

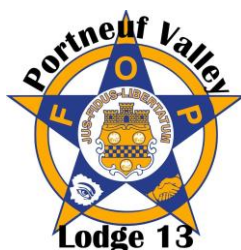
Collective Bargaining Agreement

between the

Fraternal Order of Police,

Portneuf Valley Fraternal Order of Police

Local Lodge #13



And the

City of Pocatello



for the fiscal years:

FY2022 (October 1, 2021 to September 30, 2022)

FY2023 (October 1, 2022 to September 30, 2023)

FY2024 (October 1, 2023 to September 30, 2024)

FY2025 (October 1, 2024 to September 30, 2025)

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COLLECTIVE BARGAINING AGREEMENT

1 THIS AGREEMENT is made this 16th day of September, 2021, between the CITY of
2 Pocatello, a municipal corporation of Idaho, hereinafter referred to as the "CITY", and the
3 Fraternal Order of Police, Portneuf Valley Fraternal Order of Police Local Lodge #13,
4 hereinafter referred to as the "UNION".

5 **ARTICLE 1 – PURPOSE AND WARRANTY OF AUTHORITY**

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

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

16 It is also agreed that where there are clear differences in the wording and the text of
17 the Collective Bargaining Agreement, Pocatello Police Department Policy Manual, the City
18 of Pocatello Personnel Policy Handbook, and the Police Department Personnel
19 Administration Rules, the Collective Bargaining Agreement shall supersede and control.

20 However, all parties at the time of the contracting should make every effort to point
21 out differences so that the Collective Bargaining Agreement, Pocatello Police Department
22 Policy Manual, the City of Pocatello Personnel Policy Handbook and the Police Department
23 Personnel Administration Rules, are not in conflict.

24 **ARTICLE 2 – UNION RECOGNITION**

25 The CITY recognizes the UNION as the sole and exclusive bargaining agency for all
26 employees in the Police Department, hereinafter referred to as Bargaining Unit members,
27 excluding the Chief of Police, Police Major, Police Captains, and Police Lieutenants for the

28 purpose of negotiating wages, rates of pay, working conditions, and all other terms and
29 conditions of employment.

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

31 It is agreed that the UNION and the CITY, through the management of the Pocatello
32 Police Department, will meet on an annual basis in September of each year to review
33 concerns the UNION may have and receive input and feedback on changes that should be
34 considered to the Police Department Personnel Administration Rules. It is further agreed
35 that no changes will be made to the Police Department Personnel Administration Rules
36 without first giving notice to the UNION of the proposed change(s) and allow the UNION
37 fourteen (14) calendar days to comment prior to any such changes becoming effective. Any
38 changes to controlling documents that affect wages, rates of pay, working conditions, and
39 all other terms and conditions of employment will be negotiated between the parties and
40 memorialized in the form of a CBA or Memorandum of Understanding (MOU).

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

42 Upon authorization of the employee, the CITY agrees to deduct uniform monthly
43 service charges in the amount specified by the authorized officer of the UNION from the
44 wages of each authorizing Bargaining Unit member, until the member’s authorization is
45 revoked in writing. The CITY further agrees to remit the specified amount monthly to the
46 Secretary-Treasurer of the UNION by the fifteenth (15th) day of the following month for
47 each authorizing member.

48 **ARTICLE 5 – UNION BUSINESS**

49 **Section 1. Bargaining Unit Elected Representatives**

50 Bargaining Unit member elected or duly appointed to a local Union office, shall be
51 granted reasonable time in which to perform the duties related to such office, including
52 pension meetings, in-CITY union meetings and Personnel Committee meetings. Leave
53 necessary to perform the required duties outside the City of Pocatello during normal duty
54 hours for the member shall be granted by the Chief of Police, providing that the granting of
55 such leave does not adversely affect the ability of the Department to have the necessary
56 staff available to provide for public safety. On-duty Union Officers serving on a committee

57 or performing other required UNION business as dictated by the duties of the office held by
58 such person are expected to reschedule such required activities in the event that the
59 member is needed for actual police duties. Off-duty personnel committee members (shop
60 stewards) are entitled to compensatory time at the straight time rate for attending
61 meetings with the Chief of Police concerning UNION and Department issues.

