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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made this 16th day of August, 2018, between the CITY of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the "CITY", and the Fraternal Order of Police, Portneuf Valley Fraternal Order of Police Local Lodge #13, hereinafter referred to as the "UNION".

ARTICLE 1 – PURPOSE AND WARRANTY OF AUTHORITY

The purpose of this Agreement is to promote and improve relations among the CITY and the UNION; to establish a formal understanding relative to all negotiated conditions of employment as provided for in this Agreement; and to provide the means of amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will be to the welfare of the citizens of Pocatello, Idaho.

The parties signing this Agreement on behalf of the CITY and the UNION respectively declare they are executing this Agreement by the authority granted them from their respective bodies, and are acting in good faith with the intent to bind the respective parties and fully perform the Agreement.

It is also agreed that where there are clear differences in the wording and the text of the Collective Bargaining Agreement, Pocatello Police Department Policy Manual, the City of Pocatello Personnel Policy Handbook, and the Police Department Personnel Administration Rules, the Collective Bargaining Agreement shall supersede and control. The only exception is for matters regarding non-sworn/civilian discipline in which the City of Pocatello Personnel Policy Handbook supersedes the Collective Bargaining Agreement.

However, all parties at the time of the contracting should make every effort to point out differences so that the Collective Bargaining Agreement, Pocatello Police Department Policy

24 Manual, the City of Pocatello Personnel Policy Handbook and the Police Department
25 Personnel Administration Rules, are not in conflict.

26 **ARTICLE 2 – UNION RECOGNITION**

27 The CITY recognizes the UNION as the sole and exclusive bargaining agency for all
28 employees in the Police Department, hereinafter referred to as Bargaining Unit members,
29 excluding the Chief of Police, Police Major, Police Captains, and Police Lieutenants for the
30 purpose of negotiating wages, rates of pay, working conditions, and all other terms and
31 conditions of employment.

32 **ARTICLE 3 – ANNUAL CITY/UNION FEEDBACK MEETING**

33 It is agreed that the UNION and the CITY, through the management of the Pocatello
34 Police Department, will meet on an annual basis in September of each year to review concerns
35 the UNION may have and receive input and feedback on changes that should be considered
36 to the Police Department Personnel Administration Rules. It is further agreed that no changes
37 will be made to the Police Department Personnel Administration Rules without first giving
38 notice to the UNION of the proposed change(s) and allow the UNION twenty-one (21)
39 calendar days to comment prior to any such changes becoming effective. Any changes to
40 controlling documents that affect wages, rates of pay, working conditions, and all other terms
41 and conditions of employment will be negotiated between the parties and memorialized in the
42 form of a CBA or Memorandum of Understanding (MOU).

43 **ARTICLE 4 – UNION UNIFORM MONTHLY SERVICE CHARGE**

44 Upon authorization of the employee, the CITY agrees to deduct uniform monthly
45 service charges in the amount specified by the authorized officer of the UNION from the
46 wages of each authorizing Bargaining Unit member, until the member's authorization is

47 revoked in writing. The CITY further agrees to remit the specified amount monthly to the
48 Secretary-Treasurer of the UNION by the fifteenth (15th) day of the following month for each
49 authorizing member.

50 **ARTICLE 5 – UNION BUSINESS**

51 **Section 1.** Bargaining Unit member elected or duly appointed to a local Union office,
52 shall be granted reasonable time in which to perform the duties related to such office,
53 including pension meetings, in-CITY union meetings and Personnel Committee meetings.
54 Leave necessary to perform the required duties outside the City of Pocatello during normal
55 duty hours for the member shall be granted by the Chief of Police, providing that the granting
56 of such leave does not adversely affect the ability of the Department to have the necessary
57 staff available to provide for public safety. On-duty Union Officers serving on a committee
58 or performing other required UNION business as dictated by the duties of the office held by
59 such person are expected to reschedule such required activities in the event that the member
60 is needed for actual police duties. Off-duty personnel committee members (shop stewards)
61 are entitled to compensatory time at the straight time rate for attending meetings with the
62 Chief of Police concerning UNION and Department issues.

63 **Section 2.** It is the responsibility of the UNION to at all times provide the CITY with
64 a current list of shop stewards.

65 **Section 3.** UNION representative(s) shall be allowed access to all facilities of the
66 CITY wherein the employees covered by this agreement may be working for the purpose of
67 representation as long as it does not interfere with the normal work process at such facility or
68 of staff of that facility.

69 **ARTICLE 6 – DISCRIMINATION**

70 The CITY agrees not to discriminate against any employee for his/her activities on
71 behalf of, or membership in, the UNION.

72 It is the policy, intent and purpose of both the CITY and the UNION that there should
73 be no discrimination as between members with respect to compensation, terms, conditions or
74 privileges of employment on account of race, color, ethnic or national origin; age; religion or
75 religious creed (or belief, where applicable); sex, including pregnancy, childbirth,
76 breastfeeding, or related medical conditions; sexual orientation; gender, or gender identity;
77 nationality, immigration status, citizenship, or ancestry; marital status; protected military or
78 veteran status; physical or mental disability, medical condition, genetic information or
79 characteristics (or those of a family member); political views or activity; status as a victim of
80 domestic violence, sexual assault, or stalking; or any other basis prohibited under federal,
81 state, or local law.

82 **ARTICLE 7 – COMPENSATION**

83 **Section 1. Field Training Officer/Communication Training Officer – Additional**
84 **Pay.** Field Training Officers and Communication Training Officers will be paid thirty-five
85 dollars (\$35.00) per day while engaged in training a member in the FTO program.

86 **Section 2. K-9 Officers** will be paid for thirty (30) minutes each day at the rate of
87 one and one-half (1½) times their regular rate of pay for care and maintenance of the police
88 dog.

89 **Section 3. Step-Up Pay.** Any Sergeant who is assigned the responsibilities and duties
90 of a Lieutenant for two or more shifts worked during their scheduled work week shall receive
91 step up pay equivalent to the rank of Lieutenant on the first step of the pay scale.

