

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

St. Louis Police Officers Association,)	
Joseph Steiger, and Edward Clark,)	
)	
Plaintiffs,)	No.
v.)	
)	Div.
The City of St. Louis,)	
)	
Defendant.)	
)	

Serve:
Michael A. Garvin
City Counselor
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St. Louis, MO 63103
314-622-4078 Phone

PETITION FOR DECLARATORY JUDGMENT

COME NOW Plaintiffs, and by and through their attorneys, and for their Petition for Declaratory Judgment state as follows:

Parties

1. Plaintiff St. Louis Police Officers Association (hereinafter "SLPOA") is an unincorporated voluntary membership association, the principal office of which is located in St. Louis, Missouri. The Association is a labor organization that is the recognized exclusive collective bargaining representative of a bargaining unit of commissioned police officers, probationary police officers, and police trainees employed by Defendant City of St. Louis.
2. Plaintiff Joseph Steiger is President of SLPOA and is employed as a police officer by Defendant City of St. Louis. Steiger serves on the SLPOA bargaining team.

3. Plaintiff Edward Clark is Vice President of the SLPOA, is employed as a police officer by Defendant City of St. Louis, and is a resident and taxpayer of the City of St. Louis.
4. Defendant City of St. Louis ("City") is a constitutional charter city organized under the laws of the State of Missouri.

JURISDICTION AND VENUE

5. The Court has jurisdiction over this action pursuant to § 527.010 of the Declaratory Judgment Act, which authorizes this Court to grant declaratory judgments.
6. Venue is proper in this Court pursuant to §508.010(1).

FACTS

7. On September 15, 1970 the voters of the City of St. Louis amended the City's Charter by adopting a proposition presented by an ordinance, which added a new section, Section 31, to Article XVIII (hereafter "Section 31") that, in part, provides:

Notwithstanding any other provisions of this Charter or ordinances of the City of St. Louis to the contrary or in conflict herewith, the following designated ranks and positions of members and employees of the Fire Department of the City of St. Louis shall for the purposes of compensating said members and employees of said Fire Department by salaries for their duties be equivalent to and correspond with the ranks and positions of officers of the police force of the City of St. Louis hereinafter set forth beside each respectively, and the salaries of said designated ranks and positions of members of the Fire Department of the City of St. Louis shall from and after the effective date of this section and thereafter not be less than the salaries provided by law for the said equivalent and corresponding ranks and positions of officers of the police force of the City of St. Louis, set forth beside each respectively...

8. At the time of enactment of Section 31 of the City Charter, the City governed its Fire Department and employees of the Fire Department were employed by the City.
9. At the time of enactment of Section 31 of the City Charter, the police force of the City of St. Louis was not a department of the City, but instead, was an agency of the State of Missouri governed by the St. Louis Board of Police Commissioners ("Board") appointed by the Governor of the State of Missouri and operated pursuant to Sections 84.010 – 84.340 of the laws of the State of Missouri.
10. At the time of enactment of Section 31 of the City Charter, police officers serving in the City of St. Louis were employees of the Board, not the City.
11. At the time of enactment of Section 31 of the City Charter, the terms and conditions of employment of the police officers employed by the Board, including salaries, were set by state statute pursuant to Chapter 84.010 *et. seq.* enacted by the Missouri General Assembly and signed by the Governor.
12. Article I, Section 29 of the Constitution of the State of Missouri provides that employees have a constitutional right to "organize and bargain collectively through representatives of their own choosing."
13. At the time of enactment of Section 31 of the City Charter, police officers and other public employees had no right to engage in collective bargaining because of the Missouri Supreme Court's ruling in *City of Springfield v. Clouse*, 206 S.W.2d 539 (Mo. 1947), holding that Article I, Section 29 did not apply to public employees.

14. In 2007, in its decision, *Independence NEA v. Independence School District*, 223 S.W. 3d 131 (Mo. 2007), however, the Missouri Supreme Court overturned *City of Springfield v. Clouse* and held that Article I, Section 29 applied to all public employees and such employees had a constitutional right to engage in collective bargaining.
15. On November 6, 2012, the voters of the State of Missouri passed Proposition A, an initiative petition, commonly referred to as the Local Control Initiative, that enacted a new set of state statutes, Sections 84.344 *et. seq.* This Local Control Initiative permitted a city not within a county, such as the City of St. Louis, to assume control of and govern its own police force.
16. Pursuant to the Local Control Initiative, effective September 1, 2013, the City enacted the necessary ordinances to take over governance of the St. Louis police from the Board of Police Commissioners.
17. Effective September 1, 2013, the police officers, probationary police officers, and police trainees represented by SLPOA became employees of the City of St. Louis.
18. Effective September 1, 2013, the City recognized the SLPOA as the exclusive collective bargaining representative of the police officers, probationary police officers, and police trainees employed by the City of St. Louis and has engaged in collective bargaining with the SLPOA concerning their terms and conditions of employment.
19. In collective bargaining with the SLPOA concerning wages of police officers

represented by SLPOA, the City's bargaining representatives have repeatedly stated that Section 31 of the City Charter requires parity between the salaries of such police officers and Fire Department employees of comparable ranks and therefore, the City claims that it must determine the feasibility of any SLPOA proposal by assuming it would also apply to its Fire Department employees of comparable rank.

