. There are five forms of punitive discipline employed by the Department.

1. **Oral Reprimand** – Issued to a dispatcher by a supervisor. The offending dispatcher's supervisor documents oral reprimands. Documentation of oral reprimands are retained for twelve months. If no further disciplinary action is taken it shall be removed.
2. **Written Reprimand** – Issued by a supervisor. Written reprimands are produced in duplicate with a copy given to the offending dispatcher. The original document is signed by the offending dispatcher and his supervisor. The original is given to the Chief for his/her review. Following the Chief's review, the original documentation is transferred and stored in the offending dispatcher's personnel file with human resources for twelve months. If no further disciplinary action is taken it shall be removed.

Written reprimands are used to:

- a. Correct violations of policy and procedures
 - b. Correct repeated procedural errors
 - c. Correct violation of other written directives
3. **Suspension** – Suspensions are temporary separations from the City service for disciplinary purposes. A dispatcher may be suspended by his department head without pay for the length of time determined appropriate not to exceed twenty-four (24) hours in any twelve-month (12) period. Additional suspensions or suspensions for a longer period of time may be imposed by

the department head with the approval of the City Manager. The City Manager shall be furnished with a written statement specifying the reasons for such suspension.

The Chief of Police holds the authority to suspend a dispatcher. Supervisors may make a recommendation of 1-day suspension without pay. Command staff may make a recommendation of suspension not to exceed three (3) days. The Chief of Police is authorized to suspend a dispatcher up to ten (10) days. Suspension is appropriate when:

- a. Earlier, documented efforts to discipline have failed.
 - b. The offense is so serious that retaining the dispatcher in an on-duty status would pose a threat to public safety, or the good order and discipline of the Department.
4. **Demotion** – A dispatcher may be suspended, demoted, or dismissed if the dispatcher:
- a. Has been indicted for a felony or a misdemeanor involving moral turpitude.
 - b. Willfully, wantonly, unreasonably, unnecessarily, or through culpable negligence has been guilty of brutality or cruelty to an inmate or prisoner of a City institution or to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense, or to protect the lives of others, or to prevent the escape of a person lawfully in custody
 - c. Violates any of the provisions or regulations of this Manual.
 - d. Is offensive in his conduct or language in public, or toward the public.
 - e. Violates any lawful official regulations or order or fails to obey any proper direction made and given by a Supervisor (insubordination).
 - f. Uses or is under the influence of illegal drugs or intoxicants while on duty.
 - g. Is incompetent or inefficient in the performance of the duties of his position.
 - h. Is careless or negligent with the monies or other property of the City or takes any property of the City for his own personal uses or for sale or gift to others.
 - i. Fails to pay or make reasonable provisions for future payment of his just and legal debts or to provide for proper family support.
 - j. Has used, threatened to use, or attempted to use personal or political influence in securing promotion, leave of absence, transfer, change of pay rate, or other conditions related to his work.
 - k. Induces or has attempted to induce an officer or employee in the service of the City to commit an unlawful act or to act in violation of any lawful or official regulation or order.
 - l. Takes for his personal use from any person, any fee, gift, or other valuable in the course of his work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons, accepts any bribe, gift, token, monies or other things of value intended as an action of extortion, or other means of obtaining money or other things of value through his position in the service of the City.

- m. Speaks disrespectfully, publicly criticizes, or with malicious intent ridicules any official or employee of any Department of the City, Judge, Justices, or any other officer or any court.
 - n. Divulges or discusses any confidential City business not having previously been released or made public, discloses official information to any person unless directed to do so by his Department Head or gives out interviews or makes public speeches concerning information not previously released or made public.
 - o. Violates the sexual harassment policy.
 - p. Abuses PTO.
 - q. Habitually, excessively tardy.
 - r. Engages in activities which tend to subvert the good order of the organization and its effectiveness.
- 1. A dispatcher may be reduced in status from Permanent to Probationary if previous disciplinary efforts have failed to correct the dispatcher's misconduct and the misconduct warrants immediate action initiated at this level.
5. **Dismissal** – Dismissal is termination of employment. The Chief of Police may dismiss any dispatcher at any time. The dispatcher shall receive a written notice of dismissal within three (3) days subsequent to the effective date of the action. The written notice must include the reason for dismissal and effective date of dismissal.