92 Any Corporal who is assigned the responsibilities and duties of a Sergeant for two or
93 more shifts worked during their scheduled work week shall receive step up pay equivalent to
94 the rank of Sergeant on the first step of the pay scale.

95 Step up pay under this section is paid only for the shift the member was actually
96 assigned the responsibilities and duties of the step-up grade.

97 **Section 4. Shift Differential.** Members of the Bargaining Unit who work the
98 following shifts shall receive a shift differential payment as set out below:

- 99 1. Mid-Day Cover Shift will be paid fifteen cents (\$.15) per hour shift differential.
- 100 2. Swing or Afternoon Shift will be paid forty cents (\$.40) per hour shift differential.
- 101 3. Midnight Shift will be paid sixty-eight cents (\$.68) per hour shift differential.

102 Shift differential payments do not apply to holdovers from a previous shift or overtime
103 consecutive to a shift.

104 **Section 5. Court Time Pay.** This provision applies to all members of the Bargaining
105 Unit. The CITY will pay off-duty members one and a half (1.5) hours for preparation time at
106 their normal rate of pay for any scheduled morning court appearance and one and a half hours
107 (1.5) for preparation time at their normal rate of pay for any scheduled afternoon court
108 appearance. The officer will also be paid a minimum of two (2) hours at their normal rate of
109 pay for each court appearance at which an officer is called to testify that is not canceled by
110 1800 hours the day prior. In the event that the appearance lasts for longer than 2 hours the
111 officer shall be paid for the total time spent at the court that is related to the appearance. Off-
112 duty members not notified by 1800 hours the day prior to a scheduled court appearance, but
113 notified of cancellation prior to reporting to court, will be paid two (2) hours prep time at their
114 normal rate of pay instead of the preparation time pay set out above.

115 No additional compensation shall be paid to on-duty members for preparation or court
116 appearances. No employee shall be allowed to apply for or receive court-paid witness fees
117 for Bannock County court appearances.

118 **Section 6. Certification Incentives - Dispatch.** This provision applies to all
119 members of the Bargaining Unit who hold a dispatch certificate and are able to assist and work
120 in dispatch as the need arises, this requires a current EMD card and any other required
121 certifications being current. The incentive amount is paid annually in a lump sum on the first
122 payroll in November in the fiscal year following attainment of that level for the duration of
123 this contract.

124	Intermediate	\$300.00
125	Advanced	\$450.00

126 **Section 7. Education Incentive.** It is agreed by and between the CITY and the
127 UNION that it is beneficial for the members of the bargaining unit to be highly educated. With
128 that as a goal, the CITY agrees to provide a recruitment incentive, a current member education
129 incentive, and a Qualified Educational Assistance Reimbursement Program for members of
130 the Bargaining Unit to continue their education. Except as otherwise set out below, this
131 provision applies to all members of the Bargaining Unit:

132 A. **Education Status.** For all members of the Bargaining Unit hired after October 1,
133 2017 who have obtained or received a certificate or degree identified below prior
134 to the date of their employment with the CITY shall receive the following:

135 1. Associates Degree from an accredited educational institution or a POST
136 Officer Certificate: \$3,000 education incentive for one (1) year payable on
137 the first anniversary date of the member's employment with the CITY.

- 138 Such payment will only be paid so long as the member is a full time
139 employee and remains a full time employee of the CITY for the entire year.
- 140 2. BA/BS Degree from an accredited College or University: \$3,000 per year
141 for four (4) years payable in consecutive years on the anniversary date of
142 the member's employment with the CITY. Such payments will only be paid
143 as long as the member is a full time employee and remains a full time
144 employee of the CITY during each year such education incentive is paid.
- 145 3. Master's Degree from an accredited College or University: \$5,000 per year
146 for two (2) years payable in consecutive years on the anniversary date of
147 the member's employment with the CITY. Such payments will only be paid
148 as long as the member is a full time employee and remains a full time
149 employee of the CITY during each year such education incentive is paid.
- 150 4. No Bargaining Unit member shall receive an education incentive payment,
151 as set out above, for more than one degree or certificate. At the time of
152 employment, the Bargaining Unit member shall provide proof of the degree
153 or certificate and elect the degree upon which the yearly amount will be
154 paid. Once such election is made, it cannot be altered.
- 155 5. A member who elects to receive the existing education incentive, as set out
156 above, waives the right to receive any other educational incentives set out
157 herein during any year in which an educational status education incentive
158 is received. This does not include the yearly education bonus.

159 B. **Yearly Education Bonus.** The following education incentive amounts will be paid
160 in a lump sum on the first payroll in November in the fiscal year following

161 attainment of that degree. Compensation is paid only for the highest certificate or
162 degree achieved. Bargaining Unit members receiving payments as set out above
163 for educational status at the time of hire are not eligible for the following payments
164 until the second year of their employment with the CITY.

165	2 year vocational certificate	\$125.00
166	A.A. Degree	\$125.00
167	B.A. /B.S. Degree	\$250.00
168	Master's Degree	\$350.00

169 **C. Tuition Reimbursement.** Tuition reimbursement is available to all members of
170 the bargaining unit in accordance with the CITY's Qualified Educational Assistance
171 Reimbursement Program, so long as such member is not receiving, in the year
172 requested, an education status bonus payment.

173 **Section 8. Physical Fitness Incentive.** Each member of the Bargaining Unit will be
174 compensated for achieving certain score levels on the Idaho POST physical test. The test is
175 voluntary and has no effect on an individual's performance evaluation. The score levels and
176 corresponding bonus is as follows:

- 177 a. \$350.00 for a score achievement of 85 points or greater;
- 178 b. \$225.00 for a score achievement of 75-84 points;
- 179 c. \$100.00 for a score achievement of 60-74 points.

180 The test will be offered once in April and once in October each year as determined by the
181 Chief of Police. An individual may take the exam each time it is offered. Compensation
182 earned through meeting the above required point levels will be paid in the first payroll in May
183 and November following the date the individual passes the test.

