

1 **AN ORDINANCE PURSUANT TO ORDINANCE 62234 FOR POLICE DIVISION**
2 **SERGEANT BARGAINING UNIT BETWEEN THE CITY OF ST. LOUIS MISSOURI**
3 **AND THE ST. LOUIS POLICE OFFICERS ASSOCIATION/FRATERNAL ORDER OF**
4 **POLICE, LODGE 68.**

5 **SECTION ONE:** On June 16, 2016, the City recognized the Union as the duly elected
6 exclusive collective bargaining representative of all full-time commissioned personnel of the
7 Police Division of the Department of Public Safety holding the rank of Police Sergeant
8 (“Bargaining Unit”), excluding sergeants assigned to any of the following: office of the
9 Commissioner of Police, Office of the Assistant Chief of Police, or as staff of any Lt. Colonel.

10 **SECTION TWO:** As of the date of this Ordinance, the City and the Union are in
11 bargaining concerning the terms and conditions of employment of members of the bargaining
12 unit.

13 **SECTION THREE:** It is understood and agreed the City, at its sole discretion,
14 possesses the right, in accordance with applicable laws, to manage all operations, including the
15 direction of the working force and the right to plan, direct, and control the operation of all
16 equipment and other property of the City, except as modified by this Agreement or a collective
17 bargaining agreement between the parties.

18 **SECTION FOUR:** The City and the Union agree that all employees in a bargaining unit
19 for which the Union has been recognized by the City as the exclusive collective bargaining
20 representative who are not members of the Union or who do not become members within (30)
21 days of the effective date of this Agreement shall pay a fair share fee to the Union for its
22 representation of them in collective bargaining. Any new officer hired or promoted into the

1 bargaining unit represented by the Union who does not become a member of the Union within
2 thirty (30) days and remains in the bargaining unit shall pay a fair share fee to the Union. Said
3 fee shall be determined by the Union and agreed to by the Director Personnel in accordance with
4 Ordinance 62234 and Section Five of this Agreement; provided, however, that the amount of
5 said fee shall not exceed the cost of Union dues or the cost of the collective bargaining process
6 and contract administration in pursuing matters affecting wages, hours, and other conditions of
7 employment.

8 **SECTION FIVE:** It shall be the sole responsibility of the Union to calculate the amount
9 of the fair share fee that may be charged to non-members within a bargaining unit. The Union
10 shall establish procedures for the calculation of fair share fees which shall comply with
11 applicable law; provided, that any asserted failure to comply with applicable law on the part of
12 the Union shall not be a basis for any refusal or failure by the City to deduct or transmit such fair
13 share fees calculated by the Union unless such refusal is otherwise provided for in this
14 Agreement. All fair share fees calculated by the Union shall be reviewed and agreed to by the
15 Director of Personnel prior to implementation.

16 **SECTION SIX:** Upon identification of the employees in a bargaining unit who are not
17 members of the Union and completion of the notification process described below, the City shall
18 deduct from the earnings of said employees the amount of such employees' fair share fee as
19 determined by the Union and agreed to by the Director of Personnel, and shall promptly remit
20 such monies together with appropriate records to the designated Union official.

1 **SECTION SEVEN:** The Union agrees that it shall issue a notice to all bargaining unit
2 employees who are not members of the Union on an annual basis which shall provide the
3 following:

4 **A.** A statement of the amount of the fair share fee payable by bargaining unit
5 employees who are not members of the Union;

6 **B.** A statement disclosing the method of calculating such fair share fee, including the
7 financial information on which such calculation is based;

8 **C.** The procedures which must be followed by such employee if the employee wishes
9 to challenge the Union’s calculation of the amount of the fee which is properly chargeable to
10 such employee.

11 The notice required by this Section shall be provided to each non-member employed in
12 the bargaining unit represented by the Union prior to the commencement of fair share fee
13 deductions and at least each calendar year thereafter. In addition to the annual distribution
14 described above, the notice required by this Section shall be provided to each new employee in
15 the bargaining unit and to each employee who has ceased membership in the Union, prior to the
16 deduction of fair share fees from the earnings of such employee. The City agrees to provide to
17 the Union, within thirty (30) days after the effective date of the Agreement, a list containing the
18 names and work addresses of each nonmember employed within a unit represented by the Union.
19 The City agrees to notify the Union of the name and work address of each new employee
20 working in the bargaining unit and of each employee who ceases membership in the Union
21 within thirty (30) after such employee begins employment or ceases membership.

1 **SECTION EIGHT:** In the event any employee challenges the Union’s right to, or
2 calculation of the fair share fee payable by such employee, such challenge shall be heard by the
3 Civil Service Commission, which shall promptly hold a hearing and decide the matter. No fair
4 share fee shall be withheld from an employee challenging the withholding or amount of the fee.
5 Upon the conclusion of such a challenge, all fees determined to be payable by the Civil Service
6 Commission and not previously paid as a result of such challenge shall become immediately due
7 and payable.

8 **SECTION NINE:** The Union agrees to indemnify and hold the City harmless against
9 any liability which may arise by reason of any action taken by the City in complying with the
10 provisions of the Agreement provided that:

11 **A.** The City gives the Union notice in writing of any claim, demand, suit or other
12 form of liability in regard to which it will seek to implement this Section; and

13 **B.** If the Union so requests in writing and the City agrees, the City will relinquish to
14 it full responsibility for the defense of such claim, demand, suit or other form of liability and will
15 cooperate with the Union in gathering evidence, securing witnesses and all of other aspects of
16 said defense. It is expressly understood that the provisions of this Section will not apply to any
17 claim, suit or other form of liability which may rise as a result of any type of willful misconduct
18 by the City or the City’s improper execution of the obligations imposed upon it by this
19 Agreement.

20 **SECTION TEN:** All employees covered by this Agreement shall have the right to file a
21 timely objection about the withholding of fair share fees with the Civil Service Commission.=

1 **SECTION ELEVEN:** The City and the Union further agree that employees covered by
2 this Agreement shall not be deprived of any protection granted by Federal, State and City law.
3 Employees shall not be discriminated or retaliated against on the basis of race, creed, color,
4 national origin, ancestry, age (40 years and older), disability, religion, sex, sexual orientation,
5 gender identity or expression, marital status, genetic information, or labor organization activity
6 or membership, in accordance with applicable Federal, State and City law.

7 **SECTION TWELVE:** Emergency Clause. This being an ordinance for the preservation
8 of public peace, health, and safety, it is hereby declared to be an emergency measure within the
9 meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore
10 shall become effective immediately upon its passage and approval by the mayor.