



EASTERN MISSOURI COALITION OF POLICE
FRATERNAL ORDER OF POLICE, LODGE 15
2110 COLLIER CORPORATE PARKWAY, ST. CHARLES, MO 63303
PHONE: (636) 757-3916 FAX: (636) 757-3918
WWW.MOFOP15.COM



THE KLOEPEL LAW FIRM
GREGORY C. KLOEPEL
CHIEF LEGAL COUNSEL

GREGKLOEPEL@KLOEPELAW.COM

February 15, 2021

Michael Harris
Harris, Dowell Fisher & Harris, L.C.
15400 South Outer Forty, Suite 202
Chesterfield, MO 63017

Re: Collective Bargaining Contract/Interim Agreement/Addendum

Dear Mike:

This is written on behalf of our members in the Chesterfield Police Officers Association and the bargaining unit members under contract with the City of Chesterfield. It is written as a demand that the City of Chesterfield uphold its obligations under the Collective Bargaining Agreement ratified on November 26, 2018 which incorporated the Interim Agreement of October 3, 2017.

As we are all keenly aware, no one could have predicted the Covid-19 pandemic that attacked us in 2020. It was and continues to be a very unique time. As a result, in late March early April, 2020, the City decided it was going to have to lay-off or furlough employees due to anticipated losses as a result of the pandemic. Further, the City sincerely believed it would experience a significant reduction in future funding levels and a loss of General Fund Municipal Tax revenues in excess of \$1.647 million below the 2018 budgeted sales tax revenue due to the pandemic. Thus, the City exercised the paragraph 11 provision of the Interim Agreement, the kick out clause and froze all step increases and raises. In order to avoid furloughs or layoffs, on or about April 13, 2020, the parties entered into an Addendum which resulted in members of the police department taking a ten percent (10%) across-the-board reduction in compensation.

Further, the police officers understood that the City could reasonably anticipate a Loss of General Fund Municipal Tax revenues due to the force majeure that the pandemic brought. It should be noted that the City of Chesterfield was the only City in the region that discussed layoffs or furloughs for their Police Department. The 10% temporary reduction in pay lasted approximately five weeks. It is disheartening and concerning to the Officers that during the same time the kick out clause was in effect, the City was in negotiations to purchase a parcel of land. In September, the City approved the agreement to purchase 7.83 acres of land at a value of \$6.9 million. While the Officers were not

receiving contractual raises, \$4 million of the purchase price came from cash reserves. Right or wrong, the officers felt this to be the proverbial slap in the face.

Following review of the financials and discussions with City Officials, it is the Police Officers Association's position that the kick out clause should not have been utilized. At the very least, we believe that once it was realized that the financial situation of the City was not as dire as anticipated the kick out clause should have been rescinded and annual salary increases implemented pursuant to Article 14, section 1, the Interim Agreement Appendix A, of the Collective Bargaining Agreement, regarding compensation and annual salary increases. Per the contract, all existing non-probationary Police Officers and Sergeants with acceptable performance reviews will receive an annual salary increase equal to the value of the next step in the salary matrix. This equates to an approximate increase of 2.4% per officer.

In addition, in October of 2020 the City of Chesterfield received \$3.26 million due to the CARES Act. This money was realized as a reimbursement of police salaries during the pandemic. Language in the Addendum specifically states that directed funds should be used to reimburse/reinstate police salaries and raises. The vast majority of the officers in the bargaining unit are of the belief that they have made huge sacrifices for the City during the pandemic. After the threat of furloughs and or layoffs, several officers left the City's employ due to the lack of job security for what they perceived a more stable working environment. The remaining officers who have decided to stick it out have sacrificed by taking pay cuts, salary freezes and a change in their work schedules, resulting in the officers working a longer shift in order to cover the decrease in manpower.

Throughout this, the officers continued to professionally execute their duties and uphold their oath to protect and serve the citizens of Chesterfield during these trying times. While at the same time, the bargaining unit believes the City has failed to live up to the terms and conditions of the contract once it was realized that the losses that the City reasonably anticipated did not come to fruition.

Also, the officers understand that retroactive pay is not a possibility. However, the longer the City is in violation of the contract by withholding annual salary increases, more harm is being suffered by members of the Police Department. By withholding raises from the period of July 1, 2020 to present, officers as a group have lost \$81,621. This figure does not include the lower contribution into retirement accounts of \$6,530. Officers' total loss between unreceived raises and lower contributions into retirement accounts is \$88,151. Also, there is no dollar amount to be placed upon the officers' declining moral as a result of the situation. Recruiting new officers and retaining qualified officers is in jeopardy due to the perceived lack of appreciation that is felt by the Officers from the City of Chesterfield.

While the City of Chesterfield and the Fraternal Order of Police are currently in negotiations for a new contract, it is our position that the City is in violation of the current contract. Our members of the Chesterfield Police Officers Association and members of

the bargaining unit demand that the Collective Bargaining Agreement signed November 26, 2018, and in effect till June 30, 2021, be recognized and enforced. In order to move forward, the officers seek reassurance that the City will abide by the terms and conditions of not only this contract but future contracts as well.

As always, we look forward to a continued productive and mutually beneficial relationship with the City as the parties have worked so hard to develop and nurture. Please let me know if you have any questions or concerns regarding this matter and as always we will make ourselves available for any discussions you may wish to have.

Very truly yours,

Greg K. Kloeppel

GREGORY C. KLOEPPPEL

GCK/smp
