

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF HAVRE

and

**MONTANA PUBLIC
EMPLOYEES ASSOCIATION
POLICE UNIT**



July 1, 2015 - June 30, 2016

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AGREEMENT

This agreement is made and entered into by and between the City of Havre, a municipal corporation and a political subdivision of the State of Montana, herein referred to as the "City" and the Montana Public Employees Association, which is herein referred to as the "Association".

ARTICLE 1 - RECOGNITION

- A. Recognition: The City recognizes the Association as the sole and exclusive collective bargaining agent on behalf of all the appointed Police Officers of the Police Department below the rank of Captain, except those exempt by statute.

- B. Police Officer and Association Representative Rights:
 - 1. Meetings: The Association shall have the right to use available offices at the Police Department at reasonable hours for meetings. Scheduling shall be subject to approval of the Chief or Assistant Chief of Police in advance of the time and place of such meeting. The Employer agrees to furnish a space on a bulletin board for the use of the Association. The use of the City's facilities shall be only for non-inflammatory purposes.

 - 2. Metropolitan Police Laws: The parties hereby agree that they are subject to provisions of the Metropolitan Police Law, as set forth in Title 7, section 32, part 41, MCA, as amended.

 - 3. Association Business Leave: The Employer shall grant reasonable leaves of absence to employees whenever required in the performance of duties as the "duly authorized" representatives of the Association, including attendance at conventions, conferences, seminars, etc., provided such activity or activities do not unduly interfere with the efficient operation of the Police Department and provided the cost and expense of attending any of the above will be borne by the employee or the Association.

ARTICLE 2 - CITY RIGHTS

The Employer retains the sole right to manage its business and direct its work force covered by this Agreement. This includes the right to hire, to classify, to transfer, to promote to supervisory or other positions, to determine an employee's ability or qualifications to perform the work required to use improved methods or equipment, to permanently or temporarily increase or decrease the work force, to plan, direct, train, control, curtail, discontinue, merge or increase operations, and to maintain order and efficiency, including, but not limited to, the right to establish, modify and enforce work rules for safety, service and conduct. The failure to set forth specific retained rights does not constitute a waiver or elimination of vested retained rights or implied management reserved rights existing prior to the effective date of this Agreement.

ARTICLE 3 - EFFECT OF LAWS, RULES AND REGULATIONS

The parties recognize that all police Officers covered by this Agreement shall perform the duties and services prescribed by the Chief of Police or Mayor. The parties also recognize the right, obligation and duty of the City Council and its duly designated officials to promulgate rules, regulations, directives, and orders. The parties further recognize that the City, all employees covered by the Agreement and all provisions of the Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

ARTICLE 4 - MEMBERSHIP

- A. Association Membership: Employees covered by the terms of this Agreement shall not be required to become members of the Association, but must, as a term and condition of employment, pay a representation fee to the Association. Members of the Association in good standing on the effective date of this Agreement shall, on the 31st day following, become and remain members in good standing in the Association or in the alternative pay a representation fee to the Association. New or re-hired employees will have 31 calendar days after the date of employment or re-employment in which to comply. The provision of Section 39-31-204, MCA, shall govern where applicable. Prior to any demand by the Association for the dismissal of an employee for failure to pay dues or fees, the Association will furnish the City with all communications with the employee. The Association indemnifies and will keep harmless the City, Mayor and Council members from any suit resulting from the exercise of this provision.
- B. Discrimination: No employee shall be discharged or discriminated against by the Employer for supporting Association principles or policies, and working under the instruction of the Association, as long as such activities do not interfere with the efficient operation of the Police Department. The Employer and the Association agree that there shall be no discrimination against any employee.
- C. Employer Security Clause: The Association, its members and representatives shall not cause, authorize, permit or in any way encourage, organize or participate in any strike, sit-down, stay-in, slow-down, or similar activity, nor will any of them issue to the City a threat to carry out any such action. In the event of any work stoppage or other curtailment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of this Agreement and all such persons shall immediately cease and desist from the prohibited conduct. Under no circumstances will the Association cause or permit its members to fail to report for duty and perform their duties because of any picket activity by any Association whatsoever. Employees covered by this Agreement must, if necessary, cross any picket lines to report for duty and perform their duties.

