

CITY OF BOISE

AND

LOCAL NO. 486

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (I.B.P.O.)

COLLECTIVE LABOR AGREEMENT

October 1, 2014

Through

September 30, 2018

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AGREEMENT made this 4th day of October 2014 between CITY of BOISE CITY, a municipal corporation of Idaho, hereinafter referred to as BOISE CITY, and LOCAL NO. 486 OF INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (I.B.P.O.), hereinafter referred to as UNION.

SECTION 1. PREAMBLE

The City of Boise City, hereinafter referred to as BOISE CITY, and Local No. 486 of the International Brotherhood of Police Officers, hereinafter referred to as UNION, have reached agreement with respect to wages, hours, and certain working conditions pertaining to the members employed by BOISE CITY in various capacities.

BOISE CITY and UNION agree that the establishment and maintenance of trust, harmony, efficiency, and job effectiveness are in the best interests of BOISE CITY, UNION, and the public. Furthermore, BOISE CITY and UNION agree that the successful resolution of problems is an important element of their working relationship, and BOISE CITY and UNION commit themselves to the equitable and peaceful adjustment of any differences which may arise.

BOISE CITY agrees to recognize the members as professional police officers dedicated to serving the citizens of the City of BOISE CITY. UNION agrees to support BOISE CITY in improving the safety of citizens and police officers to the fullest extent possible.

SECTION 2. SCOPE

WHEREAS, BOISE CITY recognizes UNION as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work, and all other terms and conditions of employment for all members through the rank of Sergeant; and

WHEREAS, BOISE CITY and representatives of UNION have negotiated in good faith and in a timely fashion to resolve and mutually agree upon wages, rates of pay, working conditions, and all other terms and conditions of employment. As a result, BOISE CITY and UNION desire to enter into an Agreement resolving such matters, for the period from October

1, 2014, through September 30, 2018.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements hereinafter provided, BOISE CITY and UNION mutually agree as follows:

SECTION 3. GENERAL PROVISIONS

A. Term. This Agreement shall become effective October 1, 2014, and shall remain in full force and effect through September 30, 2018. It is agreed that either party may open negotiations, regarding base wages only, after April 2017. In the event a new contract is not negotiated by September 30, 2018, this Agreement shall continue in effect on a week-by-week basis until a new Agreement is executed for a successive period. Negotiations on a new contract shall begin within fifteen (15) days after either UNION or BOISE CITY serves notice upon the other that it wishes to commence negotiations. All provisions of this Agreement will remain in effect, unless otherwise mutually agreed by the parties. BOISE CITY and UNION agree that each party shall consent to request Federal Mediation after sixty (60) days from the date of initial termination of this Agreement regardless of any weekly renewals after the initial Agreement terminates.

BOISE CITY and UNION shall submit no more than ten (10) specific issues each to the Federal Mediator. Upon mutual consent of both parties, either party may introduce additional specific issues. Only issues previously presented in writing for the consideration of the other party at one of the first two negotiating sessions may be submitted for mediation. Issues not submitted shall be considered dropped from negotiation, and any non-submitted issues covered by the predecessor collective labor Agreement shall be considered resolved as set forth in that predecessor Agreement. The parties may agree to modify the time line for mediation on mutual agreement.

B. Definitions. As referred to in this contract, the singular always includes the plural

and the masculine always includes the feminine.

Base Pay Schedule (see Appendix A) contains negotiated base pay rates. Base Pay: When pay calculations are dependent upon base pay, base pay shall equal the base amount identified in Appendix A, Schedule 1 for those hired before October 1, 2014, and in Appendix A for those hired after October 1, 2014.

Appendix A also includes a calculation inclusive of Longevity Matrix increases but no other contractual rate differentials, incentives, and adjustments included in a member's composite hourly and composite overtime-hourly pay.

Composite hourly pay is inclusive of contractual base rate , longevity rate, and shift differentials.

Composite bi-weekly pay is the composite hourly rate times eighty (80) hours.

Composite annual pay is composite hourly rate times two thousand eighty (2,080).

Hourly base pay is exclusive of longevity and shift differentials.

Overtime hourly rate is one and one-half (1.5) times the composite hourly rate.

A grievance shall mean a complaint by one or more members involving the interpretation, application of this Agreement, or written policies and rules of the Police Department, that apply to a working condition or disciplinary action.

The term Member, wherever used in this contract, refers to all sworn police officers through the rank of Sergeant.

The term shift refers to one (1) of three (3) periods of a given day which are classified as day, swing, and night shifts.

A work day shall be defined as a regularly scheduled shift time.

C. Application. This Agreement shall apply to, and the benefits thereof shall inure to, all sworn police officers of the Police Department listed in Appendix A of this Agreement,

except that the position of Probationary Officer is specifically limited as described in this Agreement.

D. Rules and Regulations. In the event of an inconsistency between the terms and conditions of this Agreement and the Police Department rules and regulations, the provisions of Chapter 3, Title 2, of the Boise City Code and the rules and regulations promulgated by the authority of the provisions of said Chapter 3, Title 2, the terms and conditions of this Agreement shall prevail. BOISE CITY agrees to submit proposed changes in Civil Service Rules and Regulations to the President of UNION for study and recommendations. Such recommendations shall not be binding on BOISE CITY. BOISE CITY agrees to take no action on such proposals for thirty (30) days after submission to UNION.

E. Discrimination.

(1) BOISE CITY and UNION agree to comply with the most current version of BOISE CITY'S equal employment opportunity policy and regulations. Additionally, BOISE CITY and UNION shall not discriminate against any member with respect to member's compensation, terms, conditions, or privileges of employment because of activity on behalf of, or member in, UNION.

(2) Grievance settlements relative to this provision, or arbitration awards, if any, shall be reduced by any amounts obtained by the affected employee as a result of any administrative action before a Local, State, or Federal Agency concerning the same complaint, but only to the extent of cumulative damages pertaining to the same types of relief obtained.

F. Residency. Residency within the corporate limits of BOISE CITY shall not be a condition of employment or continued employment. However, if non-residency creates a situation, circumstance, or problem affecting the operating efficiency and capability of the

Police Department, the member will be required to correct such situation, circumstance or problem.

G. UNION Business/Dues Deduction.

(1) Up to four (4) members of UNION's contract negotiating team shall be allowed time off without pay for contract negotiations which shall be mutually set by BOISE CITY and UNION. UNION members may be allowed to flex their normal duty schedule if the assignment of the individual member making the request allows for flexibility and the negotiation session conflicts with their normal duty schedule. The Chief of Police will make the determination whether flexing an individual member's schedule will be permitted. UNION shall be responsible for the compensation of its negotiators as mutually agreed upon between BOISE CITY and UNION. UNION may bring requests for time off for UNION conventions, seminars, workshops, and other similar meetings to the attention of the Chief of Police for approval when UNION can demonstrate that attendance at such meetings will be of mutual benefit to both UNION and BOISE CITY.

(2) Upon forms provided by BOISE CITY and upon written approval of the individual member, BOISE CITY will honor individual authorization for the deduction of UNION dues in the amount stated by the member from the member's payroll. For withholding purposes, the general dues structure will be changed no more than once during the fiscal year (October 1 to September 30). A member may withdraw his dues deduction authorization, but only after giving a thirty (30) day notice of intent to both UNION and BOISE CITY. Such withdrawal shall not take effect until the payday following the thirty (30) day notice of intent period.

H. Strikes. Upon the consummation and during the term of this Agreement, no member covered by this Agreement shall strike or recognize a picket line of any labor

organization while in the performance of the member's official duty.

I. Prevailing Rights. All rights and privileges held by members which are not included in this Agreement shall remain in force, unchanged, and unaffected in any manner.

J. Management Rights. BOISE CITY shall retain the exclusive right:

(1) To exercise the regular and customary functions of management including directing the activities of the Department and determining levels of service and method of operation, including subcontracting (but not personnel) and introducing new equipment;

(2) To hire, lay off, transfer, promote, discipline, and discharge for cause pursuant to BOISE CITY Civil Service Rules and Regulations, BOISE CITY ordinances, and provisions of this Agreement; and

(3) To determine work schedules, assignment of work, and any other regular and customary functions of management not specifically referred to in this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into in other sections of this Agreement.

(4) To take such actions as are necessary during an emergency. Emergency shall include but not be limited to natural disasters, epidemics, or terrorist attack.

K. Construction. The terms and conditions are binding upon and govern and control the rights, benefits, and privileges of each party, and inure to the benefit of UNION and to the members.

L. Savings Clause. If any provisions of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties agree to meet as soon as practicable to renegotiate the provision or provisions declared invalid.

SECTION 4. COMPENSATION

A. Pay. Base pay for all members shall be fixed and set forth in Appendix A, attached hereto and incorporated herein by attachment. Base pay shall increase October 5, 2014, by one and one-half percent (1.5%). Base pay shall increase October 4, 2015, by one and one-half percent (1.5%). Base pay shall increase October 2, 2016, by one and one-half percent (1.5%). Base pay shall increase October 1, 2017, by one and one-half percent (1.5%). (In exchange for moving the pay date from October 1 to the biweekly pay date in 2014 and 2015, each member shall receive a one-time payment of twenty dollars (\$20) in their October paychecks for the years 2014 and 2015.