62 **Section 2. Shop Steward Notification**

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

65 **Section 3. Representatives Facility Access**

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

70 **ARTICLE 6 – DISCRIMINATORY HARASSMENT, ADA, AND EEO**

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

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

83 Any complaint that falls under the City of Pocatello Personnel Policy Handbook,
84 General Policies Sections: 1) Equal Employment Opportunity (EEO), 2) Americans with
85 Disabilities Act (ADA) or 3) Discriminatory Harassment will require the full participation of

86 Human Resources in regards to any and all matters of investigation or review. Human
87 Resources will lead the investigation into any complaint subject to any of the listed
88 categories. Additionally, HR will have full access to all data and records associated with the
89 investigation and findings, even those housed within any police department computer
90 system. All original investigation records that are a result of EEO, ADA or Discriminatory
91 Harassment will be housed in Human Resources files. All discipline proceedings will be
92 attended by the HR employee involved in the investigation. In addition, all polices, or
93 procedures, that address discrimination must be reviewed and approved by Human
94 Resources and the Legal department, with adoption by the City Council.

95 **ARTICLE 7 – COMPENSATION**

96 **Section 1. Field Training Officer/Communication Training Officer – Additional** 97 **Pay**

98 Field Training Officers and Communication Training Officers will be paid forty dollars
99 (\$40.00) per day while engaged in training a member in the FTO program.

100 **Section 2. K-9 Officers**

101 K-9 officers will be paid for thirty (30) minutes each day at the rate of one and one-
102 half (1½) times their regular rate of pay for care and maintenance of the police dog.

103 **Section 3. Step-Up Pay**

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

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

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

112 **Section 4. Shift Differential.**

113 Members of the Bargaining Unit who work the following shifts shall receive a shift
114 differential payment as set out below:

- 115 1. Mid-Day Cover Shift: eighteen cents (\$0.18) per hour shift differential.
116 2. Swing or Afternoon Shift: forty- six cents (\$0.46) per hour shift differential.
117 3. Midnight Shift: eighty cents (\$0.80) per hour shift differential.

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

120 **Section 5. Court Time Pay**

121 This provision applies to all members of the Bargaining Unit. The CITY will pay off-
122 duty members one and a half (1.5) hours for preparation time at their normal rate of pay for
123 any scheduled morning court appearance and one and a half hours (1.5) for preparation
124 time at their normal rate of pay for any scheduled afternoon court appearance. The officer
125 will also be paid a minimum of two (2) hours at their normal rate of pay for each court
126 appearance at which an officer is called to testify that is not canceled by 1800 hours the day
127 prior. In the event that the appearance lasts for longer than 2 hours the officer shall be paid
128 for the total time spent at the court that is related to the appearance. Off-duty members
129 not notified by 1800 hours the day prior to a scheduled court appearance, but notified of
130 cancellation prior to reporting to court, will be paid two (2) hours prep time at their normal
131 rate of pay instead of the preparation time pay set out above.

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

135 **Section 6. Certification Incentives - Dispatch**

136 This provision applies to all members of the Bargaining Unit who hold a dispatch
137 certificate and are able to assist and work in dispatch as the need arises, this requires a
138 current EMD card and any other required certifications being current. The incentive
139 amount is paid annually in a lump sum on the first payroll in November in the fiscal year
140 following attainment of that level for the duration of this contract.

141	Intermediate	\$300.00
142	Advanced	\$450.00

143 **Section 7. Education Incentives**

144 It is agreed by and between the CITY and the UNION that it is beneficial for the
145 members of the bargaining unit to be highly educated. With that as a goal, the CITY agrees
146 to provide a recruitment incentive, a current member education incentive, and a Qualified
147 Educational Assistance Reimbursement Program for members of the Bargaining Unit to
148 continue their education. Except as otherwise set out below, this provision applies to all
149 members of the Bargaining Unit:

150 A. **Education Status.** For all members of the Bargaining Unit hired after October 1,
151 2017 who have obtained or received a certificate or degree identified below
152 prior to the date of their employment with the CITY shall receive the following:

- 153 1. Associates Degree from an accredited educational institution or a POST
154 Officer Certificate: \$3,000 education incentive for one (1) year payable on
155 the first anniversary date of the member’s employment with the CITY.
156 Such payment will only be paid so long as the member is a full-time
157 employee and remains a full-time employee of the CITY for the entire
158 year.
- 159 2. BA/BS Degree from an accredited College or University: \$3,000 per year
160 for four (4) years payable in consecutive years on the anniversary date of
161 the member’s employment with the CITY. Such payments will only be
162 paid as long as the member is a full-time employee and remains a full-
163 time employee of the CITY during each year such education incentive is
164 paid.
- 165 3. Master’s Degree from an accredited College or University: \$5,000 per
166 year for two (2) years payable in consecutive years on the anniversary
167 date of the member’s employment with the CITY. Such payments will
168 only be paid as long as the member is a full-time employee and remains a
169 full-time employee of the CITY during each year such education incentive
170 is paid.