ARTICLE 5 - PROBATION, REPRESENTATION, DISCIPLINE & DISCHARGE

- A. Probation: Each newly hired Officer will work a probationary period of one calendar year.

- B. Representation: An Officer has the right to request representation whenever he or she is being questioned by the City or its agents, when the Officer reasonably believes that the information he gives may be used against him or her. Rights to representation shall be governed by *Weingarten* and its progeny.
- C. Discipline and Discharge:
1. Upon receipt of an allegation of a performance deficiency that the Chief believes may result in punitive action, he or she will:
 - a. Apply the elements of due process by:
 - (1) Notifying the employee in writing of the allegation, then
 - (2) having the allegation investigated, then
 - (3) presenting the evidence to the employee, then
 - (4) providing the employee an opportunity to respond.
 - b. Provide the additional elements of "cause" by:
 - (1) Considering the evidence and the employee's response and determining if the allegation is true.
 - (2) Determining if the City has the right to take punitive action, which shall be based on the following criteria:
 - (i) A proper investigation provided substantial evidence that the allegation is true, and
 - (ii) it is reasonable to conclude that the employee knew or should have known the law, policy, directive or expectation that he or she allegedly violated, and
 - (iii) the punitive action is appropriate to the allegation and not applied arbitrarily, and
 - (iv) due consideration was given to the circumstances present and the employee's history of performance in the position.
 - c. Notify the employee of the results of the investigation and the action taken.
 2. Appeal: A non-probationary employee may appeal his or her discipline or discharge through the grievance procedure provided herein, which shall be the exclusive method of appeal.

ARTICLE 6 - SCHEDULE

- A. Regular Schedule: The schedule shall be twelve hour shifts for patrol officers. The schedule for Detective and other Union Members shall be a 10 hour schedule.

The twelve hour work schedule changes the work period from a seven day, forty-hour work period, to a fourteen-day, eighty-four hour work period. Employees working a 10-hour schedule will work 40 hours in a 7 day period.

The excess time worked beyond 2080 hours per year is referred to as Kelly hours. Such hours shall be taken off with mutual agreement between the supervisor and the Patrol Officer. The Kelly hours shall be tracked per pay period. All Kelly hours earned in one quarter shall be schedule off with mutual agreement during that quarter, or in the next quarter. If such hours cannot be mutually agreed upon for scheduling off, then the supervisor shall schedule off the Kelly hours in the next quarter. Employees working a 10 hour or 8 hour schedule are not eligible to accrue for Kelly hours during the period on the 10 hour or 8 hour schedule.

- B. Changes: Changes to the schedule may be made by:
- a. Mutual agreement;
 - b. At least ten calendar day advance notice by the City in the case of temporary changes designated to last no longer than one month;
 - c. In the case of an emergency.

ARTICLE 7 - RANK AND SENIORITY

- A. Rank:
1. Probationary Officer: An Officer during his or her first full year of employment.
 2. Police Officer: An Officer who is qualified in accordance with 7-32-4108, MCA, and remains employed after the end of his or her probationary period shall be deemed a "Police Officer".
 3. Police Officer First Class: An Officer who has been employed as a Police Officer for two full consecutive years shall be deemed a "Police Officer First Class".
 4. Senior Police Officer: An Officer who has been employed as a Police Officer First Class for one full year shall be deemed a "Senior Police Officer".
 5. Sergeant: An Officer after being employed as a Senior Police Officer for at least two full consecutive years and who is then awarded a promotion to Sergeant by the City. Seniority, job performance and POST training will be used to assess internal applicants.

6. Lieutenant: An Officer after being employed as a Sergeant for at least two full consecutive years and who is then awarded a promotion to Lieutenant by the City. Seniority, job performance and POST training will be used to assess internal applicants.
7. Exception: The City may rank a newly hired Officer commensurate with the City's assessment of what his or her previous experience warrants.