B. One-Time Pay. Each member who is employed on the first day of the fiscal year shall receive a one-time payment equal to four percent (4%) of their base wage on the first paycheck in December beginning in 2014 and concluding in December of 2017.

(1) To receive the full four percent (4%), the member must be employed by the Boise Police Department as a member for the full fiscal year (October 1-September 30) in which the December 2014 payment is made, and of the respective years thereafter.

(2) Members hired after the start of the fiscal year shall be entitled to a prorated share of the one-time payment. Payment for members hired after the start of the fiscal year shall be made at the conclusion of the fiscal year in which the member is hired or at the time employment with the Boise Police Department is terminated, whichever occurs first. For example:

(a) A member who begins employment with the Boise Police Department in December and continues employment through the end of the fiscal year shall be entitled to ten twelfths (10/12) of the amount equal to four percent (4%) of the member's base wage, payable at the conclusion of the fiscal year in which employment begins.

(b) A member who begins employment with the Boise Police

Department in December and whose employment with the Boise Police Department is terminated in April shall be entitled to five twelfths (5/12) of the amount equal to four percent (4%) of the member's base wage, payable at the time of termination.

(3) Members who leave the employ of the Boise Police Department after the payment is made in December, but prior to completion of the fiscal year, shall be entitled to a prorated share of the one-time payment. For example, a member who leaves employment with the Boise Police Department in April after receiving their one-time payment shall be entitled to seven twelfths (7/12) of the amount equal to four percent (4%) of the member's base wage. The remainder must be paid back to BOISE CITY upon separation of employment.

C. Major Equipment Purchases. Each member shall receive two hundred and fifty dollars (\$250) each year of this agreement for the purpose of purchasing major equipment used in the performance of his duties. This payment shall be made on the first pay period of November each year. (i.e. November 12, 2014; November 11, 2015; November 9, 2016; and November 8, 2017).

D. Longevity Matrix.

(1) Purpose. BOISE CITY and UNION agree that the below-described Longevity Matrix provides an inducement to retain members of the Boise Police Force based upon their continuing education and their service as officers of the Boise Police Force.

BOISE CITY and UNION agree that nothing in this Longevity Matrix shall be construed in any way to limit the management rights of BOISE CITY or the prevailing rights of any members. Entry into the Longevity Matrix is not to be construed as creating a property right within the position held or in any element within the Longevity Matrix. The rate and components of the new matrix are contained in Appendix D.

(2) Longevity Matrix.

Senior Officer Third Grade. All Police Officer IIIs who have been a member of the Boise Police Department for a period of five (5) consecutive years without a break in employment, have completed five hundred (500) hours of POST approved and/or Boise Police Department training, and received their Basic Certificate shall be included in Senior Officer Third Grade. Members qualified as Senior Officer Third Grade shall receive, upon appointment, a five percent (5%) increase to the appropriate base rate.

Senior Officer Second Grade. For advancement to Senior Officer Second Grade, all Police Officer IIIs who have successfully served as a Boise Police Officer for ten (10) consecutive years without a break in employment, shall have completed one thousand (1000) hours of POST approved and/or Boise Police Department training courses, and received the Intermediate Certificate shall be included in Senior Officer Second Grade. Senior Officer Second Grade shall receive, upon their appointment, a nine point two percent (9.2%) increase to the appropriate base rate.

Corporal. For advancement to Corporal, an officer shall have successfully served as a Boise Police Officer for fifteen (15) consecutive years without a break in employment. The candidates for Corporal shall have completed fifteen hundred (1500) hours of POST approved and/or Boise Police Department training and received the Advanced Certificate. Corporals shall receive, upon their appointment, an additional twelve point four eight percent (12.48%) increase to the appropriate base rate.

Twenty-Year Officer. Boise Police Officers who have successfully served for twenty (20) consecutive years without a break in employment with the Boise Police Department shall receive a fifteen percent (15%) increase to the appropriate base rate. A Boise Police Officer shall have completed two thousand (2000) hours of POST approved and/or Boise Police

Department training in order to receive this pay.

(3) Miscellaneous Provisions/Longevity Matrix.

(a) Members must meet the minimum qualifications for each level in the Longevity Matrix. Members' anniversary date will be utilized for the purpose of advancement within the Longevity Matrix.

(b) All rate levels included within the Longevity Matrix shall be in addition to any shift differential amount earned as a result of shift adjustment as described in this Agreement. Both the Longevity Matrix rate and the shift differential shall be calculated separately as a percentage of base rate. A shift differential may compound with either Hazardous Duty rate or Investigative rate.

(c) An incentive of five percent (5%) shall be added to the base rate of the following Sergeants:

(i) All Sergeants regularly assigned to the Criminal Investigative Division.

(ii) All Sergeants regularly assigned to hazardous duties, to include Motors, E.O.D., and S.O.U.

No Sergeant shall receive more than one of the above incentives.

BOISE CITY may, at its own discretion, add pay incentives to Sergeants not presently listed above.

(d) Sergeants who have completed twenty (20) years of service with the Boise Police Department or have a POST Supervisors Certificate shall have their base rate increased by two and fifty-two hundredths percent (2.52%).

(e) Nothing in this Section shall be construed to limit the discretion of BOISE CITY to determine staffing levels in any Police division or unit, and BOISE CITY retains the right to combine, increase, or reduce specialty units and specialty assignments.

(f) In order to allow the future lateral transfer of applicants into the Boise Police Department from other police departments, the Chief of Police, or designee, shall make a determination of the amount and/or type of credit for prior service, if any, which shall be accepted by the Boise Police Department.

(g) Members who were hired and compensated outside the scope of the previously identified Longevity Matrix are identified in Appendix F, which identifies the date they access the Longevity Matrix pay rate.

(4) Civilian Positions.

(a) BOISE CITY may create up to sixteen (16) civilian Community Service Officer positions to perform duties such as routine and customary crime scene investigation, abandoned vehicle handling, delayed incident reporting, investigative follow up, and found/abandoned property. Until January 1, 2007, incumbent commissioned officers currently working (as of the date of ratification) as a Crime Scene Investigator will not be involuntarily displaced by civilians, unless removed for sub-performance. BOISE CITY also may create civilian positions replacing current sworn officers for background investigations, pre-employment polygraph, and armorer, although such replacement will not occur prior to June 1, 2008, unless an incumbent commissioned officer leaves the position prior to that date. This Agreement does not prevent BOISE CITY from adding additional civilian positions in background investigations, polygraph, and armorer.

(b) Commissioned Duties. Commissioned Police Officers exclusively shall be assigned: Arson, Auto Theft, Bike Patrol, Bomb Dog, Boise State University Officers, Canine Handler, Checks & Fraud, Child Abuse, Clandestine Lab, Commercial Vehicle Enforcement, Community Oriented Policing, Computer Forensics, Gang Intelligence Officer, Night STEP, SRO, STEP, Criminal Intelligence Officer, Crime Scene Investigator, Crimes

Against Persons, Crimes Against Property, Crisis Negotiation Expert, Crowd Intervention Team, Domestic Violence, Drug Recognition Expert, ESRO, Explosive Ordinance Detail, Field Training Officer, Motorcycle Patrol, Narcotics, Criminal Polygraph, and the Special Operations Unit. Such assignments or positions shall not be civilianized, except as defined in (a) above.

(c) POST Approved Training and POST Approved Training Courses.

All training hours included on official POST Training Records except those hours representing converted college or academic credits will be included in the member's accrued total for Longevity Matrix purposes. Instructor hours will be credited one (1) time for the initial certification and one (1) time for each recertification period unless no recertification period has been established. In the event no recertification period has been established, instructor hours will be credited one (1) time during each successive two (2) year period following initial certification.

E. Overtime. Time worked beyond forty (40) hours per week, time worked in excess of a regularly scheduled shift, or time worked on a regularly scheduled day off shall be considered overtime. The member will be compensated for such overtime at the rate of one and one-half (1½) times the composite hourly rate. For the limited purposes of flexing shifts for voluntary training purposes, BOISE CITY shall be allowed to establish the Section 207(k) exemption under the FLSA.

Compensatory time may be accrued in lieu of taking overtime pay and call back pay, if the member so agrees (except see Section 4.C.(2)). Compensatory time shall be accrued at the rate of one and one-half (1½) times the hours worked. BOISE CITY agrees to allow the compensatory time accrued to be taken by the member at the member's choosing, as long as that leave does not interfere with the staffing and operational requirements of the Police Department, and the time is requested at least seventy-two (72) hours in advance of time use. For

Probationary Officers, overtime will be compensated as above, except for time spent on training-related activities.

BOISE CITY agrees to allow members to accrue up to four hundred eighty (480) hours of compensatory time. Any hours in excess of two hundred forty (240) hours on September 30 of each year will be cashed out and paid to the member on the second paycheck in October. The balances effective in September shall be paid out to members at the rates in effect on September 30.