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Section 9. Sworn Officer Position Classification Definitions.

<u>CLASSIFICATION</u>	<u>TIME IN JOB REQUIREMENT</u>	<u>POST CERTIFICATION REQUIREMENT</u>
Police Officer 3rd Class	N/A	N/A
Police Officer 2 nd Class	Complete Probation period of 1 Year from Date of Hire	Basic
Police Officer 1 st Class	Twelve months as a Police Officer 2 nd class	Basic
Master Patrol Officer	Five years of police service, at least three years of the five as a police officer for the CITY of Pocatello; two years as Police Officer 1st class	Intermediate
Corporal/Detective	Five years of police service, at least three years of the five as a police officer for the CITY of Pocatello; two years as Police Officer 1st class	Intermediate
Master Corporal/Detective	Three years as Corporal/Detective	Advanced
Sergeant	Three years as Corporal/Detective	Advanced
Master Sergeant	Three Years as Sergeant	Advanced and Supervisor POST certifications and 32 College credits

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Section 10. School Resource Officers.

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1. This Provision applies to the Support Services Division, D.A.R.E Officers and School Resource Officers holding those positions during the 2015-2016 school year and lasting until the completion of their assignment. Any reassignment into an D.A.R.E or SRO position after the completion of an assignment that existed in 2015-2016 will fall under the 2017 rules.

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A. Officers assigned to the Community Services Division, as specified above, shall be paid at a rate equivalent to the Pocatello Police Department Corporal rank.

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195 B. Overtime worked on duties specific to SRO shall be compensated for in the
196 form of compensatory time off (comp time) accrued at time and one-half
197 for all hours so worked. Sick leave hours are not considered time worked
198 for the purpose of computing overtime.

199 C. Overtime worked on duties not specific to SRO may be compensated by
200 overtime pay or comp time, at the officers' discretion. Sick leave hours are
201 not considered time worked for the purpose of computing overtime.

202 D. Comp time off shall be taken, to the extent possible, only when school is
203 not in session.

204 2. This Provision applies to all D.A.R.E Officers or School Resource Officers who
205 replace current officers in the 2016-2017 school years and subsequent years.

206 A. Officers assigned to the Community Services Division as specified above
207 shall be paid at their current rank.

208 B. Overtime worked on duties specific to SRO shall be compensated for in the
209 form of compensatory time off (comp time) or Overtime accrued at time
210 and one-half for all hours so worked. Sick leave hours are not considered
211 time worked for the purpose of computing overtime.

212 **Section 11. Fraternal Order of Police Legal Defense Fund.** The CITY will pay 25%
213 of the insurance premiums due for those members of the Bargaining Unit who elect to
214 participate in the Fraternal Order of Police Legal Defense Fund.

215 **Section 12. Workers' Compensation.** Bargaining Unit members unable to work due
216 to a job-related injury or illness will continue to receive their full salary and benefits, during
217 the period of their incapacity to work. The receipt of this benefit requires the member to assign

218 to the City all of the worker compensation monetary benefits received by such member
219 resulting from the incapacitating injury or illness. (This provision does not apply to any
220 worker's compensation benefits received as a result of death of the employee.) If the member
221 is limited by the injury and unable to perform all job duties, the City may seek an evaluation
222 from a physician to determine if and when a member is able to participate in light duty
223 activities with the required restrictions and accommodations recommended, if any, by the
224 physician. The member's supervisor and department head will determine if temporary light
225 duty work is available based on the restrictions and accommodations determined by the
226 physician on the treatment report. Temporary reassignment to a department may be given,
227 with preference to the Police Department, and may include a change in the employee's regular
228 duties. Refusal to accept available light duty work may be cause to discontinue worker's
229 compensation benefits and could subject the member to disciplinary action by the CITY.

230 **Section 13. Bilingual Pay Incentive Program.** The UNION agrees to the application
231 of all aspects of the CITY of Pocatello's bilingual pay incentive program, including but not
232 limited to the eligibility requirements, responsibilities of participation in the program,
233 selection of program participants, benefits amounts, method of payment and program
234 administration. Those Bargaining Unit members eligible to participate will receive \$300.00
235 in their first payroll check issued in April for each year they meet the eligibility requirements
236 of the program.

237 **Section 14. Pay Grade Changes.** Each sworn member of the Bargaining Unit will
238 be placed on the compensation matrix below pursuant to their current rank and seniority and
239 be paid pursuant to such adopted compensation matrix. Sworn members in each paygrade at
240 maximum step will receive no pay increase.

<i>FY2019 Paygrade</i>		1	2	3	4	5	6
40P	3rd Class	\$21.600					
41P	2nd Class	\$22.68					
42P	1st Class	\$23.81	\$24.41	\$25.02			
43P	Master Patrol				\$25.39	\$25.78	\$26.16
44P	Corporal	\$27.47	\$28.16	\$28.86			
45P	Master Corporal				\$29.29	\$29.73	\$30.18
46P	Sergeant	\$31.69	\$32.48	\$33.29			
47P	Master Sergeant				\$33.79	\$34.30	\$34.81

241 **Section 15. Sworn Step Increases** Effective FY2019 sworn officers who have
242 successfully completed the required introductory/probationary period of employment are
243 entitled to receive any associated step increase in compensation effective on the first day of
244 the new fiscal year.

245 a. Sworn officers entitled to automatic rank advancement and any corresponding
246 pay grade advancement shall be made on the anniversary date of the rank
247 promotion.

248 b. Sworn officers who have not completed the required introductory/probationary
249 period of employment will change rank and any corresponding pay grade
250 advancement shall be made on the anniversary date of the rank promotion.

251 **Section 16. Non-sworn/Civilian Step Advancements** In FY2019 only, all civilian
252 positions will receive a two-step movement on the applicable salary matrix effective the first
253 pay of FY2019. Employees at the scale maximum will receive no increase.