- 171 4. No Bargaining Unit member shall receive an education incentive
 172 payment, as set out above, for more than one degree or certificate. At
 173 the time of employment, the Bargaining Unit member shall provide proof
 174 of the degree or certificate and elect the degree upon which the yearly
 175 amount will be paid. Once such election is made, it cannot be altered.
- 176 5. A member who elects to receive the existing education incentive, as set
 177 out above, waives the right to receive any other educational incentives
 178 set out herein during any year in which an educational status education
 179 incentive is received. This does not include the yearly education bonus.

180 **B. Yearly Education Bonus.** The following education incentive amounts will be paid
 181 in a lump sum on the first payroll in November in the fiscal year following
 182 attainment of that degree. Compensation is paid only for the highest certificate
 183 or degree achieved. Bargaining Unit members receiving payments as set out
 184 above for educational status at the time of hire are not eligible for the following
 185 payments until the second year of their employment with the CITY.

186	2-year vocational certificate	\$125.00
187	A.A. Degree	\$125.00
188	B.A. /B.S. Degree	\$250.00
189	Master’s Degree	\$350.00

190 **C. Tuition Reimbursement.** Tuition reimbursement is available to all members of
 191 the bargaining unit in accordance with the CITY’s Qualified Educational Assistance
 192 Reimbursement Program, so long as such member is not receiving, in the year
 193 requested, an education status bonus payment.

194 **Section 8. Physical Fitness Incentive**

195 Each member of the Bargaining Unit will be compensated for achieving certain
 196 score levels on the Idaho POST physical test or the department established physical fitness
 197 test as defined in the PAR. The test is voluntary and has no effect on an individual’s
 198 performance evaluation. The score levels and corresponding bonus is as follows:

- 199 a. \$350.00 for a score achievement of 85 points or greater;

- 200 b. \$225.00 for a score achievement of 75-84 points;
- 201 c. \$100.00 for a score achievement of 60-74 points.

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

206 **Section 9. Sworn Officer Position Classification Definitions.**

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

207 **Section 10. School Resource Officers.**

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

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

- 216 B. Overtime worked on duties specific to SRO shall be compensated for in
217 the form of compensatory time off (comp time) accrued at time and one-
218 half for all hours so worked. Sick leave hours are not considered time
219 worked for the purpose of computing overtime.
- 220 C. Overtime worked on duties not specific to SRO may be compensated by
221 overtime pay or comp time, at the officers' discretion. Sick leave hours
222 are not considered time worked for the purpose of computing overtime.
- 223 D. Comp time off shall be taken, to the extent possible, only when school is
224 not in session.
- 225 2. This Provision applies to all D.A.R.E Officers or School Resource Officers who
226 replace current officers in the 2016-2017 school years and subsequent years.
- 227 A. Officers assigned to the Community Services Division as specified above
228 shall be paid at their current rank.
- 229 B. Overtime worked on duties specific to SRO shall be compensated for in
230 the form of compensatory time off (comp time) or Overtime accrued at
231 time and one-half for all hours so worked. Sick leave hours are not
232 considered time worked for the purpose of computing overtime.

233 **Section 11. Fraternal Order of Police Legal Defense Fund**

234 The CITY will pay 25% of the insurance premiums due for those members of the
235 Bargaining Unit who elect to participate in the Fraternal Order of Police Legal Defense Fund.

236 **Section 12. Workers' Compensation**

237 Bargaining Unit members unable to work due to a job-related injury or illness will
238 continue to receive their full salary and benefits, during the period of their incapacity to
239 work. The receipt of this benefit requires the member to assign to the City all of the worker
240 compensation monetary benefits received by such member resulting from the
241 incapacitating injury or illness. (This provision does not apply to any worker's compensation
242 benefits received as a result of death of the employee.) If the member is limited by the
243 injury and unable to perform all job duties, the City may seek an evaluation from a physician
244 to determine if and when a member is able to participate in light duty activities with the

245 required restrictions and accommodations recommended, if any, by the physician. The
 246 member’s supervisor and department head will determine if temporary light duty work is
 247 available based on the restrictions and accommodations determined by the physician on
 248 the treatment report. Temporary reassignment to a department may be given, with
 249 preference to the Police Department, and may include a change in the employee’s regular
 250 duties. Refusal to accept available light duty work may be cause to discontinue worker’s
 251 compensation benefits and could subject the member to disciplinary action by the CITY.