B. Seniority:

1. Definition: Seniority is the number of full consecutive years an Officer has worked since the last date of employment as a sworn Officer with the Havre Police Department. In the event two or more Officers are officially hired on the same day, the tie will be broken by the Police Commission's ranking.
2. Requirement: Except where statute and/or regulation require otherwise, a year of seniority shall not be added to an employee's credit when he or she worked for less than half of the total number of hours he or she would regularly work during a calendar year.
3. Roster: On or about January 1 each year, the City will publish a seniority roster. Information not grieved in accordance with the provisions of the contractual grievance procedure the first time such data is published shall be deemed correct from that point on.
4. Loss: All seniority will be lost on the date specified by an Officer as his or her date of resignation, or the date an Officer is discharged, unless a formerly employed Officer is rehired as an Officer sooner than 30 calendar days from the date of resignation or discharge.

ARTICLE 8 - WAGES

A. Wages and Other Compensation:

1. Wages: The wage schedule is set out and attached to the contract as Appendix A, which shall form part of, and be subject to all provisions of this contract for all employees. It includes a 1.5% pay increase, which is retroactive to July 1, 2015.
2. Basic Rate of Pay: An employee's basic hourly rate of pay shall be computed by dividing the annual salary of such employee by 2,080 hours (52 weeks x 40 hours).
3. Other Payments: To the extent allowed by law, payments for stipends and other forms of compensation shall not be used when calculating the regular rate.

B. Additional Work:

1. Assignment: Work beyond the regularly assigned shift will be shared and rotated among all qualified Officers in accordance with a mutually agreed policy. The policy shall be that after a posting period, if no one has volunteered for the additional work,

the vacancy shall be filled by reverse seniority. Officers who are on-duty or on leave during the vacancy period will not be considered to fill the vacancy. However, any Officer may be recalled in the event of an emergency.

2. Compensation: An Officer will be paid his or her regular rate of pay for all hours worked, and these additional forms of compensation:
 - a. Overtime: "Overtime" is time and one-half an Officer's regular rate of pay required by law for all hours worked beyond that established by Section 207(k) of the Fair Labor Standards Act. Overtime may be converted to "compensatory time" under Federal regulations and the provisions of this Agreement.
 - b. Premium Pay: "Premium Pay" is additional compensation required by this Agreement rather than law. Premium pay shall not be pyramided or compounded with overtime and pay for time not worked shall not be deemed a part of an Officer's regular rate of pay. Premium pay may be converted to "premium leave" under the provisions of this Agreement. Premium pay is provided when:
 - (1) Work Beyond the Shift: An Officer will be paid at the rate of time and one-half his or her regular rate for all time worked in excess of 12 hours per day, or in excess of 84 hours worked per 14 day work period. Employees working a 10 hour schedule shall be eligible for overtime when time worked is in excess of 10 hours per day, or in excess of 40 hours in a seven day time period.
 - (2) Call Out: An Officer will be paid for a minimum of three hours at the rate of time and one-half his or her regular rate of pay when he or she returns to work as a result of a recall which is not directly connected to either the or beginning or end of his or her regularly scheduled shift.
 - (3) Court: An Officer will be paid a minimum of three hours at the rate of time and one-half his or her regular rate of pay when he or she returns for a court appearance. On a "double back day", the three hours will be paid at the rate of two and one-half times his or her regular rate of pay. The Officer will not be required to work for the minimum three hours when court duty ends earlier.

ARTICLE 9 - LEAVES OF ABSENCE

- A. Sick Leave: Sick leave is set forth in 2-18-618, MCA. In the event of a death in the immediate family of an employee, the employee shall be granted up to forty-eight hours off charged to sick leave. In the event of a serious illness or accident in the immediate family of an employee, the employee may be granted up to forty-eight hours off, and this leave of absence may be charged to sick leave subject to the discretion of the Police Chief. The immediate family shall be defined as spouse and children of the member, mother, father, stepmother, stepfather, brother, sister, stepbrother, stepsister, half brother, half sister,

mother-in-law, father-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece and grandparents.