(1) Exceptions to Overtime Provisions: Flexing Shifts for Training

Purposes. Training shall be classified in one (1) of two (2) categories: mandatory or voluntary. Mandatory training shall be defined as that training a member is ordered to attend. Voluntary training shall be defined as that training a member is not ordered to attend. An officer who has missed mandatory paid training without valid excuse (*i.e.*, duty related conflict) may be required to attend the makeup training on flex time for the first occurrence and up to a verbal reprimand. A second occurrence will result in the mandatory use of flex time and up to a written reprimand. A third occurrence will subject the member up to a discipline board proceeding. A member may be ordered to change his work schedule to attend mandatory in-service training without being compensated at an overtime rate for said eight/ten (8/10) hour training block under the following conditions:

- (a) The eight/ten (8/10) hour block of training is scheduled contiguous.
- (b) No more than four (4) such eight/ten (8/10) hour blocks are mandated by BOISE CITY within a calendar year.
- (c) Once per year, up to two (2) of these training dates may be scheduled on consecutive days.
- (d) Members shall be compensated in the form of flex time for

the hours spent attending said training.

(e) The start of mandatory training shall not be scheduled less than eight (8) hours following the end of a regularly scheduled shift of a member.

Nothing in this section shall prohibit BOISE CITY from changing a member's work schedule consistent with other provisions of this Agreement.

(2) Special Events. Members who volunteer to work overtime on special events for a private entity, for which reimbursement is received, or assignments paid by grant funds shall be paid monetarily and shall not have the option of accepting the overtime payment in compensatory time. The Chief of Police, or designee, may grant an exception at his discretion. Examples:

(a) The following would qualify for payment only:

(i) Concerts put on by a private vendor on the Boise State University campus for which reimbursement is received.

(ii) Seat belt or aggressive driving grants.

(b) The following would allow the Member to choose either compensatory time or payment:

(i) Events put on by public entities (i.e., Boise State University, public schools) such as football games (bowl games and championship games) and other sporting events.

F. Court Overtime/Late Notification of Cancellation of Court Appearance.

(1) Court Time: Time required to be spent in court on job related matters on a member's time off shall be considered overtime and paid for at the overtime rate. A minimum of three (3) hours of overtime will be credited for such appearances which are not during the member's shift.

Court notification and cancellation may take place through either a written notice or an electronic service via city email. Notifications and cancellations may not be removed from the system once entered for at least three (3) years.

(2) City Attorney Case:

(a) To assure members will be provided timely notice of a court appearance obligation, allowing the member to schedule and coordinate future time off and training time and to prepare properly in advance for the court appearance: When a BOISE CITY case is set for trial, hearing, or motion, BOISE CITY shall, upon written or electronic notice from court, notify the arresting officer regarding that case (excluding citizen arrest/citation) of the obligation to appear in court. BOISE CITY will make every effort to cooperate with each member to not schedule court appearances which conflict with the member's previously scheduled vacation time, compensatory time, or sick leave, and will attempt to reschedule those court appearances that are known to conflict.

(i) BOISE CITY recognizes that to properly prepare for a court appearance, it may be necessary to meet with an attorney with the Boise City Attorney's Office. Therefore, members requested to meet with the an attorney with the Boise City Attorney's Office while not on duty shall be compensated for the actual time spent meeting with, or talking to, the attorney regarding a criminal case or a civil litigation matter. Travel time may not be counted as time worked; however, the member shall be compensated a minimum of one (1) hour. In no event may the one (1) hour minimum pay result in additional pay once the member's shift begins. For example: A meeting held one-half (.5) hour before the member's shift shall result in only one-half (.5) hour of additional pay. The parties are strongly encouraged to hold meetings and place calls while members are on duty.

(b) Late scheduling of court on member's day off. If a member is

not notified at least forty-eight (48) hours before the court date of the trial, the member shall receive a minimum of four (4) hours overtime. (Example: Court is scheduled for Friday, the member's day off; the member must be notified prior to midnight Tuesday or the member gets four (4) hours minimum overtime. It does not make any difference if the case is later canceled.)

(c) Cancellation of previously scheduled court date.

(i) It is the intent of this Agreement between BOISE CITY and UNION to ensure that a minimum of three (3) hours of overtime is paid to all members who are not notified of cancellation of a scheduled court appearance from the Prosecutors and Defense Attorneys (including Public Defenders) in BOISE CITY prosecuted cases at least forty-eight (48) hours before the scheduled time and to deny overtime in all situations in which the member was notified of cancellation at least forty-eight (48) hours before the scheduled court time.

(3) Ada County Prosecuting Attorney Case.

(a) BOISE CITY recognizes that to properly prepare for a court appearance, it may be necessary to meet with an attorney with the Ada County Prosecutor's Office. Therefore, members requested to meet with an attorney with the Ada County Prosecutor's Office while not on duty shall be compensated for the actual time spent meeting with, or talking to, the attorney regarding a criminal case or a civil litigation matter. Travel time may not be counted as time worked; however, the member shall be compensated a minimum of one (1) hour. In no event may the one (1) hour minimum pay result in additional pay once the member's shift begins. For example: A meeting held one-half (.5) hour before the member's shift shall result in only one-half (.5) hour of additional pay. The parties are strongly encouraged to hold meetings and place calls while members are on duty.

(b) All cancellations for which the member is not notified at least

forty-eight (48) hours prior to the scheduled court time will result in three (3) hours overtime as a minimum.

(4) Rates. In no event shall a member be compensated for a specific time period at a rate higher than the overtime rate. (Example: Two (2) written notices issued for 9:00 a.m. and both are canceled or one (1) is canceled and the other hearing goes and lasts one (1) hour. The member is only entitled to three (3) hours at the overtime rate.)

(5) Failure to Appear When Notified or Subpoenaed.

(a) Members should bring any conflicts with a scheduled court appearance to the attention of the parties involved in a conflict and attempt to resolve the situation.

(b) A member who fails to appear at a scheduled court appearance, pursuant to written notice or subpoena, without valid excuse (*i.e.*, duty-related conflict) shall be subject to disciplinary action.

(c) An initial violation shall be limited to a penalty of deduction of three (3) hours of annual leave. A second violation shall result in a penalty of deduction of six (6) hours of annual leave. However, only those violations which have occurred within the past six (6) months shall be considered for the purpose of increasing the penalty. No penalty will be imposed for any violation in which the court imposes contempt sanctions against a member.

(d) In all other situations, appropriate disciplinary action will be taken with full consideration given to all mitigating or aggravating circumstances.

(6) Civil Litigation/Administrative Hearings. All civil and administrative notices to appear as witnesses, for cases, hearings, or motions, which are generated as a result of BOISE CITY employment shall be provided to the City Attorney's Office. Members in receipt

of said notice will be entitled to a minimum of three (3) hours overtime when not canceled prior to forty-eight (48) hours of the scheduled appearance, provided BOISE CITY is aware of the notice.

(7) Grievance or Arbitration Hearing: When a member is called by UNION, the member will be compensated, but will not be eligible for failure to cancel pay and will only be paid for actual time spent providing testimony at the hearing. A member who testifies shall be paid a minimum of one (1) hour regular pay. Members appearing while on duty shall receive their regular pay.

(8) Cancellation of Member's Obligation to Appear. All notifications or subpoenas included for payment under this Agreement may be canceled by an electronic system. The member shall be deemed canceled in a timely manner when a message is communicated by an authorized BOISE CITY person at least forty-eight (48) hours prior to the scheduled court time.

G. Shift Differential. A differential of three percent (3%) shall be added to the base rate of members who are scheduled to work during the hours defined as a swing shift. A differential of five percent (5%) shall be added to the base rate of members who are scheduled to work during the hours defined as a night shift. (This shift differential shall be in addition to the Longevity Matrix rates and Hazardous Duty or Investigative Incentive rates for Sergeants.

H. On-Call/Call-Out Pay. Members assigned to on-call duty in the Arson, Crimes Against Persons, Crimes Against Property, Narcotics, Child Abuse, and School Resource Officer units shall be compensated at the rate of seven (7) hours pay per week calculated on the composite hourly rate. Members required to respond to two (2) calls during the same week of scheduled on-call duty shall receive an additional one (1) hour of pay (for a total of eight (8)) at the composite hourly rate. Members required to respond to three (3) or more calls during the

same week of scheduled on-call duty shall receive an additional two (2) hours of pay (for a total of ten (10)) at the composite hourly rate. A minimum of five (5) persons shall be assigned on-call duty. Members in the Patrol Division who are called out shall be compensated a minimum of two (2) hours of overtime. Members who are on call and who are called out shall be compensated a minimum of four (4) hours of overtime.

I. Social Security Replacement Plan (SSRP).

(1) BOISE CITY will contribute six and two-tenths percent (6.2%) of the member's biweekly composite wage to the SSRP irrespective of the member's contribution.

(2) Contribution by BOISE CITY to SSRP shall cease should the members of the bargaining unit come under the Social Security system.