20. In collective bargaining with the SLPOA concerning wages of police officers it represents, the City's bargaining representatives have repeatedly stated that "but for parity," it could offer police officers higher salaries.
21. In collective bargaining with the SLPOA concerning wages of police officers it represents, the City's bargaining representatives have stated that because of Section 31 of the City Charter, the SLPOA effectively bargains for the wages of Fire Department employees, even though the SLPOA is not the collective bargain representative of Fire Department employees.
22. The City has a duty to bargain in good faith with the SLPOA, an obligation that includes the duty to be open and honest in bargaining. *AFT v. Ledbetter*, 387 S.W.3d 360 (Mo. 2012)
23. The Missouri Supreme Court has held that the intent of Section 31 of the City Charter was to require the City to pay employees of the Fire Department wages not less than the wages set by the Missouri General Assembly for police officers of comparable ranks. *State ex rel. St. Louis Fire Fighters Assoc. v. Stemmler*, 479 S.W.2d 456, 457 (Mo. 1972).

24. Effective September 1, 2013 with the implementation of Local Control, the Missouri General Assembly no longer had the authority to determine the wages of the City's police officers.
25. The wages of police officers employees are now determined by collective bargaining between the City and the SLPOA as approved by the Board of Aldermen.

**COUNT I: CLAIM FOR DECLARATORY JUDGMENT THAT SECTION 31 OF
THE CITY CHARTER NO LONGER REQUIRES PARITY BETWEEN THE
POLICE OFFICERS AND FIRE DEPARTMENT EMPLOYEES**

26. Paragraphs 1 through 25 of this Petition are incorporated herein by this reference.
27. It is the intent of Section 31 of the City Charter that the City pay employees of the Fire Department at least the same salaries as police officers of a comparable rank only when the Missouri General Assembly, a governmental entity separate from the City, determines the wages of police officers.
28. Since September 1, 2013 and the implementation of Local Control, the General Assembly has no authority to determine the wages of police officers employed by the City.
29. Because the Missouri General Assembly no longer determines the wages of police officers employed by the City of St. Louis, Section 31 of the City Charter does not require the City to pay employees of its Fire Department at least the same wages of police officers of comparable rank employed by the City.
30. The City's construction of Section 31 of the City Charter that it must pay

employees of its Fire Department at least the same wages as police officers of comparable rank employed by the City is contrary to the intent of Section 31, false and invalid.

31. The City's construction of Section 31 that it requires parity between the salaries of such police officers and Fire Department employees of comparable ranks interferes with Plaintiffs' exercise of the constitutionally protected right of collective bargaining as guaranteed by Article I, Section 29 of the Missouri Constitution.
32. The City's construction of Section 31 of the City Charter that it must pay employees of its Fire Department at least the same wages as police officers of comparable rank employed by the City makes the SLPOA negotiate for a group of employees it does not represent, employees of the City's Fire Department, and therefore, violates Article I, Section 29 of the Missouri Constitution.
33. The City's reliance on Section 31 in bargaining with the SLPOA violates the duty to bargaining in good faith in violation of Article I, Section 29.
34. The City's construction of Section 31 of the City Charter that it must pay employees of its Fire Department at least the same wages of police officers of comparable rank employed by the City interferes with SLPOA's ability to negotiate for and protect the interests police officers, and therefore, violates Article I, Section 29 of the Missouri Constitution.
35. The City's construction of Section 31 of the City Charter is causing and will continue to cause Plaintiffs irreparable harm.

36. Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs pray that this Court grant the following relief:

- A. Issue a declaratory judgment that Article XVIII, Section 31 of the City Charter does not require the City to pay employees of its Fire Department the same wages as the City's police officers of comparable rank employed by the City;
- B. Issue a declaratory judgment that the City's construction of Section 31 of the City Charter that it requires parity between the wages of its Fire Department employees and police officers it employs is invalid and violates Plaintiffs' rights to engage in collective bargaining pursuant to Article I, Section 29 of the Missouri Constitution;
- C. Issue a declaratory judgment that any reliance upon Article I, Section 31 by the City in bargaining with the SLPOA violates its duty to bargain in good faith;
- D. Order Defendant to pay the costs of this action.
- E. Award such other relief as the Court deems just and proper.

COUNT II: ALTERNATIVE CLAIM FOR DECLARATORY JUDGMENT THAT IF SECTION 31 OF THE CITY CHARTER REQUIRES PARITY IN WAGES BETWEEN FIREMEN AND POLICE OFFICERS EMPLOYED BY DEFENDANT CITY, IT VIOLATES ARTICLE I SECTION 29 OF MISSOURI'S CONSTITUTION

- 37. Paragraphs 1 through 25 of this Petition are incorporated herein by this reference.
- 38. If Section 31 of the City Charter requires wage parity between firemen and police officers employed by the City, it effectively requires the SLPOA to collectively bargain wages for a group of employees it does not represent – i.e. firemen.

39. In the alternative, if Section 31 of the City Charter requires wage parity between firemen and police officers employed by the City, it interferes with Plaintiffs' right to engage in collective bargaining for the bargaining unit of police officers, which it represents, and therefore, violates Article I, Section 29 of the Missouri Constitution.
40. Plaintiffs have been and will continue to be irreparably harmed if the conduct complained of herein is not enjoined.
41. Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs pray that this Court grant the following relief:

- A. Issue a declaratory judgment that Article XVIII, Section 31 of the City Charter violates Plaintiffs' right to engage in collective bargaining in violation of Article I, Section 29 of the Missouri Constitution;
- B. Issue a declaratory judgment that Article XVIII, Section 31 of the City Charter violates the City's obligation to bargain in good faith with the SLPOA;
- C. Order Defendant to pay the costs of this action.
- D. Award such other relief as the Court deems just and proper.

Respectfully submitted,

SCHUCHAT, COOK & WERNER

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