252 **Section 13. Bilingual Pay Incentive Program**

253 The UNION agrees to the application of all aspects of the CITY of Pocatello’s bilingual
 254 pay incentive program, including but not limited to the eligibility requirements,
 255 responsibilities of participation in the program, selection of program participants, benefits
 256 amounts, method of payment and program administration. Those Bargaining Unit members
 257 eligible to participate will receive \$300.00 in their first payroll check issued in April for each
 258 year they meet the eligibility requirements of the program.

259 **Section 14. Pay Grade Charts**

260 Sworn members in each paygrade at maximum step will receive no pay increase,
 261 officers below the max step will receive 1 step.

- 262 • Master levels used in FY2021 and prior were consolidated into base rank effective
 263 FY2022.
- 264 • One (1) step will be added in years FY2022, FY2023, FY2024 and FY2025 of 1.5% to
 265 1st Class/Corp/Sgt ranks until 10 steps are on the adopted scales.

266 a. FY2022 Pay Chart (2.50% increase from FY2021)

		1	2	3	4	5	6	7
P60	3rd Class	\$23.25						
P61	2nd Class	\$24.41						
P62	1st Class	\$25.63	\$26.27	\$26.93	\$27.33	\$27.74	\$28.16	\$28.58
P63	Corporal	\$29.57	\$30.30	\$31.06	\$31.53	\$32.00	\$32.48	\$32.97
P64	Sergeant	\$34.10	\$34.96	\$35.83	\$36.37	\$36.91	\$37.47	\$38.03

267
 268

269 b. FY2023 Pay Chart (3.00% increase from FY2022)

		1	2	3	4	5	6	7	8
P60	3rd Class	\$23.94							
P61	2nd Class	\$25.14							
P62	1st Class	\$26.40	\$27.06	\$27.74	\$28.15	\$28.57	\$29.00	\$29.44	\$29.88
P63	Corporal	\$30.45	\$31.21	\$31.99	\$32.47	\$32.96	\$33.46	\$33.96	\$34.47
P64	Sergeant	\$35.13	\$36.01	\$36.91	\$37.46	\$38.02	\$38.59	\$39.17	\$39.76

270
271 c. FY2024 Pay Chart (3.50% increase from FY2023)

		1	2	3	4	5	6	7	8	9
P60	3rd Class	\$24.78								
P61	2nd Class	\$26.02								
P62	1st Class	\$27.32	\$28.01	\$28.71	\$29.14	\$29.57	\$30.02	\$30.47	\$30.92	\$31.39
P63	Corporal	\$31.52	\$32.31	\$33.11	\$33.61	\$34.11	\$34.63	\$35.15	\$35.67	\$36.21
P64	Sergeant	\$36.36	\$37.27	\$38.20	\$38.77	\$39.35	\$39.94	\$40.54	\$41.15	\$41.77

272
273 d. FY2025 Pay Chart (3.50% increase from FY2023)

		1	2	3	4	5	6	7	8	9	10
P60	3rd Class	\$25.65									
P61	2nd Class	\$26.93									
P62	1st Class	\$28.28	\$28.99	\$29.71	\$30.16	\$30.61	\$31.07	\$31.53	\$32.01	\$32.49	\$32.97
P63	Corporal	\$32.62	\$33.44	\$34.27	\$34.79	\$35.31	\$35.84	\$36.38	\$36.92	\$37.48	\$38.04
P64	Sergeant	\$37.63	\$38.57	\$39.53	\$40.13	\$40.73	\$41.34	\$41.96	\$42.59	\$43.23	\$43.88

274
275 **Section 15. Sworn Step Increases and Probationary Periods**

276 Effective 2022 sworn officers who have successfully completed the required
277 introductory/probationary period of employment are entitled to receive any associated
278 step increase in compensation effective on the first day of the new fiscal year.