J. Miscellaneous Pay.

(1) Sergeant Administrative Duties. Sergeants in Patrol shall be authorized one-half (.5) hour of pay per day while on duty to prepare for briefing and/or to accomplish other administrative duties. In order to receive the pay, the Sergeants must perform the duty outside their normal shift and document the time spent on the electronic pay system.

(2) K-9. Officers performing K-9 duties shall be entitled to one-half (.5) hour of pay per day, when not scheduled to work that day, in order to care for the K-9. Such time must be actually spent and accounted for on the electronic pay system.

(3) Field Training Officer. Field Training Officers shall be entitled to one (1) hour of pay for the work outside their normal shift for days they work and have a trainee assigned to them. Such time must actually be spent and accounted for on the electronic pay system.

SECTION 5. EMPLOYEE BENEFITS

A. Uniform Allowance/Cleaning. BOISE CITY shall pay, and thereby allow, a

uniform allowance and cleaning arrangements for sworn members as follows:

(1) Uniform Allowance:

(a) Members shall receive one thousand two hundred dollars (\$1,200) total per fiscal year;

(b) Allowance will be paid in two (2) equal installments per year in the member's regular paycheck. Such payments will be made on the second paycheck in April and October.

(2) Cleaning: For the year of October 1, 2014, to September 30, 2015, one hundred twenty (120) cleaning credits will be issued to each member. The value of each credit shall be sufficient to purchase the cleaning of one (1) uniform or suit.

Beginning October 1, 2015, BOISE CITY will provide four hundred eighty dollars (\$480) per member per year towards the purchase of cleaning credits. A member may pre-elect to receive two hundred forty dollars (\$240) of the four hundred eighty dollars (\$480) to obtain alternative cleaning services. Pre-election must be made by March 1 of each year. The payment will be made on the first paycheck in November.

Alterations and tailoring of uniforms and suits are the responsibility of the member. Members who may have drawn clothing allowance payment in advance and who are leaving the Police Department must arrange for the return of the unearned portion of that payment before a final check will be issued.

BOISE CITY will provide Probationary Officers with required uniforms and safety equipment in lieu of the first year's clothing allowance.

B. Holidays. Notwithstanding the provisions of Section 1-6-7 of the BOISE CITY Code, all members shall be entitled to the holidays as follows:

(1) Columbus Day	October 13, 2014	October 12, 2015
	October 10, 2016	October 9, 2017

(2) Veteran's Day	November 11, 2014 November 11, 2016	November 11, 2015 November 11, 2017
(3) Thanksgiving Day	November 27, 2014 November 24, 2016	November 26, 2015 November 23, 2017
(4) Christmas	December 25, 2014 December 25, 2016	December 25, 2015 December 25, 2017
(5) New Year's Day	January 1, 2015 January 1, 2017	January 1, 2016 January 1, 2018
(6) Martin Luther King Jr. Day	January 19, 2015 January 16, 2017	January 18, 2016 January 15, 2018
(7) President's Day	February 16, 2015 February 20, 2017	February 15, 2016 February 19, 2018
(8) Memorial Day	May 25, 2015 May 29, 2017	May 30, 2016 May 28, 2018
(9) Independence Day	July 4, 2015 July 4, 2017	July 4, 2016 July 4, 2018
(10) Labor Day	September 7, 2015 September 4, 2017	September 5, 2016 September 3, 2018

(11) In addition, members shall be entitled to a holiday (designated as such)

approved by Congress. Members who work on the above-listed holidays and Easter Sunday will receive compensation at the rate of time and one-half ($\frac{1}{2}$) for hours they are regularly scheduled to work that day. Holiday pay shall apply for those shifts beginning after 0001 hours on the date of the holiday.

C. Vacations. Members shall be entitled to vacation with pay in accordance with the following schedule and requirements:

Years of Employment	Annual	Maximum Accumulation
Less than 5 years	10 hrs. per month	144 hours
5 years but less than 10 years	12 hrs. per month	176 hours
10 years but less than 15 years	14 hrs. per month	216 hours

15 years but less than 20 years	16 hrs. per month	248 hours
20 years or more	18 hrs. per month	288 hours

Whenever a member reaches an accumulation of between ninety percent (90%) and one hundred percent (100%) of their maximum vacation accrual, the City shall send an email to the member notifying the member of such accumulation. Vacation selection will be based upon seniority. Exercise of this privilege will not occur to bump a junior member within sixty (60) days of a junior member's previously established vacation dates.

D. Bereavement Leave. BOISE CITY will permit forty (40) hours of administrative leave with pay, or more if determined to be appropriate by the Chief of Police, for deaths occurring in the member's family. For this subsection only, "Family" shall include:

- (1) Spouse of member;
- (2) Children, stepchildren, grandchildren, guardian children of member;
- (3) Parents of member or spouse;
- (4) Siblings and siblings' spouses of member or member's spouse;
- (5) Grandparents of member or spouse.

E. Sick Leave. "Sick leave" shall mean (1) personal illness, (2) personal injury, not arising in the course of employment, (3) illness of the member's immediate family, (4) quarantine, and (5) maternity (member or spouse). Members shall accrue eight (8) hours per month of sick leave.

BOISE CITY and UNION agree that sick leave utilization shall be allowed only in cases of sickness or injury of a member or authorized family members or disability of the member.

F. Wellness Incentive Plan.

(1) A member who has accumulated sick leave at the time of his retirement shall receive a credit or cash payment in an amount equal to sixty percent (60%) of the first five

hundred ninety-nine (599) hours of such accumulated sick leave, seventy-five percent (75%) of hours six hundred (600) to nine hundred sixty (960), and eighty percent (80%) of all accumulated sick leave in excess of nine hundred sixty (960) hours. The cash value of such credit will be calculated on the basis of the member's pay rate at the time of retirement.

(2) On the last full pay period of December 2015, all balance hours in excess of nine hundred sixty (960) shall be converted to their Post-Employment Health Plan (PEHP). The credited rate of these hours shall be calculated at eighty percent (80%) of the member's base rate at the time of conversion.

G. Post-Employment Health Plan. BOISE CITY and UNION agree to participate in an Internal Revenue Code 501(c) (9) plan to resolve the issue of post-employment health care. The plan provides each member with an individual account to provide for reimbursement of post-employment health insurance premiums and out-of-pocket expenses through the following funding formulas. The funding provisions above will be based upon the member's status as of the last full pay period in December of each year with contributions transferred to the PEHP record keeper no later than January 31st of each year. Plan assumptions will be reviewed during subsequent contract negotiations to evaluate whether the minimum funding standard per Appendix C meets participant and BOISE CITY objectives.

(1) BOISE CITY will contribute four and one-half percent (4.5%) of the member's monthly base pay to the Trust. UNION agrees that the four and one-half percent (4.5%) referenced above represents a three percent (3%) increase that will be used in calculating base pay in future negotiations for purposes of wage comparison analysis only and shall not change the amount of base pay for any other purpose on behalf of each member.

(2) A minimum funding standard, per Appendix C, shall be utilized for all class members. Class members whose PEHP balance at retirement is below the

standard shall transfer funds from their accrued sick leave balance, accrued compensatory leave, and accrued vacation leave in that order in the amount necessary to meet the minimum funding standard or until such funds are exhausted.

H. Worker's Compensation. BOISE CITY will, in the event of an injury to a member incurred in the course of his duty or employment, pay such injured member the difference between a member's composite hourly pay in effect at the date of injury and compensation awarded to the injured member pursuant to the provisions of Section 72-301, Idaho Code. The obligation of BOISE CITY to pay the foregoing difference shall cease when any of the following first occur:

- (1) Release by a physician to return to duty as approved by the Industrial Accident Commission;
- (2) The time fixed by the Industrial Accident Commission for receipt of compensatory benefits, whether such be for partial disability or total, disability; or
- (3) Retirement pursuant to the provisions of Idaho Code.

It is acknowledged that benefits receivable by an injured member pursuant to Worker's Compensation Law of Idaho are computed on a seven (7) day week without regard to Sundays, holidays, and working days, and it will therefore be necessary to relate such benefits to a monthly basis as required by the ordinance of BOISE CITY.

I. Life Insurance Coverage.

(1) Life Insurance. BOISE CITY agrees to provide, and pay, one hundred percent (100%) of the premiums for life insurance coverage as follows:

- (a) Member's life insured at one (1) times the member's annual base salary;
- (b) Member's spouse life insured at \$5,000; and

(c) Member's dependent children's lives each insured at \$2,500 for children over six (6) months of age; children under six (6) months of age are covered at \$500 each.

Members who desire to purchase supplemental coverage for themselves, up to a maximum eight (8) times their annual base rate, may do so by paying the age-rated premium in effect at the time of purchase.

J. Disability. BOISE CITY will make available a group long-term disability insurance program to all members. BOISE CITY will provide a payroll deduction to members who elect to participate in either the long-term disability program or a short-term disability plan, should a short-term disability plan become available. Members shall pay one hundred percent (100%) of the cost of the long-term or short-term disability premium.

K. Survivor's Benefit. Should a member die while employed with the BOISE CITY Police Department, BOISE CITY agrees to pay to the spouse or dependent children of the deceased member, three (3) months' pay at the member's composite monthly rate as survivor's benefits. This survivor's benefit shall be in addition to any other benefit provided by BOISE CITY.