254 Civilian employees who are still in their introductory/probationary period are only
255 eligible for a single step, no additional step will be granted at the end of the
256 introductory/probationary.

257 It is acknowledged that the additional step advancement is a one-time move and takes
258 into consideration the fact that civilians did not receive any advancement when the department
259 ended longevity pay in FY2016. After FY2019 all civilian employees will receive the same
260 step increases as general City employees.

261 **Section 15. Add Pay.** With the removal of the Bargaining Unit member's longevity
262 and retention bonus, the CITY will institute an "add pay line" to those employees whose
263 annual pay will be less than their FY2016 annual compensation.

264 ADD PAY will be computed by taking the FY2016 annual salary, FY2016 annual
265 longevity, FY2016 retention bonus values and subtracting from that the agreed upon annual
266 pay and dividing the difference into the 26 pay periods in the following year.

267 This add pay line will continue to be implemented until the employee separates from
268 the CITY, receives pay raises or promotions that brings the employee to a zero sum.

269 **Section 16. On Call Pay.** In accordance with Pocatello Police Department Policy
270 Manual Section C, Item X, the scheduled Detective to be "on call" for weekend duties shall
271 be paid for two hours at their then current normal rate for each 24-hour period for which they
272 are on call. This amount shall be paid regardless of whether or not they are called out during
273 that 24-hour period. If a Detective is called out to work, he/she will receive the appropriate
274 call out pay for that 24-hour period instead of the on call pay. During the period when they
275 are deemed "on call" the Detective shall at all times be within 30 minutes of Pocatello, based
276 upon normal transportation time frames, unless otherwise approved by the Chief of Police.
277 Each on call detective shall insure that they can be contacted by phone at all times during each
278 of their scheduled on call period.

279 **Section 17. Physical Training and Recreation.** All Bargaining Unit members are
280 allotted two hours per 40-hour work week of physical fitness time while on duty. Sworn
281 members shall take this in two 1 hour blocks as manpower permits. Non-sworn members may
282 take this in 30 minute blocks with authorization from their immediate supervisor. This time
283 does not accumulate if it is not available to a member during their 40-hour week.

284 **ARTICLE 8 – WORK PERIOD AND OVERTIME PAY**

285 **Section 1. Work Period for Sworn Personnel.** The FLSA 207(k) work period,
286 defined as fourteen (14) days for the purpose of computing overtime, shall be utilized by the
287 City in computing overtime compensation for all non-exempt sworn personnel. Non-exempt
288 non-sworn personnel work period is defined as seven (7) days for the purpose of computing
289 overtime.

290 **Section 2. Work Schedule for Sworn and Non-Sworn Personnel.** Work shifts may
291 be modified when necessary to provide for adequate police staffing and coverage as a result
292 of, but not limited to, staffing losses and emergencies. Refer to Pocatello Police Department
293 Mobilization Plan policy.

294 **Section 3. Overtime Pay for Sworn Personnel.** This provision applies to all non-
295 exempt sworn members of the Bargaining Unit. Overtime shall be paid for hours actually
296 worked over 80 in a fourteen (14) day work period. Sick leave is not considered time worked
297 for the purpose of determining overtime hours. Management shall not mandate directed time
298 off for the purpose of avoiding use of overtime that is the result of unplanned and unexpected
299 work duty.

300 **Section 4. Overtime Pay for Non-Sworn Personnel.** This provision applies to all
301 non-exempt non-sworn members of the Bargaining Unit. Overtime shall be paid after working

302 forty (40) hours in one seven-day workweek. Overtime pay shall be paid at time and one-half
303 of the straight-time hourly rates for all overtime hours worked by such category of employee.
304 Sick leave is not considered time worked for the purpose of computing overtime. Management
305 shall not mandate directed time off for the purpose of avoiding use of overtime that is the
306 result of unplanned and unexpected work duty.

307 **Section 5. Compensatory Time for Sworn and Non-Sworn Personnel.** Overtime
308 may be compensated with compensatory time at the same time and one-half rate. It is the
309 obligation of the Bargaining Unit member to designate overtime as compensatory and such
310 time may only accrue up to, but not to exceed, one hundred and twenty (120) total hours. If
311 the total limitation is reached, all overtime over and above the maximum amount of
312 compensatory time allowed will be paid to the member regardless of the member's
313 designation. Compensatory time designation cannot apply to time worked by the member that
314 is funded from sources outside the City general fund, such as grants. In that event such time
315 will be paid directly to the member under the normal overtime rules set out above.
316 Compensatory time may only be utilized when staffing allows and approved by the Chief of
317 Police or their designee.

318 **Section 6. Travel.** Travel of Bargaining Unit members outside of Bannock County
319 for Department business or approved training shall be compensated as follows:

- 320 1. Lodging.
- 321 A. In the event that the training program provides lodging as part of the
322 program the member shall not be compensated for lodging outside of that
323 provided by the program. Staying in private lodging shall be at the sole
324 expense of the member;

325 B. The Department agrees to pay a total of \$100.00 per room night for
326 lodging. In the event that the cost of a single room is \$100.00 or less each
327 member can have a single room, if sufficient rooms are available. If lodging
328 costs are greater than \$100.00 the Department may require two occupants
329 per room, except for dog handlers traveling with their dogs. In that event
330 they will be provided a private room. A member may request a private
331 room by paying all amounts above the amount agreed to be paid by the
332 Department hereunder, unless the request is based on gender.

333 2. Per Diem. Members will be paid the normal CITY Per Diem rates.

334 3. Travel Time.

335 A. Air travel: Members will be paid their normal rate when traveling by air
336 during the time that they are scheduled to work their normal shift. In the
337 event the travel time occurs during an off shift time they will be
338 compensated through the use of a travel time compensation bank. Each
339 member will have the travel hours incurred credited, at straight time, to a
340 compensation time account separate from their normal compensatory time
341 account. The member shall have the right to utilize such time only during
342 the calendar year it is earned. There is no right for such time to be carried
343 over to the next calendar year except when the compensation is earned
344 during the month of December. In that event the hours earned during
345 December can be carried forward at the request of the member.