279 a. Introductory/ Probationary Periods for Sworn officer promotions will be six (6)
280 months long. Management has the right to extend Probationary/Introductory
281 Periods for six (6) additional months.

282 b. Sworn officers entitled to automatic rank advancement and any corresponding
283 automatic rank/pay grade advancement shall be made on the anniversary date
284 of the automatic rank promotion.

285 Sworn officers who have not completed the required introductory/probationary period for
286 promotions will only receive a step on fiscal year. There are no midyear steps granted.

287 **Section 16. Non-sworn/Civilian Step Advancements**

288 All civilian positions will receive the adopted hybrid scale increase and step
289 movement, as determined by City Council. Employees at the scale maximum will receive no
290 increase. Civilian employees who are still in their introductory/probationary period are not
291 eligible for step increase, there are no midyear steps granted.

292 **Section 17. Add Pay**

293 With the removal of the Bargaining Unit member's longevity and retention bonus,
294 the CITY will institute an "add pay line" to those employees whose annual pay will be less
295 than their FY2016 annual compensation.

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

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

301 **Section 18. On Call Pay**

302 In accordance with Pocatello Police Department Policy Manual Section C, Item X, the
303 scheduled Detective to be "on call" for weekend duties shall be paid for one hour at their
304 then current normal rate for each 12-hour period for which they are on call. This amount
305 shall be paid regardless of whether or not they are called out during that 12-hour period. If
306 a Detective is called out to work, he/she will receive the appropriate call out pay for that 12-
307 hour period instead of the on call pay. During the period when they are deemed "on call"
308 the Detective shall at all times be within 30 minutes of Pocatello, based upon normal
309 transportation time frames, unless otherwise approved by the Chief of Police. Each on call
310 detective shall insure that they can be contacted by phone at all times during each of their
311 scheduled-on call period.

312 **Section 17. Physical Training and Recreation**

313 All Bargaining Unit members are allotted three (3) hours per 40-hour work week of
314 physical fitness time while on duty. Sworn members shall take this in three (3) 1-hour
315 blocks as staffing levels and workloads permit. Non-sworn members may take this in 45-
316 minute blocks with authorization from their immediate supervisor. This time does not
317 accumulate if it is not available to a member during their 40-hour week.

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

319 **Section 1. Work Period for Sworn Personnel**

320 The FLSA 207(k) work period, defined as fourteen (14) days for the purpose of
321 computing overtime, shall be utilized by the City in computing overtime compensation for
322 all non-exempt sworn personnel. Non-exempt non-sworn personnel work period is defined
323 as seven (7) days for the purpose of computing overtime.

324 **Section 2. Work Schedule for Sworn and Non-Sworn Personnel**

325 Work shifts may be modified when necessary to provide for adequate police staffing
326 and coverage as a result of, but not limited to, staffing losses and emergencies. Refer to
327 Pocatello Police Department Mobilization Plan policy.

328 **Section 3. Overtime Pay for Sworn Personnel**

329 This provision applies to all non-exempt sworn members of the Bargaining Unit.
330 Overtime shall be paid for hours actually worked over 80 in a fourteen (14) day work period.
331 Sick leave is not considered time worked for the purpose of determining overtime hours.
332 Management shall not mandate directed time off for the purpose of avoiding use of
333 overtime that is the result of unplanned and unexpected work duty.

334 **Section 4. Overtime Pay for Non-Sworn Personnel**

335 This provision applies to all non-exempt non-sworn members of the Bargaining Unit.
336 Overtime shall be paid after working forty (40) hours in one seven-day workweek. Overtime
337 pay shall be paid at time and one-half of the straight-time hourly rates for all overtime
338 hours worked by such category of employee. Sick leave is not considered time worked for
339 the purpose of computing overtime. Management shall not mandate directed time off for

340 the purpose of avoiding use of overtime that is the result of unplanned and unexpected
341 work duty.

342 **Section 5. Compensatory Time for Sworn and Non-Sworn Personnel**

343 Overtime may be compensated with compensatory time at the same time and one-
344 half rate. It is the obligation of the Bargaining Unit member to designate overtime as
345 compensatory and such time may only accrue up to, but not to exceed, one hundred and
346 twenty (120) total hours. If the total limitation is reached, all overtime over and above the
347 maximum amount of compensatory time allowed will be paid to the member regardless of
348 the member's designation. Compensatory time designation cannot apply to time worked by
349 the member that is funded from sources outside the City general fund, such as grants. In
350 that event such time will be paid directly to the member under the normal overtime rules
351 set out above. Compensatory time may only be utilized when staffing allows and approved
352 by the Chief of Police or their designee.