SECTION 6. WORKING CONDITIONS

A. Hours of Work. The work week for all members covered under this Agreement shall be forty (40) hours. The Chief of Police and/or Division Commanders will meet and confer with UNION's Executive Committee before instituting changes that would affect days, hours, or shifts to be worked.

B. Meal Breaks. Except under emergency circumstance, members shall be entitled to a thirty (30) minute meal break near the middle of their normal work shift. Meal breaks shall be considered a part of the ten (10) hour work shift of members.

C. Non-Departmental Assignments. BOISE CITY agrees that all work assignments in which a member is attached to an agency other than the Police Department of the City of BOISE CITY will not affect any benefit or provision of this contract and that all the provisions of this Agreement will remain in force for that member. During work assignments out of the Department, when the member is attached to another agency, the member may be required to work a work week that is longer than forty (40) hours, and/or may be required to work a schedule other than four (4) tens (10s), but any hours that are worked in excess of forty (40) hours must be compensated for either in overtime pay or in compensatory time off. All formal evaluations of any member while on such assignment will be made by a supervisor from the Boise Police Department. This does not preclude the supervisor from considering information gathered from any source.

D. Shifts/Shift Changes.

(1) The term "shift" refers to one of three periods. The time periods of any given day are classified as day, swing, and night shifts. A day shift will have a starting time that is between the hours of 0500 and 1159. A swing shift will have a starting time that is between the hours of 1200 and 1759. A night shift will have a starting time that is after the hour of 1800 and before 0459. The starting and concluding times for these shifts shall be established at shift change.

(2) All members assigned to uniform functions shall be entitled to a four (4) day work week at ten (10) hours per day.

(3) Members assigned to C.I.D. have a choice between a five (5) day eight (8) hour per day work week or a four (4) day ten (10) hour per day work week.

(4) Members shall choose their shifts, including days off, prior to each shift change according to seniority, with the most senior members having preference. However, the

Chief of Police shall retain the right to assign a member to a shift not of his preference, based on a recommendation by the Division Captain, if the assignment is in the best interests of the Department and will promote a better operation.

All members assigned to uniformed patrol division (excluding S.T.E.P, light duty, etc.) have the right to utilize seniority to solely determine their shift by Ada number. Shift selection for members and supervisors assigned to Community Outreach Division (C.O.D.) will be made within subgroups as determined by current contiguous time in unit (previous time in unit will not be considered). Criminal Investigation Division (C.I.D.) members shall choose shifts within their unit. Composition of all units except uniformed patrol work shall be filled with the approval of the Chief of Police.

(5) Member shift change times are made during the month of January, April 15 through May 15, and August 15 through September 15. Special consideration will be given those members who are engaged in college classes to complete said classes without interference of a shift change.

(6) A Division Captain shall have the authority to assign a Probationary Officer to any work shift that accomplishes the division goals. Once a Probationary Officer completes probation, he will then become eligible to choose shifts by seniority at the next regularly scheduled shift change.

E. Working Out of Classification. A member, when circumstances warrant, shall accept the responsibility and carry out the duties of a position or rank, or succeeding positions or ranks, above that which he normally holds. In the absence of a regularly assigned supervisor, the supervisor will, with the approval of the Division Captain, select the member to fill the supervisor's position. First, consideration for the supervisor's position will be taken from members on the appropriate promotional list. Next consideration will be given to members with

seniority, but not limited to seniority. Effective the first pay period following signing, if any member does work out of classification, he shall be paid an additional seven dollars (\$7.00) per hour when working as a Sergeant and six dollars and fifty-eight cents (\$6.58) per hour when working as a Lieutenant. The above rates shall increase by the percentage of wage increases provided for members in subsequent Agreements.

F. Seniority. Seniority shall be determined by time in present classification. If time in classification is equal, seniority shall be determined by length of time on the Department for the rank of Police Officer III and below and by relative ranking on promotional examination for the rank of Sergeant.

G. Firearms Training. Firearms training will be provided by the Department and will be mandatory on a quarterly basis. Firearms training will be made available on a monthly voluntary basis, providing no overtime is charged to such activity.

H. Physical Fitness Program. Probationary Officer Agreement. Probationary Officers shall continue to meet currently existing physical fitness standards during their probationary period.

I. Additional Safety Equipment. BOISE CITY shall provide the additional safety equipment, as needed by members in the performance of their duties as set forth on the Additional Safety Equipment Items list, attached hereto as Appendix G and incorporated herein by reference. BOISE CITY or the Chief of Police shall make no deletions from the Additional Safety Equipment Items list without the mutual agreement of both BOISE CITY and UNION. The Chief of Police may make additions to the list and may make reasonable changes to the specifications of existing list items.

BOISE CITY shall have no obligation to reimburse members for equipment on the Additional Safety Equipment Items list which has been personally acquired by the members, but

shall replace such equipment with departmentally issued equipment as that equipment requires replacement as may be reasonably determined by the Chief of Police or his designee.

SECTION 7. GRIEVANCES

A. **Intent.** It is the declared object of the parties to encourage prompt and informal resolution of member complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

B. **Election of Procedure.** Nothing contained herein shall be construed to prevent any member from informally discussing a complaint with his immediate supervisor, or processing a grievance in his own behalf in accordance with: (a) the grievance procedures hereinafter set forth; (b) the BOISE CITY Personnel Grievance Procedure; or, (c) the Civil Service Commission Rules and Regulations. The member may select only one (1) of the grievance procedures set forth above and must comply with all notice requirement and time limitations therein prescribed.

C. **Definition.** A "grievance" shall mean a complaint by one or more members involving the interpretation, application of this Agreement, or written policies and rules of the Police Department that apply to a working condition or disciplinary action. The Chief of Police may, at his discretion, accept a single grievance on behalf of all members similarly situated and affected by the resolution of a grievance.

D. **Time Limits.** The time limits herein described shall mean Monday through Sunday, excluding BOISE CITY recognized holidays. However, the time limits specified in any procedural step hereinafter provided may be extended upon written consent of both parties.

E. **Procedure.** Nothing in this grievance procedure prevents the member and his immediate supervisor or division commander from resolving any grievable incident prior to

the filing of a grievance. If the Grievant is satisfied through any step as listed below, then the grievance is considered resolved.

(1) Within thirty-two (32) calendar days of official notification of the event giving rise to a member's grievance, the member must process his grievance from Step One through the delivery of the written grievance to the Chief of Police as set forth in Step Two, as follows:

(a) Step One:

(i) Submit the grievance to the Grievance Committee of UNION for approval in whole or in part.

(ii) If the grievance or any part of the grievance is not approved by the Grievance Committee of UNION, the member has a right to submit the grievance, or that portion of the grievance not approved by the Grievance Committee, to the main body of UNION at a special or regularly scheduled meeting. At said UNION meeting, UNION body will either approve or disapprove, in whole or in part, that portion of the member's grievance that has been appealed to UNION body.

(iii) If the grievance or any part of the grievance is not approved by the Grievance Committee and the member chooses not to appeal to the main body of UNION, as specified herein above, the grievance is terminated. If the member's grievance that is appealed to the main body of UNION is disapproved by UNION body, in whole or in part, that portion of the grievance so denied is terminated.

(iv) If any part of the member's grievance is approved by the Grievance Committee, or is approved on appeal to the main body of UNION as specific herein, the member's grievance as approved must be submitted in writing by the member or UNION's representatives to the Chief of Police.

(v) The member, UNION representatives, and the Chief of Police (or a designated representative), are encouraged to settle any grievance or incident leading to a grievance at any time within a thirty-two (32) calendar-day period.

(b) Step Two: If the grievance or incident leading to the grievance cannot be settled and the member or UNION representatives have submitted the grievance in writing to the Chief of Police within thirty-two (32) calendar days as specified in Step One, the Chief of Police shall respond to the grievance in writing to UNION representatives within seven (7) calendar days of receiving written grievance. Failure of the Chief of Police to respond to the grievance in writing within the specified period will be considered a denial by the Chief of Police.

(c) Step Three:

(i) If the grievance or the incident giving rise to the grievance cannot be resolved by the Chief of Police in Step Two and the member wishes to pursue further remedies, UNION representative will serve in person or electronically the Human Resources Director/designee with notification of the intent to proceed with Step Three within ten (10) calendar days of the receipt of the response from the Chief of Police, or absence of response as specified above. In the notification, UNION will select either a mediator or a Hearing Officer for the Step Three process.

(ii) Voluntary Mediation. If UNION selects mediation to resolve the grievance, the parties shall mutually select a mediator, whose fees will be borne by BOISE CITY. Any information provided, or comments made, during the mediation cannot be used during arbitration. Upon unsuccessful completion of mediation, UNION may proceed to Step Four of this procedure.