346 B. Vehicle Travel: The member charged with driving to the out of town
347 business or training shall be paid in the normal course. All passengers

348 shall not be paid unless the travel is during their normal shift time. In the
349 event that the travel is not during the member's normal shift they will be
350 compensated through the travel compensation account set out above.

351 4. If travel involves the use of a private vehicle the member will be reimbursed for
352 mileage pursuant to the normal CITY of Pocatello rates and procedures.

353 **Section 7. Direct Deposit.** Bargaining Unit members shall participate in the
354 mandatory payroll direct deposit program. The CITY will direct a member's payroll to a
355 financial institution of the member's choice. A financial institution must be designated within
356 thirty (30) days of hire. This plan shall make the member's deposit available no later than the
357 normal pay date. Paycheck stubs will accurately itemize and display income and deductions.

358 **Section 8. Military Replacement Compensation.** All sworn members of the
359 Bargaining Unit who serve in the National Guard or other Reserve component of the Armed
360 Forces of the United States may request that he/she be paid the difference between his/her
361 regular salary and the compensation they receive while participating in ordered field training
362 under the following conditions:

- 363 1. The field training must be required by the Reserve or Guard component he/she
364 is a member of and the individual must provide a copy of his/her Order's at the
365 time of the request;
- 366 2. The request may not apply to weekend, volunteer, or other similar type of regular
367 training;
- 368 3. The request is limited to a total of 80 hours of straight time compensation;

- 369 4. The individual must provide the CITY records of the compensation received
370 relating to the training within two (2) weeks of the completion of the training;
371 and
372 5. The CITY will pay to the individual, as part of the next immediate pay period,
373 the difference between what he/she was paid for training and his/her normal
374 salary.

ARTICLE 9 – STAFFING

- 376 1. Special assignments may be made at the discretion of the Chief of Police as
377 defined in departmental policy and individual job descriptions. Special
378 assignments are only applicable to the rank of 2nd Class Officer or above and may
379 include but are not limited to Crime Prevention Officer, School Resource Officer,
380 K-9 Officer, D.A.R.E. Officer, D.U.I. Task Force Officer, Bicycle Officer,
381 C.O.P.S. Officer, and Traffic Officer.
- 382 2. All sworn members of the rank 1st Class Officer or above are eligible to hold the
383 following special assignments: SWAT Officer, Hostage Negotiation Team
384 Member, Voice Stress Analysis Officer, Polygraphist, Accident
385 Reconstructionist, Arson Investigator, and Department Instructors.
- 386 3. A special assignment is not considered a special privilege for purposes of these
387 rules.

ARTICLE 10 – CLOTHING ALLOWANCE

- 389 Section 1. Uniform standards are established by management. The CITY agrees to
390 provide Bargaining Unit members with uniforms and safety equipment pursuant to the Police
391 Department Operations Policy.

392 **Section 2.** In addition to the provided equipment, the CITY agrees to pay uniformed
393 civilian and sworn personnel, including narcotics detectives, \$565.00 in a lump sum payment
394 on the first paycheck of April for uniform and equipment maintenance. The CITY agrees to
395 pay plainclothes sworn officers within the Detective division excluding the Narcotics
396 detectives \$1,053.00 in a lump sum payment on the first paycheck of April for uniform and
397 equipment maintenance. In addition to the above clothing allowance payments, each sworn
398 officer, evidence technician, code enforcement officer, parking enforcement, and licensing
399 technician will be paid a boot/footwear allowance in the amount of \$200.00 per year. Such
400 allowance will be paid in the first pay period of April of each year. Uniformed civilian half-
401 time personnel will receive one-half (1/2) of the amount uniformed personnel receive for
402 uniform and equipment maintenance excluding the boot/footwear allowance.

403 **Section 3.** The CITY will provide safety equipment at no cost to the member. If a
404 member opts to upgrade the equipment, said member will pay the difference. All equipment
405 will be inspected and must meet department and federal standards. Weapons modification is
406 not included in this Contract.

407 **Section 4. Issued Equipment and Uniforms.**

- 408 1. Sworn Members
- 409 A. Class A Uniform
- 410 1. Department Badge- Silver for Officers and Corporals, gold and silver
411 for Sergeants and all gold for Lieutenants and above.
- 412 2. Serving Since Pin- Silver with blue print for Corporals and Officers,
413 gold with blue print for Sergeants and above.
- 414 3. Collar Brass- Silver for Corporals and Officers, gold for sergeants and
415 above.
- 416 4. Any issued department Medals
- 417 5. Blue Sleeve Chevrons- For all members Sergeant and below.
- 418 6. Whistle and Snake Chain- Silver for Corporals and Officers, Gold for
419 Sergeants and above.
- 420 7. Shoulder Braid- Silver for Corporals and Officers, Gold for Sergeants
421 and above.

- 422 8. Uniform Hat and Hat Badge of appropriate color as listed in 1.
423 9. White Dress Gloves
424 10. Departmental Pink-Tan Tie- Velcro or clip on (2) each
425 11. Blue Service Stripes for all members
426 12. Black Trouser Belt
427 13. Pink-Tan Uniform Pants- With a blue stripe, (2) each for non-
428 administrative Officers, (4) each for each Administrative Officer.
429 14. Navy Blue Long-sleeved Uniform Shirt- With American flag on
430 shoulder, department patch, service stripes and chevrons attached (2)
431 each for non-administrative Officers, (4) each for each Administrative
432 Officer
433 15. Mourning Band
434
435 B. Class B Uniform
436 1. Navy Blue Short-sleeved Uniform Shirt- With American flag on
437 shoulder, department patch, with chevrons attached (2) each for non-
438 administrative Officers, (4) each for each Administrative Officer
439 2. Black Gloves
440
441 C. Class C or Duty Uniform
442 1. (4) each Tactical long sleeve uniforms with embroidered badge of
443 appropriate color, embroidered name in appropriate color, department
444 patch, Chevrons for Sergeant and below, American flag and
445 embroidered collar brass for lieutenants and above.
446 2. (4) each Tactical short sleeve uniforms with embroidered badge of
447 appropriate color, embroidered name in appropriate color, department
448 patch, Chevrons for Sergeant and below, American flag and
449 embroidered collar brass for lieutenants and above.
450 3. (4) Each Tactical Duty Pants
451
452 D. Coat
453 Navy blue coat with an embroidered badge of appropriate color,
454 embroidered name in appropriate color, department patch, Chevrons
455 for Sergeant and below, American flag and embroidered collar brass
456 for Lieutenants and above.
457
458 E. Baseball Hat
459 A baseball cap with an embroidered Badge of appropriate color.
460
461 F. Duty Gear
462 1. Level IIIA soft body armor
463 2. Rifle Plates, either ceramic or Polycarbonate
464 3. Black Nylon or Leather Duty Belt
465 4. Duty Pistol
466 5. Weapon mounted light for duty pistol
467 6. Pistol holster with light bearing capabilities