ARTICLE 13 BENEFITS

Section 1: Paid Time Off Policy

The City shall provide for the Members Paid Time off as outlined in the City of Berkeley Paid Time Off Policy as outlined in Ordinance #4748. That is in effect at the time this Memorandum of Understanding is executed, and which is included as an appendix A.

Section 2: Insurance

- a. Medical Insurance — Full-time dispatchers, their spouses and dependents are currently covered under a plan with a portion of premium cost paid by the City.
- b. Dental Insurance — Full-time dispatchers, their spouses and dependents are currently covered under a plan with a portion of premium cost paid by the City.
- c. Vision Care Insurance – Full time dispatchers, their spouses and dependents are currently covered under a plan with a portion of premium cost paid by the City.
- d. Life Insurance — Dispatchers are insured for one time their annual compensation (base salary or hourly wage). The full cost of the premium is to be paid by the City.

- e. The employer agrees to maintain all insurance coverage for dispatchers covered by this Agreement that are the same as or substantially similar to those provided to other City police officers.

Section 3: Retirement

A dispatcher, who retires at age 55, will be offered the opportunity to stay with the group dental, vision and medical insurance program under COBRA guideline at the retired dispatchers' expense.

Section 4: Funeral Leave

Funeral leave will be granted with pay in the event of a death of a member of a dispatcher's immediate family. The immediate family consists of the spouse, children, mother, father, brother, sister, and grandparents. Funeral leave shall not exceed three (3) working days.

Section 5: Jury Duty

A dispatcher shall be granted an approved leave of absence from work when such leave is required to attend jury duty. It is expected that the dispatcher provides the City with prior written notice of jury duty as far in advance as is possible. Dispatchers required to serve on jury duty will be paid their normal rate of pay.

A dispatcher shall be granted leave with pay when required to be absent from work for jury duty or as a trial witness. The City does not reimburse mileage.

Section 6: Training Leave

All required job related training will be paid for by the City.

Each dispatcher is required to complete mandatory training requirements established by Virtual Academy.

Dispatchers will be paid their base rate for each class hour of training completed. The Chief must receive a certificate of completion. Dispatchers will not be compensated for travel time or mileage but may be allowed to utilize a police department vehicle for transportation to and from the training location. A request to attend a particular training session may be denied if the dispatcher's attendance of the session will create an overtime situation in the department or will lead to a shortage in staffing.

Section 7: Military Leave

With regard to the military leave, the City shall adhere to federal and state law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 8: Voluntary Deferred Compensation

Members shall be afforded the option to enroll into a secondary retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. Payments to said program shall be made through payroll deduction.

ARTICLE 14 ADDITIONAL PROVISIONS

Section 1: Union Access to Work Site

In the event a designated Steward is unable to handle or assist a dispatcher with a particular issue, then an authorized representative of the Union shall be permitted to visit the Department during working hours to talk with the effected dispatcher or the Steward and/or representatives of the Employer concerning matters covered by this Agreement.

Section 2: Union Access to Records

The Union or a representative shall have the right to examine any open records pertaining to the computation of compensation of any dispatcher whose pay is in dispute or any other records open of the dispatcher pertaining to a specific grievance, at reasonable times with the dispatcher's written consent.

Section 3: Minimum Staffing

The City agrees to take all necessary steps to fill vacancies within a reasonable amount of time.

**ARTICLE 15
MISCELLANEOUS PROVISIONS**

Section 1: Off-Duty Responsibility

The City recognizes that all dispatchers are presumed to be subject to duty twenty-four (24) hours per day. Any legal action taken by a dispatcher on his/her time off, which would have been taken by a dispatcher on duty, if present or available, shall be considered police action, and dispatchers shall have all the rights and benefits concerning such action as if they were on active duty.

Section 2: General Orders

The Department will make accessible to each Member a notebook in print or electronic media that contains the City Policies, Procedures, General or Special Orders of the Department, and this Agreement. Members will further receive training in each and every item for which they will be expected to abide.