(iii) Hearing Officer. UNION may elect to have a Hearing

Officer preside over a hearing concerning the grievance. BOISE CITY and UNION agree that the selection of two (2) Hearing Officers is beneficial. Upon the filing of a grievance at Step Three, the Human Resources Director/designee shall assign the grievance to the appropriate Hearing Officer. Grievances shall be rotated, with each Hearing Officer receiving every other grievance. Upon the selection of new Hearing Officers, the Human Resources Director/designee shall determine the order of assignment by a coin flip. UNION and BOISE CITY representatives will be invited to attend the coin flip. The Hearing Officer shall be selected and mutually agreed upon by BOISE CITY and UNION during negotiations of a successor Agreement. If the Hearing Officer cannot finish the term, BOISE CITY and UNION agree to meet within fifteen (15) days from the date of notification, at which time a replacement Hearing Officer shall be mutually agreed upon for the duration of this Agreement. In the event the parties cannot mutually agree, the following process shall be utilized. BOISE CITY shall provide UNION with a list of five (5) names of qualified individuals from which UNION shall make their selection of Hearing Officer. Conversely, UNION shall provide BOISE CITY with a list of five (5) qualified individuals from which BOISE CITY shall make their selection. Selections shall be made within thirty (30) days upon receipt of the respective lists. Lists shall be submitted within thirty (30) days of notification that new Hearing Officers are being selected.

(iv) The non-prevailing party shall pay the Hearing Officer's fees. In instances where a prevailing party is not easily identifiable, the Hearing Officer shall indicate the party which must pay the Hearing Officer's fee, or may designate that each party should pay one-half of the fee in the event the decision is split. Each party agrees that the Hearing Officer selected shall not be retained by either party for any additional legal employment.

(v) The Hearing Officer shall send the attorney for the Grievant and the attorney representing BOISE CITY the notice of intent to set time and place for the hearing which shall be responded to in writing within seven (7) calendar days by each attorney giving to the Hearing Officer available dates for the hearing. BOISE CITY and the Grievant agree to attempt to set the hearing, if at all possible, within sixty (60) calendar days of the time of submission of the available trial dates of each attorney for BOISE CITY and the Grievant. The Hearing Officer shall, however, have the right to contact attorneys by joint telephone conference call or personal appearance before him to set the hearing without having the attorneys respond in writing to their available dates. It is understood and agreed by and between BOISE CITY and UNION that certain cases might require additional time in excess of sixty (60) calendar days to allow either or both sides to prepare.

(vi) Every hearing shall be public unless either party to the grievance requests a closed hearing. Only parties directly involved in the presentation of evidence on the grievance or in the administration of the grievance procedure shall be permitted to attend a closed hearing. Witnesses shall be excluded upon the request of either party. The hearing shall be informal and technical rules of evidence shall not apply, except that irrelevant, immaterial, incompetent, or unduly repetitious evidence, or evidence protected by the rules of privilege recognized by law may be excluded. A verbatim record of the proceedings shall be maintained either by electronic devices or by stenographic means, but if any party to the proceedings requests a stenographic record, the requesting party shall pay the cost of reporting the proceedings. If any party prepares or obtains a typed transcript of the proceedings, or any portion thereof, a copy shall be provided to the other parties.

(vii) The Hearing Officer shall make written findings of fact, conclusions of law, and an Order following the conclusion of the hearing, a copy of which shall

be sent by mail to the Grievance Committee, the member, and the Chief of Police. The Hearing Officer may sustain, modify, or overturn a previous decision or penalty previously imposed. A decision by the Hearing Officer must be issued no later than forty-five (45) calendar days after the conclusion of the hearing. This forty-five (45) day time frame may be extended for additional thirty (30) day increments upon mutual written consent of the Grievance Committee and the Chief of Police. However, if these time frames are not adhered to by the Hearing Officer, BOISE CITY shall terminate the Hearing Officer pursuant to the requirements of the BOISE CITY/Hearing Officer contract.

(viii) The Hearing Officer shall include in the written decision:

- a. A determination of the specific issues which are in dispute or which statutes, rules, or policies, if any, apply.
- b. A determination of what facts are agreed upon by both the Grievant and the Police Administration.
- c. A determination of what facts or factors are not agreed upon by the Grievant and the Police Administration, together with the Hearing Officer's decision on those matters in dispute.
- d. Complete written findings of fact and conclusions.
- e. A final decision on the grievance.

In addition, the Hearing Officer may include recommendations to either party in his written order.

(ix) The Grievance Committee (or Grievant if not a UNION member) and Chief of Police may mutually agree to stipulate to skip Step Three of this grievance procedure and proceed directly to Step Four of this procedure. In order to utilize this provision, UNION (or Grievant if not a UNION member) shall have previously

complied with the time requirement for filing intent to proceed to Step Three as mandated by this Agreement.

(x) The Grievant shall pay all fees and costs incurred in his representation. Nothing in this Agreement shall be construed as requiring or obligating UNION to provide legal counsel to members who do not belong to UNION.

(d) Step Four: The Grievance Committee (or Grievant if not a UNION member) or the Chief of Police may appeal the Hearing Officer's decision, or the unsuccessful mediation, to arbitration in the manner prescribed as follows:

(i) Written notice of appeal must be filed with the Human Resources Director/designee within fourteen (14) calendar days from the date of receipt of the Hearing Officer's decision, or the completion of mediation, and which notice shall request an arbitration procedure. The Arbitrator will be chosen in the following manner: The Federal Mediation and Conciliation Service will be requested to furnish both parties to the grievance with a list of seven (7) names of professional arbitrators. If one (1) of the seven (7) persons so listed can be agreed to by both parties to the grievance, that person shall serve as arbitrator. If not, then by starting with a coin flip, each party to the grievance will alternately eliminate one (1) name from the list, each continuing until only one (1) name remains. That person will serve as arbitrator.

(ii) Upon the appointment of the arbitrator, the arbitrator shall hold an arbitration hearing at the time and place selected by him, but such hearing must be held within thirty (30) calendar days from the date of selection of, and the notification thereof, if at all possible. At the hearing, the laws of evidence of the State of Idaho shall apply and the hearing shall be conducted pursuant to the provisions of Chapter 9, Title 7, Idaho Code, and the terms and conditions of this Agreement.

(iii) The award of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing, and shall be binding upon the parties hereto and the order may be entered upon the records of any court having jurisdiction, except that each party shall retain the right to appeal as provided in Chapter 9, Title 7.

(iv) The costs of such arbitration shall be born as follows:

a. BOISE CITY and the Grievant shall pay one-half each of the cost of the arbitrator. Costs may be borne by a third party.

b. The Grievant shall pay all costs incurred in his representation. Nothing in this Agreement shall be construed as requiring or obligating UNION to provide legal counsel to members who do not belong to UNION.

c. BOISE CITY shall pay all costs incurred by the BOISE CITY Legal Department.

(2) At least fifteen (15) days prior to a hearing or arbitration of a grievance, both the Grievant's attorney or representative and BOISE CITY shall exchange a list of witnesses that will be expected to testify at the hearing or arbitration and the summary of their expected testimony, together with a copy of all exhibits expected to be introduced into evidence.

F. Disciplinary Action. Any disciplinary suspension shall not be served until the completion of the grievance process, assuming it is invoked.

POLICE GRIEVANCE PROCEDURE – See Appendix E for flow chart

EVENT

Member chooses one of the following procedures

Civil Service Commission, BOISE CITY Grievance Procedure,
or contract procedure

32 Days

Submit grievance to Grievance Committee for processing
and then submit grievance to Chief of Police

7 Days

Chief of Police issues decision

10 Days

UNION or grievant, if not UNION member, notifies Human Relations Manager/designee

60 Days

Hearing or Mediation (UNION option)

45 Days

Decision or Complete Mediation

14 Days

Request Arbitration

No Time

Select Arbitrator

30 Days

Arbitration Hearing

30 Days

Decision

SECTION 8. SPECIAL CONDITIONS.

A. Filling of Vacant Position. In the case of Sergeant vacancies filled by promotion, the maximum time limit allowed for filling that vacancy shall be thirty (30) days.

In instances of personnel reduction, reorganization, layoff, or other reasons, the above limits shall not apply.

B. Reductions in Force. Nothing in this contract shall prohibit BOISE CITY from reducing personnel in the Police Department, but such reduction of members shall be affected in inverse order of seniority of employment and pursuant to any applicable state or federal law. Any member who is removed on this account shall be placed at the head of the eligible list. Rehiring shall be done in the reverse order of those laid off, with the most senior member being offered the first opportunity for re-employment conditional upon passing polygraph,

background, medical, physical, and psychological testing to meet Department hiring standards. No new member shall be hired until the laid off members have been given the opportunity to return to work.

C. Meet and Confer. When a proposed policy or rule change triggers a meet and confer obligation, the Chief of Police shall provide written notice to UNION on the proposed changes. The Chief will allow a minimum of thirty (30) days for UNION to review the changes, unless this period is waived by UNION. The Chief will provide a minimum of two (2) open times for UNION to meet (either with the Chief or designees) to discuss the policy or rule and provide input as to the proposal. The Chief shall provide written notice to UNION upon his final decision to implement the change, and the date of implementation.