- 468 7. 2 handcuffs and carrying cases
- 469 8. Flashlight and Flashlight holder
- 470 9. 2-way radio and radio carrier
- 471 10. 2 pistol Magazines and magazine pouch
- 472 11. Expandable baton and carrier
- 473 12. Taser and holster
- 474 13. Latex gloves and carrying pouch
- 475 14. O/C spray and carrying pouch
- 476 15. Israeli bandage and tourniquet with carrying holster

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- G. Detectives
Members assigned to the detective's division shall be issued the above equipment and shall also receive the following.
 - 1. Concealable holster and or shoulder holster
 - 2. Raid Vest and Jacket
 - 3. Small Flashlight

- H. Specialized Units
All specialized Units including, IRU, Motorcycle Officers, Bicycle Officers, K-9 and Honor Guard shall be provided equipment as needed to carry out their needed functions.

- I. Civilian or Non-Sworn members
Civilians or Non-sworn members required to wear a uniform shall be provided with a department approved uniform for each day of work they are scheduled for during a regular 40-hour work week.

ARTICLE 11 – HOLIDAYS

494
495
496

Section 1. The following is a list of the annual recognized holidays for members of the Bargaining Unit.

497	New Year's Day	President's Day
498	Martin Luther King's Birthday	Memorial Day
499	July 4 th	Labor Day
500	Veteran's Day	Thanksgiving Day
501	Day after Thanksgiving	Christmas Day
502	Floating Holiday	

503 **Section 2.** When a member is required to work on an official holiday, he/she shall
504 be paid at the rate of one-half (1 ½) times per hour for the scheduled shift worked and shall
505 also receive compensatory time of one hour for each hour worked. If the holiday falls on a

506 regularly-scheduled day off for the member who is required to work that shift, the member
507 will take a day off at a later date at a time scheduled by the Department.

508 **Section 3. Holiday Call Out Pay.** When a member is called into work on a holiday
509 listed in Section 1, the member shall receive pay at double (2x) rate of normal pay.

510 **ARTICLE 12 – VACATION**

511 **Section 1. Eligibility.** Vacation benefits are only available to members who are
512 employed to work more than 20 hours per week. Vacation benefits shall not accrue for those
513 members with respect to leave of absence without pay, suspension without pay, layoff, or
514 when working overtime.

515 **Section 2. Vacation Accrual.** Vacation is accrued each pay period. Changes in
516 vacation accruals begin in January of the fiscal year in which a member's years of service
517 reach the new threshold. Members currently employed, or hired, on or before December 7,
518 2008, will accrue vacation pursuant to VACATION SCHEDULE "A."

519 **VACATION SCHEDULE "A"**

520

	<u>Full-Time (Greater than 40 hours)</u>			<u>Half-Time(Greater than 20 hours)</u>	
Years of Service	Hours Per Year	Days Per Year	Hours Per Pay Period	Hours Per Year	Hours Per Pay Period
526 1 through 5	104	(13 Days)	4.000	52	2.000
527 6 through 10	128	(16 Days)	4.923	64	2.462
528 11 through 15	152	(19 Days)	5.846	76	2.923
529 16 through 20	184	(23 Days)	7.077	92	3.539
530 21 through 25	208	(26 Days)	8.000	104	4.000
531 26 or more	240	(30 Days)	9.231	120	4.616

532

533 For all members hired, or who commence working, after December 8, 2008,
534 vacation will accrue pursuant to VACATION SCHEDULE "B."

535

536 VACATION SCHEDULE "B"

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Full-Time

Half-Time

Years of Service	Hours Per Year	Days Per Year	Hours Per Pay Period	Hours Per Year	Hours Per Pay Period
1 through 5	104	(13 Days)	4.000	52	2.000
6 through 10	128	(16 Days)	4.923	64	2.462
11 through 15	152	(19 Days)	5.846	76	2.923
16 through 20	184	(23 Days)	7.077	92	3.539
21 or more	200	(25 Days)	7.692	100	3.846

548 **Section 3. Limit on Vacation.** Accumulated vacation shall not exceed 400 hours at
549 the calendar year's end. Any unused vacation leave over 400 hours shall be forfeited at
550 midnight on December 31 of each year. There will be no payoffs for those excess hours at the
551 end of the calendar year, nor can excess hours be carried over to the following year.

552 **Section 4. Vacation Payout Upon Termination, Resignation, Death, or**
553 **Retirement From Employment.** The CITY shall pay all Bargaining Unit members' accrued
554 vacation time and compensatory time (excluding any compensatory time specifically
555 identified as arising from travel time reimbursement) at their hourly rate as of the date of their
556 termination, resignation, death, or retirement per the employee handbook as adopted.

557 In the event that a Bargaining Unit member is killed in the line of duty, their
558 beneficiary shall be paid all accrued vacation time and compensatory time available to the
559 deceased member as of the date of death without application of any caps or limitations.