- B. Maternity Leave: Maternity leave is set forth in 49-2-310, MCA and may be charged against an employee's sick leave credits.
- C. Jury Duty: Jury Duty shall be governed by Section 2-18-619, MCA, as amended.
- D. Patrol Officers on the twelve hour shift will use 12 hours of vacation or sick leave when taking a full day off. Detectives and other Union employees working a 10 hour schedule will use 10 hours of vacation or sick leave when taking a full day off.
- E. Annual Vacation:
 - 1. General: Vacations are set forth in 2-18-611, 2-18-612, 2-18-616, 2-18-617 and 2-18-621, MCA.
 - 2. Requests: Requests for annual leave must be in writing and approved in advance by the supervisor. All other provisions notwithstanding, annual leave may be denied based on the City's inability to have such individual absent during the requested period. An Officer may request a leave of absence by submitting a written request to his or her supervisor for initial consideration and recommendation to the Chief. The City will respond as soon as possible but not later than two weeks after receipt of the request.
 - 3. Advance Scheduling: Officers who request annual leave at least a month in advance shall be deemed to have reserved such dates. Thereafter, a more senior Officer can bump a less senior Officer's reserved dates only if such would not create an undue hardship for the junior Officer.
 - 4. Sporadic Requests: Other requests will be granted on a first come, first served basis.
- F. Emergency Leave: Requests for emergency leave must be made to the Chief of Police. The Chief of Police reserves the right to refuse to grant such leave, if he/she determines such leave should not be granted.
- G. Medical Leave: An employee who is unable to work because of illness or injury and who has exhausted all sick leave credits available shall, upon request, be granted a medical leave of absence, without pay, up to six months. A request for leave of absence shall be accompanied by a written doctor's statement outlining the conditions of health and estimated time at which the employee is expected to be able to assume his normal responsibilities.
- H. Military Leave: Military leave will be granted as per Title 10 Montana Code Annotated and as per Service Members Civil Relief Act 50 USC 501-597b.

I. Compensatory and Premium Leaves:

1. Credits: By agreement between the City and the Officer for each individual incident, overtime pay or premium pay will be converted to leave time. An hour of overtime, which would be paid at the rate of time and one-half the Officer's regular rate of pay, would be converted to one and one-half hours of compensatory leave time credit. An hour of premium pay would be converted to premium leave time credit at the rate it would otherwise be paid.
2. Balance: There shall be no conversion of overtime or premium pay beyond that which results in an Officer having a running balance of more than an aggregate total of 320 hours of such leave credits. The City may from time to time cash out any amount of an Officer's balance of such leave credits, and the City will cash out the entire balance at the time the Officer separates from the City. All cash outs will be at the Officer's then regular rate of pay.
3. Requests: Requests for leave shall be made as soon as possible and the City will respond as soon as possible but not later than two weeks from receipt of the request. The City may deny requests which would create an undue burden on the City.

ARTICLE 10 - HOLIDAYS

A. Days: Each employee is entitled to the following holidays:

1. New Years Day..... January 1st
2. Martin Luther King Day..... 3rd Monday in January
3. President's Day 3rd Monday in February
4. Memorial Day Last Monday in May
5. Independence Day July 4th
6. Labor Day..... First Monday in September
7. Columbus Day..... 2nd Monday in October
8. Veteran's Day November 11
9. Thanksgiving Day 4th Thursday in November
10. Christmas Day..... December 25th
11. State General Election Day

B. Work on a Holiday: When an Officer works on the holiday they shall receive payment for time and one-half for every hour worked on the holiday plus their regular rate of pay.

C. If a Patrol Officer is scheduled for the holiday off, they shall receive holiday credit for 12 hours. Employees working a 10 hour schedule will receive 10 hours.