353 **Section 6. Travel**

354 Travel of Bargaining Unit members outside of Bannock County for Department
355 business or approved training shall be compensated as follows:

- 356 1. Lodging.
- 357 A. In the event that the training program provides lodging as part of the
358 program the member shall not be compensated for lodging outside of
359 that provided by the program. Staying in private lodging shall be at the
360 sole expense of the member;
- 361 B. The Department agrees to pay a total of \$100.00 per room night for
362 lodging. In the event that the cost of a single room is \$100.00 or less each
363 member can have a single room, if sufficient rooms are available. If
364 lodging costs are greater than \$100.00 the Department may require two
365 occupants per room, except for dog handlers traveling with their dogs. In
366 that event they will be provided a private room. A member may request a
367 private room by paying all amounts above the amount agreed to be paid
368 by the Department hereunder, unless the request is based on gender.

- 369 2. Per Diem. Members will be paid the normal CITY Per Diem rates.
- 370 3. Travel Time.
- 371 A. Air travel: Members will be paid their normal rate when traveling by air
- 372 during the time that they are scheduled to work their normal shift. In
- 373 the event the travel time occurs during an off-shift time they will be
- 374 compensated through the use of a travel time compensation bank. Each
- 375 member will have the travel hours incurred credited, at straight time, to
- 376 a compensation time account separate from their normal compensatory
- 377 time account. The member shall have the right to utilize such time only
- 378 during the calendar year it is earned. There is no right for such time to
- 379 be carried over to the next calendar year except when the compensation
- 380 is earned during the month of December. In that event the hours earned
- 381 during December can be carried forward at the request of the member.
- 382 B. Vehicle Travel: The member charged with driving to the out of town
- 383 business or training shall be paid in the normal course. All passengers
- 384 shall not be paid unless the travel is during their normal shift time. In
- 385 the event that the travel is not during the member's normal shift they
- 386 will be compensated through the travel compensation account set out
- 387 above.
- 388 4. If travel involves the use of a private vehicle the member will be reimbursed
- 389 for mileage pursuant to the normal CITY of Pocatello rates and procedures.

390 **Section 7. Direct Deposit**

391 Bargaining Unit members shall participate in the mandatory payroll direct deposit

392 program. The CITY will direct a member's payroll to a financial institution of the member's

393 choice. A financial institution must be designated within thirty (30) days of hire. This plan

394 shall make the member's deposit available no later than the normal pay date. Paycheck

395 stubs will accurately itemize and display income and deductions.

396 **Section 8. Military Replacement Compensation**

397 All sworn members of the Bargaining Unit who serve in the National Guard or other
398 Reserve component of the Armed Forces of the United States may request that he/she be
399 paid the difference between his/her regular salary and the compensation they receive while
400 participating in ordered field training under the following conditions:

- 401 1. The field training must be required by the Reserve or Guard component he/she
402 is a member of and the individual must provide a copy of his/her Order's at the
403 time of the request;
- 404 2. The request may not apply to weekend, volunteer, or other similar type of
405 regular training;
- 406 3. The request is limited to a total of 80 hours of straight time compensation;
- 407 4. The individual must provide the CITY records of the compensation received
408 relating to the training within two (2) weeks of the completion of the training;
409 and
- 410 5. The CITY will pay to the individual, as part of the next immediate pay period,
411 the difference between what he/she was paid for training and his/her normal
412 salary.

413 **ARTICLE 9 – STAFFING**

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

425 **ARTICLE 10 – CLOTHING ALLOWANCE**

426 **Section 1. Uniform Standards**

427 Uniform standards are established by management. The CITY agrees to provide
428 Bargaining Unit members with uniforms and safety equipment pursuant to the Police
429 Department Operations Policy.