560 ARTICLE 13 – SICK LEAVE

561 **Section 1. Sick Leave Accrual.** Sick Leave is provided as an insurance and income
562 protection against a member's inability to work because of non-job-related illness/injury,
563 pregnancy/maternity. Sick leave may not be used for any absences occurring during the final
564 week of employment unless a doctor's statement is presented prior to the time that member's
Collective Bargaining Agreement: Fraternal Order of Police, Portneuf Valley Fraternal Order of Police Local
Lodge #13, approved by CITY Council 8/16/2018

565 final check is disbursed. No cash payment shall be made for unused sick leave upon
566 resignation, layoff or discharge. Sick leave is accrued during each pay period as follows:

567 Full-time - 3.693 hours
568 Half-time - 1.847 hours

569 Sick leave shall not accrue for any member on leave of absence without pay,
570 suspension without pay, or when working overtime.

571 **Section 2.** When an member, who is eligible for retirement benefits through the Idaho
572 Public Employees Retirement System, retires from CITY employment, or if a Bargaining Unit
573 member is killed in the line of duty, they or their beneficiary shall be entitled to receive the
574 value of their accumulated sick leave calculated as follows:

575 1. The value shall be based upon the then current hourly rate of pay for the retiring or
576 deceased bargaining unit member multiplied by the number of hours accumulated.

577 a. The individual shall be paid 20% of the value for the first 400 hours of
578 accumulated sick time;

579 b. The individual shall be paid 30% of the value for 401 through 800
580 accumulated sick hours; and,

581 c. The individual shall be paid 40% for the value of all accumulated sick hours
582 exceeding 801.

583 **ARTICLE 14 – MEDICAL INSURANCE**

584 **Section 1.** The CITY will provide members of the Bargaining Unit access to medical
585 and dental benefits to the CITY medical and dental insurance program.

586 **Section 2.** On the second payroll of the January, the CITY shall submit for deposit
587 \$1,300 into an individual VEBA health reimbursement account for all Bargaining Unit
588 members. After completion of the wellness exam, the members will submit the required

589 paperwork, at which time the CITY will submit for deposit an additional \$700.00 into the
590 individual's VEBA health reimbursement account. The wellness VEBA payment can only
591 occur for a member once a fiscal year.

592 **ARTICLE 15 –EMPLOYEE ASSISTANCE PROGRAM**

593 All Sworn Officers and Dispatchers are provided an enhanced Employee Assistance
594 Program (EAP) which includes one (1) mandatory visit per fiscal year and up to 20 voluntary
595 visits per incident. The one mandatory visit will be paid regular time. Any subsequent visits
596 will be on the employees own time or by utilization of sick leave per CITY policy.

597 All other Civilian personnel will be participants in the standard EAP program offered
598 by the CITY. All Sworn Officers and Dispatchers will also be enrolled in the standard EAP
599 program offered by the CITY so their dependents have access to EAP.

600 **ARTICLE 16 – MANAGEMENT RIGHTS**

601 Management of the Police Department facilities, operations, and workforce covered
602 by this Agreement are vested exclusively in the CITY, and except as limited by specific
603 provisions of this Agreement, the CITY shall continue to have all sole and exclusive rights
604 customarily reserved to management, including the right to set standards for the services
605 offered to the public; the right to establish, modify, combine or abolish job descriptions; the
606 right to hire and train qualified employees, evaluate the performance of employees to
607 determine their qualifications and fitness for continued duty or employment; the right to
608 promote, suspend, discipline, transfer, or discharge for just cause; the right to relieve
609 employees from duty because of lack of work or other proper reasons; the right to schedule
610 operations, shifts, and all hours of work; the right to assign work and require overtime work;
611 the right to select members of the Police Department in accordance Police Department

612 selection practices and procedures and control their conditions of employment; the right to
613 establish rules pertaining to the operation of the Police Department and permissible conduct
614 of employees; and the right to determine any and all terms and conditions of employment not
615 specifically set forth in this Contract.

616 Management rights, as set forth in this Article, shall not be deemed to exclude other
617 rights of management not specifically set forth herein since the parties expressly agree that
618 the CITY retains all legal rights to which it is entitled as an employ and retains all other rights
619 not otherwise covered by this Contract, whether or not such rights have been exercised in the
620 past.

621 **ARTICLE 17- PREVAILING RIGHTS**

622 All members of the Bargaining Unit shall be entitled to all rights and privileges
623 provided to CITY employees under the CITY employee handbook which are not addressed in
624 this Agreement.

625 **ARTICLE 18 – GRIEVANCE PROCEDURE**

626 **Section 1. Grievance-Defined.** For the purpose of this Agreement, the term
627 “grievance” shall be defined as those disputes involving interpretation, application, or alleged
628 violation of any provision of this Agreement. The term shall include matters involving safety
629 issues, or any Police Department policies and practices not specifically covered by this
630 Agreement.

631 **Section 2.** The grievance procedure set out here is to promote harmony and efficiency
632 between the employees and the CITY by providing for the timely settlement of grievances
633 without fear of discrimination or reprisal. This Article is not intended to and does not

634 supersede the CITY of Pocatello Personnel Policy Handbook for matters involving
635 disciplinary action for non-sworn personnel.

636 **Section 3.** Bargaining Unit members will be unimpeded and free from restraint,
637 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

638 **Section 4.** Any time limits stipulated in the grievance procedure may be extended for
639 stated periods of times by appropriate parties by mutual agreement in writing with copies to
640 the UNION and the CITY.

641 **Section 5.** If the CITY has a grievance with the UNION, the CITY shall notify, in
642 writing, the UNION within seven (7) calendar days of occurrence or knowledge of the
643 occurrence of the alleged grievance. If the parties fail to reach an agreement within ten (10)
644 calendar days, it shall be handled in accordance with the provisions of step 5.

645 **GRIEVANCE PROCEDURE**

646 **Step 1:** Before filing a written grievance, the UNION shall discuss the problem with
647 the member's supervisor within seven (7) calendar days from the date of occurrence or
648 knowledge of the occurrence of the alleged grievance.