ARTICLE 11 - VACANCIES AND PROMOTIONS

Officers placed in the supervisory role will be paid Sergeant's pay effective immediately upon long-term vacancy of a Sergeant. This does not apply to a Sergeant's regular scheduled days off,

holidays, compensatory time, training, or less than one week of sick leave or less than 20 calendar days of vacation time.

ARTICLE 12 - HEALTH REQUIREMENTS

- A. Requirements: Whenever the City believes there is a question that an Officer's health may prevent him or her from carrying out assigned duties, the City may direct the Officer to undergo an examination with a City selected medical practitioner who will issue a certificate to the City verifying the Officer's ability or lack thereof. The City will pay for the examination and certificate to the extent it is not covered by insurance.
- B. Checkup: Once each five years, an Officer may arrange with the City for a physical examination. The City will reimburse the Officer for the cost of the actual examination to the extent such is not covered by insurance.

ARTICLE 13 - EMPLOYEE FRINGE BENEFITS

- A. Medical Insurance: The City will contribute that amount toward each participating employee's monthly medical premium as it contributes for the majority of other City employees. The City will cover the increase in insurance premiums for July 1, 2014 through June 30, 2015.
- B. Retirement: The employer and employee shall continue retirement contributions to the present plan.

ARTICLE 14 - GRIEVANCE PROCEDURE

- A. Definition: A "grievance" is an allegation of the misinterpretation or misapplication of a term of this Agreement. When a statute or regulation provides a complaint procedure, such will be used instead of the contractual grievance procedure.
- B. Deadlines: Deadlines are critical and a failure by the Association to file and/or appeal a grievance in accordance with the timelines shall make the subject of the grievance moot. Should the City fail to abide by the timelines, the Association shall have the right to appeal to the next level of the procedure in accordance with the rules provided for that level. Time limits may be extended by mutual agreement.
- C. 'Days' shall be defined as working days Monday through Friday excluding holidays.
- D. Procedure: Each grievance shall be processed in the following manner:

Step 1. Step 1 shall be submitted to the Chief of Police not later than 20 days from the first event giving rise to the grievance. The Chief of Police will issue a written response to the Union not later than 10 days from the date the grievance was received.

Step 2. The Union may submit an appeal to the Mayor not later than 10 days from the issuing of the Police Chief's response. The Mayor will issue a written decision to the Union not later than 10 days from receipt of the grievance.

Step 3. The Union may submit an appeal to the City Council not later than 10 days from the issuing of the Mayor's response. The City Council will hear the matter at the next opportunity for placing the matter on the agenda of a regular Council meeting. The Council will issue a written decision to the Union not later than 10 days from the Council meeting subsequent to the one during which the grievance was heard.

Step 4. The Union may submit an appeal to final and binding arbitration under the following rules:

1. The Union will submit a written request to the Board of Personnel Appeals that a list of seven potential arbitrators be sent to each party. The parties will promptly select an arbitrator by alternating striking names, and the Union will notify the Board of the selection of the arbitrator.
2. The Arbitrator's decision shall not cause the adding to, subtraction from or any other modification to the terms of this Agreement. The decision shall be issued to each party in writing not later than 30 calendar days following the hearing or the final date for submission of briefs.
3. The expenses of the Arbitrator shall be shared equally by the parties.
4. Promptly after first contact with the selected Arbitrator, the City will notify him or her, together with the Union, of all arbitrability issues known at that time. Absent agreement by the parties, the Arbitrator will determine a method by which such will be resolved not less than 20 calendar days from the date established for the hearing.
5. Upon request of either party, the arbitrator may issue a response directly after the close of the hearing, with the written decision and rationale to follow.

E. Election of Remedy: Should the subject of a grievance be filed into another arena, the grievance shall be deemed moot. However, once the City is notified of the appeal of a grievance to arbitration, such shall be deemed the exclusive method of resolution.