430 **Section 2. Clothing Allowance**

431 In addition to the provided equipment, the CITY agrees to pay uniformed civilian and
432 sworn personnel, including narcotics detectives, \$565.00 in a lump sum payment on the
433 first paycheck of April for uniform and equipment maintenance. The CITY agrees to pay
434 plainclothes sworn officers within the Detective division excluding the Narcotics detectives
435 \$1,053.00 in a lump sum payment on the first paycheck of April for uniform and equipment
436 maintenance. In addition to the above clothing allowance payments, each Sworn Officer,
437 Evidence Technician, Code Enforcement Officer, Parking Enforcement, Training &
438 Community Services Coordinator, and Licensing Technician will be paid a boot/footwear
439 allowance in the amount of \$200.00 per year. Such allowance will be paid in the first pay
440 period of April of each year. Uniformed civilian half-time personnel will receive one-half
441 (1/2) of the amount uniformed personnel receive for uniform and equipment maintenance
442 excluding the boot/footwear allowance.

443 **Section 3. Safety Equipment**

444 The CITY will provide safety equipment at no cost to the member. If a member opts
445 to upgrade the equipment, said member will pay the difference. All equipment will be
446 inspected and must meet department and federal standards. Weapons modification is not
447 included in this Contract.

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

449 1. Sworn Members

450 A. Class A Uniform

451 1. Department Badge- Silver for Officers and Corporals, gold and silver
452 for Sergeants and all gold for Lieutenants and above.

- 453 2. Serving Since Pin- Silver with blue print for Corporals and Officers,
454 gold with blue print for Sergeants and above.
- 455 3. Collar Brass- Silver for Corporals and Officers, gold for sergeants and
456 above.
- 457 4. Any issued department Medals
- 458 5. Blue Sleeve Chevrons- For all members Sergeant and below.
- 459 6. Whistle and Snake Chain- Silver for Corporals and Officers, Gold for
460 Sergeants and above.
- 461 7. Shoulder Braid- Silver for Corporals and Officers, Gold for Sergeants
462 and above.
- 463 8. Uniform Hat and Hat Badge of appropriate color as listed in 1.
- 464 9. White Dress Gloves
- 465 10. Departmental Pink-Tan Tie- Velcro or clip on (2) each
- 466 11. Blue Service Stripes for all members
- 467 12. Black Trouser Belt
- 468 13. Pink-Tan Uniform Pants- With a blue stripe, (2) each for non-
469 administrative Officers, (4) each for each Administrative Officer.
- 470 14. Navy Blue Long-sleeved Uniform Shirt- With American flag on
471 shoulder, department patch, service stripes and chevrons attached
472 (2) each for non-administrative Officers, (4) each for each
473 Administrative Officer
- 474 15. Mourning Band
- 475 B. Class B Uniform
- 476 1. Navy Blue Short-sleeved Uniform Shirt- With American flag on
477 shoulder, department patch, with chevrons attached (2) each for non-
478 administrative Officers, (4) each for each Administrative Officer
- 479 2. Black Gloves
- 480 C. Class C or Duty Uniform

- 481 1. (4) each Tactical long sleeve uniforms with embroidered badge of
482 appropriate color, embroidered name in appropriate color,
483 department patch, Chevrons for Sergeant and below, American flag
484 and embroidered collar brass for lieutenants and above.
- 485 2. (4) each Tactical short sleeve uniforms with embroidered badge of
486 appropriate color, embroidered name in appropriate color,
487 department patch, Chevrons for Sergeant and below, American flag
488 and embroidered collar brass for lieutenants and above.
- 489 3. (4) Each Tactical Duty Pants

490 D. Coat

491 Navy blue coat with an embroidered badge of appropriate color,
492 embroidered name in appropriate color, department patch, Chevrons
493 for Sergeant and below, American flag and embroidered collar brass
494 for Lieutenants and above.

495 E. Baseball Hat

496 A baseball cap with an embroidered Badge of appropriate color.

497 F. Duty Gear

- 498 1. Level IIIA soft body armor
- 499 2. Rifle Plates, either ceramic or Polycarbonate
- 500 3. Black Nylon or Leather Duty Belt
- 501 4. Duty Pistol
- 502 5. Weapon mounted light for duty pistol
- 503 6. Pistol holster with light bearing capabilities
- 504 7. 2 handcuffs and carrying cases
- 505 8. Flashlight and Flashlight holder
- 506 9. 2-way radio and radio carrier
- 507 10. 2 pistol Magazines and magazine pouch
- 508 11. Expandable baton and carrier
- 509 12. Taser and holster

- 510 13. Latex gloves and carrying pouch
- 511 14. O/C spray and carrying pouch
- 512 15. Israeli bandage and tourniquet with carrying holster
- 513 G. Detectives
- 514 Members assigned to the detective's division shall be issued the
- 515 above equipment and shall also receive the following.
- 516 1. Concealable holster and or shoulder holster
- 517 2. Raid Vest and Jacket
- 518 3. Small Flashlight
- 519 H. Specialized Units
- 520 All specialized Units including, IRU, Motorcycle Officers, Bicycle
- 521 Officers, K-9 and Honor Guard shall be provided equipment as
- 522 needed to carry out their needed functions.