D. Drug Free Workplace. BOISE CITY and UNION recognize illegal drug usage, including misuse of legally prescribed prescription drugs and alcohol, as a threat to the public safety and welfare and to the employees of the Boise Police Department. Consistent with this recognition, BOISE CITY and UNION agree to promote the health, safety, and welfare of its employees and the community by maintaining an alcohol and drug-free workplace. BOISE CITY agrees to be bound by the federal testing standards and cutoff levels as established in the Code of Federal Regulations and to notify UNION sixty (60) days prior to the effective date of any changes to the federal testing standards. BOISE CITY and UNION agree that testing will also include steroids and the abuse of prescription drugs, either those prescribed for the member, or someone else. For the purpose of this Section, BOISE CITY's current Drug Free Workplace Policy is hereby incorporated into and made a part of this Agreement and shall be considered a Police Department Rule and Regulation.

BOISE CITY agrees to meet and confer with UNION in advance to discuss any changes to the policy during the term of this Agreement.

E. Personnel Files.

(1) No member shall have any record of discipline entered into his or her personnel file without the member having the opportunity to read and sign the record. If the member refuses to sign, that fact shall be noted on the document.

(2) A member shall have thirty (30) days within which to file a written response to any record of discipline. Such written response shall accompany the record of discipline.

F. Use of Photograph. No member shall be required, as a condition of employment, to consent to the use of his or her photograph as a public safety officer on the internet for any purpose if that officer reasonably believes that the disclosure may result in a threat of harassment, intimidation, or harm to that officer or his or her family.

G. Financial Disclosure/Right to Refuse/Exceptions. No member shall be required to disclose personal (or household) financial information unless such information is obtained or required under state law or proper legal procedure, or tends to indicate a conflict of interest with respect to the performance of his official duties, or is relevant to a criminal allegation.

H. Search of Locker. No member shall have his or her assigned locker searched except in his or her presence, or with his or her consent, or unless a valid search warrant has been obtained, or where he or she has been notified that a search will be conducted and the member has declined to be present. This section shall only apply to lockers that are owned or leased by BOISE CITY.

I. Polygraph. At the accused employee's request, the Department may administer a polygraph examination to the employee involving specific questions concerning the alleged violation. An employee shall also submit to a polygraph when all of the following conditions are met:

(1) The employee has been accused of a violation of Department policy or procedure that could result in his dismissal and/or sufficient evidence exists which would lead to a preponderance that the violation for which the employee is accused has been committed.

(2) Conflicting statements of fact in the case have been established.

(3) The Chief orders the polygraph examination to be taken by the accused employee.


(4) If no corroborating evidence can be gathered, the complaining party will be polygraphed prior to the employee except where the nature of the reporting party would normally preclude a criminal polygraph.

J. Scheduling Pilots. Upon mutual agreement of BOISE CITY and UNION, the parties may alter the traditional four/ten (4/10) schedule for an alternative schedule. The alternative schedules may be tested during up to three (3) druthering processes. If the parties find an alternative schedule to be in the best interest of the Department and members, the parties agree to enter into a memorandum of understanding memorializing the responsibilities of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by the duly authorized members the day and year first above written.

DATED this 1st day of October, 2014.

CITY OF BOISE



MAYOR


ATTEST:



CITY CLERK



LOCAL NO. 486
INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS (I.B.P.O.)



PRESIDENT

City of Boise
Police Compensation Schedules
Appendix A

Job Title	Schedule 1, Base Pay (Hourly)			
	10/5/2014	10/4/2015	10/2/2016	10/1/2017
Master Sergeant	\$39.85	\$40.45	\$41.06	\$41.68
Sergeant	\$39.85	\$40.45	\$41.06	\$41.68
Corporal - PO III 20 year	\$33.50	\$34.00	\$34.51	\$35.03
Corporal - PO III 15 year	\$32.09	\$32.57	\$33.06	\$33.56
POIII SOII - PO III 10 year	\$31.37	\$31.84	\$32.32	\$32.80
POIII SOII - PO III 5 year	\$31.37	\$31.84	\$32.32	\$32.80
POIII	\$31.37	\$31.84	\$32.32	\$32.80
POII	\$26.66	\$27.06	\$27.47	\$27.88
POI	\$25.72	\$26.11	\$26.50	\$26.90
PO	\$22.00	\$22.33	\$22.66	\$23.00

Job Title	Schedule 1, Base Pay Plus Longevity (Hourly)			
	10/5/2014	10/4/2015	10/2/2016	10/1/2017
Master Sergeant	\$40.85	\$41.47	\$42.09	\$42.73
Sergeant	\$39.85	\$40.45	\$41.06	\$41.68
Corporal - PO III 20 year	\$38.53	\$39.10	\$39.68	\$40.28
Corporal - PO III 15 year	\$36.09	\$36.63	\$37.19	\$37.75
POIII SOII - PO III 10 year	\$34.26	\$34.77	\$35.29	\$35.82
POIII SOII - PO III 5 year	\$32.94	\$33.43	\$33.94	\$34.44
POIII	\$31.37	\$31.84	\$32.32	\$32.80
POII	\$26.66	\$27.06	\$27.47	\$27.88
POI	\$25.72	\$26.11	\$26.50	\$26.90
PO	\$22.00	\$22.33	\$22.66	\$23.00

Job Title	Schedule 2, Base Pay (Hourly)			
	10/5/2014	10/4/2015	10/2/2016	10/1/2017
Master Sergeant	\$39.85	\$40.45	\$41.06	\$41.68
Sergeant	\$39.85	\$40.45	\$41.06	\$41.68
NCorporal - PO III 20 year	\$33.50	\$34.00	\$34.51	\$35.03
NCorporal - PO III 15 year	\$32.09	\$32.57	\$33.06	\$33.56
NPOIII SOII - PO III 10 year	\$31.37	\$31.84	\$32.32	\$32.80
NPOIII SOII - PO III 7 year	\$31.37	\$31.84	\$32.32	\$32.80
NPOIII SOII - PO III 5 year	\$27.44	\$27.85	\$28.27	\$28.69
NPOII - 3 year	\$27.44	\$27.85	\$28.27	\$28.69
NPOI	\$23.59	\$23.94	\$24.30	\$24.66
NPO	\$21.67	\$22.00	\$22.33	\$22.66

Job Title	Schedule 2, Base Pay Plus Longevity (Hourly)			
	10/5/2014	10/4/2015	10/2/2016	10/1/2017
Master Sergeant	\$40.85	\$41.47	\$42.09	\$42.73
Sergeant	\$39.85	\$40.45	\$41.06	\$41.68
NCorporal - PO III 20 year	\$38.53	\$39.10	\$39.68	\$40.28
NCorporal - PO III 15 year	\$36.09	\$36.63	\$37.19	\$37.75
NPOIII SOII - PO III 10 year	\$34.26	\$34.77	\$35.29	\$35.82
NPOIII SOII - PO III 7 year	\$32.94	\$33.43	\$33.94	\$34.44
NPOIII SOII - PO III 5 year	\$31.28	\$31.75	\$32.23	\$32.71
NPOII - 3 year	\$27.44	\$27.85	\$28.27	\$28.69
NPOI	\$23.59	\$23.94	\$24.30	\$24.66
NPO	\$21.67	\$22.00	\$22.33	\$22.66

Job Title	Schedule 1, Base Pay (Bi-Weekly)			
	10/5/2014	10/4/2015	10/2/2016	10/1/2017
Master Sergeant	\$3,188.00	\$3,236.00	\$3,284.80	\$3,334.40
Sergeant	\$3,188.00	\$3,236.00	\$3,284.80	\$3,334.40
Corporal - PO III 20 year	\$2,680.00	\$2,720.00	\$2,760.80	\$2,802.40
Corporal - PO III 15 year	\$2,567.20	\$2,605.60	\$2,644.80	\$2,684.80
POIII SOII - PO III 10 year	\$2,509.60	\$2,547.20	\$2,585.60	\$2,624.00
POIII SOII - PO III 5 year	\$2,509.60	\$2,547.20	\$2,585.60	\$2,624.00
POIII	\$2,509.60	\$2,547.20	\$2,585.60	\$2,624.00
POII	\$2,132.80	\$2,164.80	\$2,197.60	\$2,230.40
POI	\$2,057.60	\$2,088.80	\$2,120.00	\$2,152.00
PO	\$1,760.00	\$1,786.40	\$1,812.80	\$1,840.00

Job Title	Schedule 1, Base Pay Plus Longevity (Bi-Weekly)			
	10/5/2014	10/4/2015	10/2/2016	10/1/2017
Master Sergeant	\$3,268.00	\$3,317.60	\$3,367.20	\$3,418.40
Sergeant	\$3,188.00	\$3,236.00	\$3,284.80	\$3,334.40
Corporal - PO III 20 year	\$3,082.40	\$3,128.00	\$3,175.20	\$3,222.40
Corporal - PO III 15 year	\$2,887.20	\$2,930.40	\$2,975.20	\$3,020.00
POIII SOII - PO III 10 year	\$2,740.80	\$2,781.60	\$2,823.20	\$2,865.60
POIII SOII - PO III 5 year	\$2,635.20	\$2,674.40	\$2,715.20	\$2,755.20
POIII	\$2,509.60	\$2,547.20	\$2,585.60	\$2,624.00
POII	\$2,132.80	\$2,164.80	\$2,197.60	\$2,230.40
POI	\$2,057.60	\$2,088.80	\$2,120.00	\$2,152.00
PO	\$1,760.00	\$1,786.40	\$1,812.80	\$1,840.00