ARTICLE 15 - HEALTH AND SAFETY

- A. Health and Safety: The health and safety of employees shall be reasonably protected while in the service of the Employer. The Employer shall carry industrial accident insurance on all employees. Employees are directed to report all personal injuries received in the course of employment.
- B. Safety Committee: In the interest of promoting job safety and morale, the formation of a safety committee is hereby authorized. The Committee shall be comprised of two representatives appointed by the Association and two representatives appointed by the Employer. The Committee will meet as needed at the request of either MPEA or Management for the purpose of discussing safety and health conditions or problems within the Police

Department. The Committee shall make recommendations concerning safety rules, equipment and departmental practices. All recommendations shall be in writing; a copy shall be submitted to the Employer and to the Association. Meetings shall be scheduled at a time agreeable to the Chief of Police. If a Committee meeting is scheduled at a time when a member is not on duty, attendance at the meeting shall be on the officer's time and the City shall not compensate the officer for that time. Anytime the administration purchases or replaces equipment, Association appointees are afforded the opportunity to test and evaluate the equipment and make recommendations to the administration prior to the purchase.

ARTICLE 17 – MISCELLANEOUS PROVISION

A. Cellphones: The city will purchase cellphones and service for use by on-duty officers.

ARTICLE 16 - SAVINGS CLAUSE

If any provision 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.

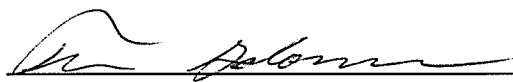
ARTICLE 17 - WAIVER

The City and the Association acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement. Any practices or conditions of employment, which an employee may contend, provide them with other rights or terms and conditions of employment are hereby terminated if not specifically set forth in this Agreement.

ARTICLE 18 - DURATION OF AGREEMENT

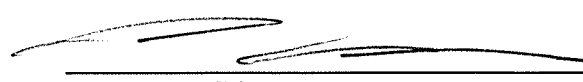
This Agreement shall be effective as of July 1, 2014 or the date of final ratification, whichever comes later, and shall remain in full force and effect through June 30, 2015, and for each succeeding year unless one party gives the other written notice of its desire to negotiate a successor agreement not later than 60 calendar days in advance of the annual expiration date.

FOR THE CITY OF HAVRE:



Mayor City of Havre

FOR MPEA:



Executive Director

Nabe Maturo

Chief of Police

[Signature]

Unit President

Attest:

Douglas A. Keenan

City Clerk

[Signature]

Field Representative

**THIS SECTION NEEDS UPDATED WITH 1.5% RAISE INFO
ADDENDUM 1 - WAGES**

A. Wages: Effective July 1, 2015 through June 30, 2016:

POLICE MATRIX
Effective 7/1/15 - 6/30/16

GRADE 1 PROBATIONARY OFFICER
GRADE 2 POLICE OFFICER
GRADE 3 POLICE OFFICER 1st CLASS
GRADE 4 SENIOR POLICE OFFICER
GRADE 5 SER-
GEANT
GRADE 6 LIEUTEN-
ANT