649 If the matter cannot be resolved verbally, the supervisor shall make a decision in
650 writing within five (5) calendar days from the date the grievance was discussed and give the
651 written response to the UNION. If this resolves the issue, no further action is required. If it
652 does not resolve the grievance, the grievance may be submitted to Step 2.

653 **Step 2:** The grievance will be presented in writing within ten (10) calendar days to
654 the Chief of Police. This shall include the specific grievance, article and/or policy violated
655 and remedy sought. The Chief shall respond in writing within ten (10) calendar days of receipt

656 of the written grievance. If there is no resolution after it is heard by the Police Chief, it will
657 then be heard by the Mayor.

658 **Step 3:** The grievance will then be presented in writing within ten (10) calendar days
659 to the Mayor. This will include the specific grievance, article and/or policy violated, remedy
660 sought, and previous grievance steps responses. The Mayor shall respond in writing within
661 ten (10) calendar days of receipt of the written grievance. At any level after the initial filing
662 of the grievance, the supervisor, Chief of Police, or Mayor may schedule a meeting with
663 UNION.

664 **Step 4:** Arbitration. If the grievance is not resolved at Step 3, the grievance may,
665 within fifteen (15) calendar days be submitted for arbitration by the CITY or the UNION.
666 The party that submits the matter to arbitration shall notify the other party within that same
667 fifteen (15) calendar days.

668 **Choice of Arbitrator:**

669 1. The CITY and the UNION shall attempt to agree upon an Arbitrator within
670 ten (10) business days after receipt of notice to proceed to arbitration. In the
671 event the parties are unable to agree upon an Arbitrator, the parties shall jointly
672 request assistance from the Federal Mediation and Conciliation Service.
673 (FMCS). The request for assistance shall include a request for a panel/list of five
674 (5) Arbitrators representing the Intermountain West region. The parties shall
675 meet within ten (10) days from the date the list is received to select an Arbitrator
676 by taking turns striking names from the list until one (1) remains. The party to
677 make the first strike shall be determined by a coin toss. Upon selection of an

678 Arbitrator, the parties will mutually submit a request of available dates for the
679 Arbitrator to hear the issue.

680 2. The Arbitrator shall have no authority to amend, modify, nullify, ignore, add
681 to, or subtract from the provisions of this Agreement and shall hold a hearing so
682 that both parties may present their respective cases. The decision of the
683 Arbitrator shall be rendered within thirty (30) calendar days after the close of the
684 hearing. The decision of the arbitrator shall be final and binding upon the parties.

685 3. In no event shall briefs be submitted unless the parties agree to such
686 procedure.

687 4. The cost of arbitration shall be shared equally (50/50) between the CITY and
688 the UNION. Each party shall be responsible for compensation of its own
689 representatives, attorneys, and witnesses and for purchasing its own copy of any
690 written transcript(s).

691 **ARTICLE 19 - SOCIAL SECURITY REPLACEMENT**

692 Since sworn Bargaining Unit members are not covered under the Social Security
693 System, the following provisions will be in place:

694 **Section 1.** The CITY of Pocatello shall, in lieu of paying Social Security employer
695 contributions, pay up to 6.2% of wages that would have been subject to social security taxes
696 into the following account: PERSI choice 401k plan. Provided the member provides a match
697 according to the schedule below, the member will designate their desired match, expressed as
698 a percentage of wages in whole percentage points up to 6%. The designated match will be
699 made during the insurance benefit annual enrollment and it shall be effective for the following
700 fiscal year. The Parties agree that changes to PERSI Choice 401K contribution/election can

701 only be made for qualified life-changing events within thirty (30) days which include: change
702 in marital status, a change in the number of eligible children, change in benefits eligibility, or
703 a change in a family member's benefits eligibility because of a change in his or her eligibility
704 or coverage under another employer's plan. For those members who participate in the
705 replacement program the CITY shall provide an additional 0.2% of wages that would have
706 been subject to social security taxes for said employee to be placed into the employees PERSI
707 choice 401K plan for the first 1% contribution; the schedule is as follows;

708	Member Contribution	CITY Match
709	0%	0%
710	1%	1.2%
711	2%	2.2%
712	3%	3.2%
713	4%	4.2%
714	5%	5.2%
715	6%	6.2%
716		

717 The Parties believe that placement of the refund and matching amounts in the PERSI
718 Choice 401(k) Plan allows such amounts to be treated as benefits and, therefore are not subject
719 to Medicare tax, PERSI Base Plan payments, workers' compensation, or other taxes and
720 payments.

721 ARTICLE 20- SAVINGS CLAUSE

722 Should any clause in this Agreement be found to be in violation of any law, all other
723 provisions shall remain in full force and effect.

724 ARTICLE 21 – DURATION AND TERMINATION

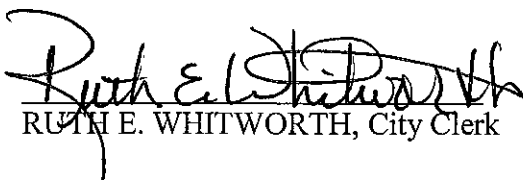
725 Upon joint ratification, this Agreement shall become effective October 1, 2018, shall
726 expire on September 30, 2019 and shall be in full force and effect during such term.

727 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
728 their authorized representatives to be effective October 1, 2018.


729 CITY OF POCA TELLO, a municipal corporation of Idaho


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732 _____
733
734 BRIAN C. BLAD, Mayor

735
736 ATTEST:

737 
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739 _____
740 RUTH E. WHITWORTH, City Clerk
741

742
743 FRATERNAL ORDER OF POLICE, PORTNEUF VALLEY
744 FRATERNAL ORDER OF POLICE LOCAL LODGE #13

745
746 
747 _____
748 A. VAL WADSWORTH, President,
749 Police Department Bargaining Unit

APPROVED BY LEGAL
Date 8/13/18 Atty 
Comments _____