Job Title	Schedule 2, Base Pay (Bi-Weekly)			
	10/5/2014	10/4/2015	10/2/2016	10/1/2017
Master Sergeant	\$3,188.00	\$3,236.00	\$3,284.80	\$3,334.40
Sergeant	\$3,188.00	\$3,236.00	\$3,284.80	\$3,334.40
NCorporal - PO III 20 year	\$2,680.00	\$2,720.00	\$2,760.80	\$2,802.40
NCorporal - PO III 15 year	\$2,567.20	\$2,605.60	\$2,644.80	\$2,684.80
NPOIII SOII - PO III 10 year	\$2,509.60	\$2,547.20	\$2,585.60	\$2,624.00
NPOIII SOII - PO III 7 year	\$2,509.60	\$2,547.20	\$2,585.60	\$2,624.00
NPOIII SOII - PO III 5 year	\$2,195.20	\$2,228.00	\$2,261.60	\$2,295.20
NPOII - 3 year	\$2,195.20	\$2,228.00	\$2,261.60	\$2,295.20
NPOI	\$1,887.20	\$1,915.20	\$1,944.00	\$1,972.80
NPO	\$1,733.60	\$1,760.00	\$1,786.40	\$1,812.80

Job Title	Schedule 2, Base Pay Plus Longevity (Bi-Weekly)			
	10/5/2014	10/4/2015	10/2/2016	10/1/2017
Master Sergeant	\$3,268.00	\$3,317.60	\$3,367.20	\$3,418.40
Sergeant	\$3,188.00	\$3,236.00	\$3,284.80	\$3,334.40
NCorporal - PO III 20 year	\$3,082.40	\$3,128.00	\$3,175.20	\$3,222.40
NCorporal - PO III 15 year	\$2,887.20	\$2,930.40	\$2,975.20	\$3,020.00
NPOIII SOII - PO III 10 year	\$2,740.80	\$2,781.60	\$2,823.20	\$2,865.60
NPOIII SOII - PO III 7 year	\$2,635.20	\$2,674.40	\$2,715.20	\$2,755.20
NPOIII SOII - PO III 5 year	\$2,502.40	\$2,540.00	\$2,578.40	\$2,616.80
NPOII - 3 year	\$2,195.20	\$2,228.00	\$2,261.60	\$2,295.20
NPOI	\$1,887.20	\$1,915.20	\$1,944.00	\$1,972.80
NPO	\$1,733.60	\$1,760.00	\$1,786.40	\$1,812.80

APPENDIX B INTENTIONALLY LEFT BLANK

APPENDIX C

\$550/month x 12 months x 13 years:

Year 1 - \$85, 800

Year 2 - \$90, 948

Year 3 - \$96, 405

Year 4 - \$102, 189

Year 5 - \$108, 320

APPENDIX D

Effective July 1, 2005

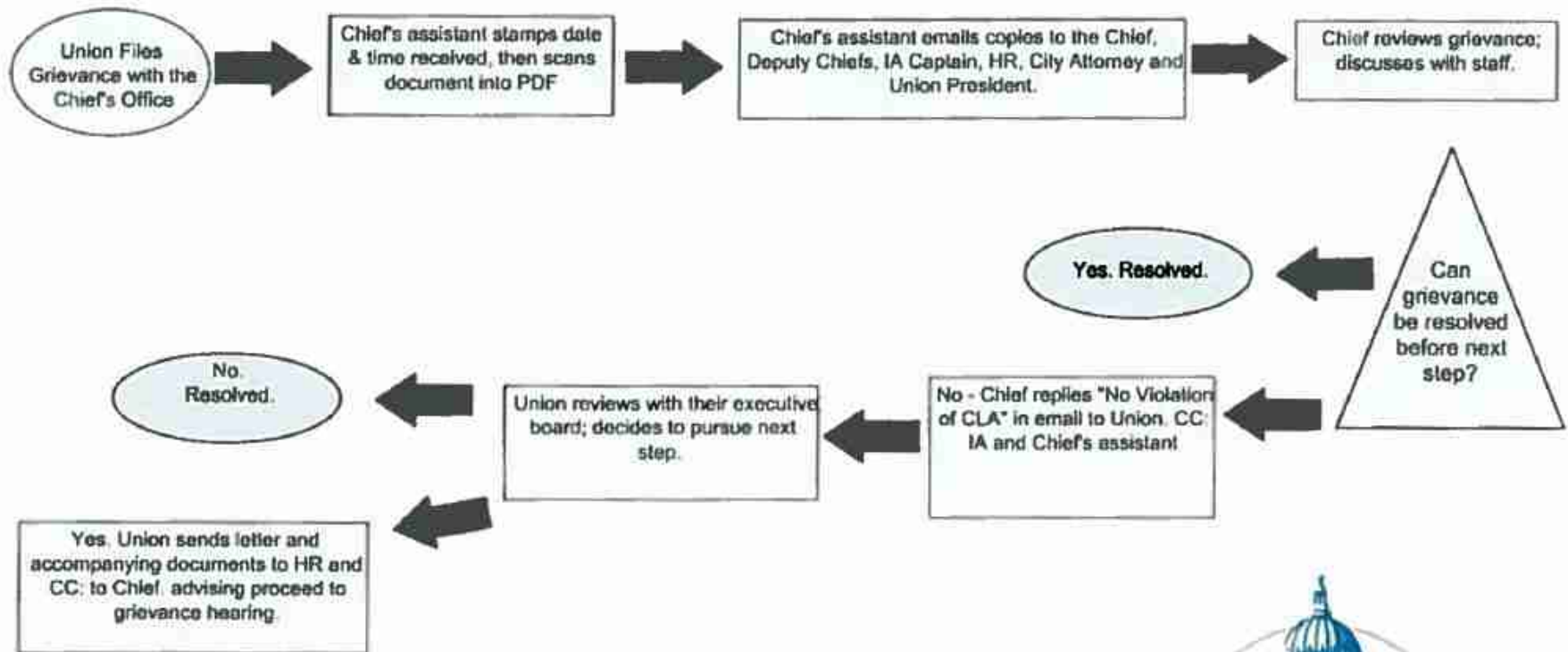
Education Longevity Matrix

Years of Service	5	10	15	20
% Pay Increase to Base Pay	5%	9.20%	12.48%	15.00%
% Increase at Each Step	0	4.20%	3.28%	2.52%
Post Required Certification	Basic	Intermediate	Advanced	Master

Sergeants receive a 2.52% increase when they receive a POST Supervisor Certificate

APPENDIX E

Grievance Process Flowchart



APPENDIX F

Officer Eligibility List

9/22/2014

Name	ADA #	Hire Date	5 Year	10 Year	15 Year	20 Year
Sargent	541	05/20/96			12/28/2010	12/28/2015
Lewtschuk	546	11/18/96			11/18/2009	11/18/2014
Buzzini	556	12/08/97			12/8/2010	12/8/2015
Magnuson	605	03/06/00	10/2/03		10/14/2013	10/14/2018
Morgan	568	12/07/98			5/31/2012	5/31/2017
Miotke	579	06/07/99	9/25/03		9/25/2013	9/25/2018
Galloway	589	09/20/99	3/20/04		3/20/2014	3/20/2019
Simunich	604	03/06/00	12/2/03		12/2/2013	12/2/2018
Bourgeau	614	09/18/00	9/25/03		9/18/2013	9/18/2018
LeBar	629	06/04/01	6/4/04		6/4/2014	6/4/2019
Wills	652	09/16/02	9/16/05		9/16/2015	9/16/2020
McCarthy, Joe	672	06/02/03	7/25/07		6/2/2016	6/2/2021
Harms	696	05/31/04	5/31/07		5/31/2017	5/31/2022
Reimers	697	05/31/04	5/31/07		5/31/2017	5/31/2022
Bonas	705	12/06/04	12/6/07		12/6/2017	12/6/2022
Nance	706	12/06/04	12/6/07		12/6/2017	12/6/2022
Bilbo	713	02/28/05	3/1/08		2/28/2018	2/28/2023
Bradley	714	02/28/05	2/28/08		2/28/2018	2/28/2023
Konvalinka	712	02/28/05	2/28/08		2/28/2018	2/28/2023
All dates confirmed with emails to listed above officers						

APPENDIX G

Department Issued Safety Equipment Items

Safety Vest

Semi-Automatic Handgun

Duty Belt

Ammo Pouch

Holster

PR-24 or other department-approved Baton

PRR-24 Ring

Belt Keepers (4)

Handcuffs (2) – 1 hinged, 1 chain

Handcuff Cases (2)

Hobble

Flashlight

Ammo Magazines (3)

Taser

Taser Holster

OC Spray

Hand-Held Radio Holster