**ARTICLE 16
LEGAL REPRESENTATION**

If in the performance of their duty a civil action is filed against a dispatcher, the City will represent.

**ARTICLE 17
ENTIRE MEMORANDUM OF UNDERSTANDING**

If a conflict exists between this Agreement and the Personnel Policies and Procedures, this Agreement will prevail; however, if there is no conflict, the Personnel Policies and procedures will prevail. Waiver or any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

**ARTICLE 18
INTERNAL INVESTIGATIONS TIME LIMITS**

Section 1: Investigation Time Limits

- A. The Internal Affairs Unit shall only conduct administrative investigations when authorized by the Chief of Police. The Internal Affairs Unit will not conduct criminal investigations.

- B. Serious complaints are referred to Internal Affairs for complete investigation depending on the nature of the allegation. "Serious complaints" include but are not limited to complaints of criminal conduct or corruption, excessive force, sexual harassment, moral turpitude, and breaches of civil rights. Allegations requiring investigation that are extremely lengthy, time consuming, involve multiple division/sections, or when other investigative resources are unavailable will be investigated by the Internal Affairs Unit. Any member interviewed for an Internal Affairs investigation will be allowed to have legal representation and/or Union representation present. Notice shall be given to allow the member to obtain representation prior to the interview. If no notice is given, the member shall have up to two (2) hours for representation to arrive.
- C. Supervisors assigned a case are to forward their findings to Internal Affairs for review within twenty (20) working days, unless extended by the Chief of Police. Internal Affairs will review the report for sufficiency of investigation and then return the report for review by the member's entire chain of command.
- D. The Chief of Police should try to render a conclusion to complaints investigated by supervisors within twenty (20) working days of original receipt of the complaint.
- E. Cases investigated by Internal Affairs should be completed and forwarded to the designated Chain of Command for review within thirty (30) working days unless a time extension is granted by the Chief of Police. The Chief of Police reserves the right to designate a Chain of Command other than the affected member's for the review.
- F. The Chief of Police should render a conclusion to complaints investigated by Internal Affairs within sixty (60) working days of the original receipt of the complaint.
- G. For purposes of this Article, working days shall be Monday through Friday excluding any holidays.

Section 2: Statement of Allegations/Rights

When a dispatcher is to be notified that he/she has become the subject of an administrative investigation assigned to Internal Affairs, the subject member will immediately receive a written statement of the allegations and the member's rights and responsibilities related to the investigation or as soon as reasonably possible.

ARTICLE 19 SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provisions in this Agreement, should be determined to be declared to be invalid by appropriate court action, or are determined to be inconsistent with the Federal and/or State Law, the remaining parts or portions of this Agreement shall remain in full force and effect.

Any proposed change in City Policy that may have an effect on patrol officers will be provided to the Union 60 days in advance before implementation.

During the term of this Agreement, if the Missouri General Assembly enacts new legislation that changes this agreement, the City will implement such changes.

ARTICLE 20 WAGES

All increases and monetary benefits will be discussed with the Police Chief and the Union prior to the Police Department submitting their annual budget to the City of Berkeley for approval.

A newly hired dispatcher's salary will be \$50,000 annually.

ARTICLE 21 LONGEVITY PAY

This is an annual anniversary payout and will be considered taxable income. On employee's anniversary listed below, the employer agrees to pay for longevity to Members belonging to this bargaining unit:

5-9 year anniversary - \$400
10-14 year anniversary - \$600
15-19 year anniversary - \$800
20+ years anniversary - \$1,000

ARTICLE 22 DURATION

This Memorandum of Understanding will remain in effect for two (2) years from the date the Agreement is signed by both parties.

One hundred and eighty (180) days prior to the expiration of this MOU, parties may begin negotiations. During the negotiation period this Agreement shall continue in full force and effect until a new Memorandum is signed.

IN WITNESS WHEREOF, the parties have signed and executed this and several copies.

FOR THE EMPLOYER:

The City of Berkeley

Mayor, Babatunde Deinbo

Date: _____

FOR THE UNION:

Eastern Missouri Coalition of Police,
Fraternal Order of Police, Lodge 15

President, Donald Van

Date: _____