	GRADE					
	1	2	3	4	5	6
1	2,908.48	3,199.32	3,402.92	3,503.25	3,708.30	3,906.08
2	2,923.02	3,215.32	3,419.93	3,520.77	3,726.84	3,925.61
3	2,937.64	3,231.39	3,437.03	3,538.37	3,745.48	3,945.24
4	2,952.33	3,247.55	3,454.22	3,556.06	3,764.20	3,964.96
5	2,967.09	3,263.79	3,471.49	3,573.84	3,783.02	3,984.79
6	2,981.92	3,280.11	3,488.85	3,591.71	3,801.94	4,004.71
7	2,996.83	3,296.51	3,506.29	3,609.67	3,820.95	4,024.74
8	3,011.82	3,312.99	3,523.82	3,627.72	3,840.05	4,044.86
9	3,026.88	3,329.55	3,541.44	3,645.86	3,859.25	4,065.08
10	3,042.01	3,346.20	3,559.15	3,664.09	3,878.55	4,085.41
11	3,057.22	3,362.93	3,576.95	3,682.41	3,897.94	4,105.84
12	3,072.51	3,379.75	3,594.83	3,700.82	3,917.43	4,126.37
13	3,087.87	3,396.65	3,612.80	3,719.32	3,937.02	4,147.00
14	3,103.31	3,413.63	3,630.87	3,737.92	3,956.70	4,167.73
15	3,118.82	3,430.70	3,649.02	3,756.61	3,976.49	4,188.57
16	3,134.42	3,447.85	3,667.27	3,775.39	3,996.37	4,209.51
17	3,150.09	3,465.09	3,685.60	3,794.27	4,016.35	4,230.56
18	3,165.84	3,482.42	3,704.03	3,813.24	4,036.43	4,251.72
19	3,181.67	3,499.83	3,722.55	3,832.31	4,056.62	4,272.97
20	3,197.58	3,517.33	3,741.17	3,851.47	4,076.90	4,294.34
21	3,213.57	3,534.91	3,759.87	3,870.73	4,097.28	4,315.81
22	3,229.63	3,552.59	3,778.67	3,890.08	4,117.77	4,337.39
23	3,245.78	3,570.35	3,797.56	3,909.53	4,138.36	4,359.08
24	3,262.01	3,588.20	3,816.55	3,929.08	4,159.05	4,380.87
25	3,278.32	3,606.14	3,835.63	3,948.72	4,179.85	4,402.78
26	3,294.71	3,624.18	3,854.81	3,968.47	4,200.75	4,424.79
27	3,311.19	3,642.30	3,874.09	3,988.31	4,221.75	4,446.91
28	3,327.74	3,660.51	3,893.46	4,008.25	4,242.86	4,469.15
29	3,344.38	3,678.81	3,912.92	4,028.29	4,264.07	4,491.49
30	3,361.10	3,697.20	3,932.49	4,048.43	4,285.39	4,513.95
31	3,377.91	3,715.69	3,952.15	4,068.67	4,306.82	4,536.52

B. Exception: The City may place a newly hired Officer on any cell of the Grade 1 or 2 columns commensurate with the City's assessment of the Officer's law enforcement experience, but not at a rate higher than an already employed Officer with the same or more experience is being paid.

C. Other Payments:

1. Shift Differential: An Officer will be paid an additional 85¢ for each hour worked during the assigned evening shift not to exceed twelve hours. The night shift is 7 p.m. to 7 a.m. not to exceed \$10.20. This payment shall be retroactive to January 1, 2012 upon ratification of the collective bargaining agreement.

2. Clothing Allowance:

a. Each Officer will receive an annual clothing allowance of \$1,000.00, paid as wages. Officers hired before July 31, 2001 will receive the allowance on or about July 15, and each Officer hired on or after January 1, 2002 will receive the allowance on or about their anniversary date. When an Officer's employment with the City ends for any reason other than retirement, the Officer will repay the allowance on a prorated basis.

b. The City will pay all costs associated with the repair or replacement of prescription eye wear (including contact lens), wristwatches, watchbands, non-prescription sun glasses, wedding bands, secondary weapons, and any other ancillary item which may be worn by employees on duty that are damaged or destroyed in the course of duty-related incidents that are not the direct result of any negligent act.

c. Personal body armor replacements will be reimbursed at \$800.00 per unit. All other body armor units will be reimbursed as their warranties expire every year thereafter. This is limited to one unit per warranty period, except in cases where damage in the line of duty has occurred and is not covered under existing warranty.

3. Stipends:

a. First Responder: Officers with a First Responder certificate will be paid an additional \$15.00 per month.

b. Specialty: Officers assigned to one or more of the following duty areas for at least half of a contract year will receive a single payment of \$200.00 on or about July 15 for each such year:

- (1) Instructor (Baton, Chemical Aerosol, and/or Firearms)
- (2) Detective
- (3) Drug Task Force assignment
- (4) Intoxillizer

- c. Field Training Officer: Each time the City assigns an Officer the duties of FTO for a designated employee, the following additional compensation will be paid to the FTO for all such duties performed related to each such designated employee:

Primary FTO:\$600.00

Secondary FTO: \$300.00