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

527 **ARTICLE 11 – HOLIDAYS**

528 **Section 1. Recognized Holidays**

529 The following is a list of the annual recognized holidays for members of the
 530 Bargaining Unit.

531	New Year's Day	President's Day
532	Martin Luther King's Birthday	Memorial Day
533	July 4 th	Labor Day
534	Veteran's Day	Thanksgiving Day
535	Day after Thanksgiving	Christmas Day
536	Floating Holiday	

537 **Section 2. Working Holiday Pay Rate**

538 When a member is required to work on an official holiday, he/she shall be paid at
 539 the rate of one-half (1 ½) times per hour for the scheduled shift worked and shall also

540 receive compensatory time of one hour for each hour worked. If the holiday falls on a
 541 regularly-scheduled day off for the member who is required to work that shift, the member
 542 will take a day off at a later date at a time scheduled by the Department.

543 **Section 3. Holiday Call Out Pay**

544 When a member is called into work on a holiday listed in Section 1, the member
 545 shall receive pay at double (2x) rate of normal pay.

546 **ARTICLE 12 – VACATION**

547 **Section 1. Eligibility**

548 Vacation benefits are only available to members who are employed to work more
 549 than 20 hours per week. Vacation benefits shall not accrue for those members with respect
 550 to leave of absence without pay, suspension without pay, layoff, or when working overtime.

551 **Section 2. Vacation Accrual**

552 Vacation is accrued each pay period. Changes in vacation accruals begin in January
 553 of the fiscal year in which a member’s years of service reach the new threshold. Members
 554 currently employed, or hired, on or before December 7, 2008, will accrue vacation pursuant
 555 to VACATION SCHEDULE “A.”

556

VACATION SCHEDULE “A”

Years of Service	Full Time Hours Per Pay Period (40 hours +)	Half Time Hours Per Pay Period (Greater than 20 hours)
1 through 5	4.00	2.00
6 through 10	4.93	2.47
11 through 15	5.85	2.93
16 through 20	7.08	3.54
21 through 25	8.00	4.00
26 or more	9.24	4.62

557 For all members hired, or who commence working, after December 8, 2008, vacation will
 558 accrue pursuant to VACATION SCHEDULE “B.”

559

VACATION SCHEDULE “B”

Years of Service	Full Time Hours Per Pay Period (40 Hours +)	Half Time Hours Per Pay Period (Greater than 20 hours)
1 through 5	4.00	2.00
6 through 10	4.93	2.47
11 through 15	5.85	2.93
16 through 20	7.08	3.54

21 or more	7.70	3.85
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560 **Section 3. Limit on Vacation**

561 Accumulated vacation shall not exceed 400 hours at the calendar year's end. Any
562 unused vacation leave over 400 hours shall be forfeited at midnight on December 31 of
563 each year. There will be no payoffs for those excess hours at the end of the calendar year,
564 nor can excess hours be carried over to the following year.

565 **Section 4. Vacation Payout Upon Termination, Resignation, Death, or**
566 **Retirement from Employment**

567 The CITY shall pay all Bargaining Unit members' accrued vacation time and
568 compensatory time (excluding any compensatory time specifically identified as arising from
569 travel time reimbursement) at their hourly rate as of the date of their termination,
570 resignation, death, or retirement per the employee handbook as adopted.

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

574 **ARTICLE 13 – SICK LEAVE**

575 **Section 1. Sick Leave Accrual**

576 Sick Leave is provided as an insurance and income protection against a member's
577 inability to work because of non-job-related illness/injury, pregnancy/maternity. Sick leave
578 may not be used for any absences occurring during the final week of employment unless a
579 doctor's statement is presented prior to the time that member's final check is disbursed.
580 No cash payment shall be made for unused sick leave upon resignation, layoff or discharge.

581 Sick leave is accrued during each pay period as follows:

- 582 ▪ Full-time - 3.70 hours
- 583 ▪ Half-time - 1.85 hours

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

586 **Section 2. Sick Leave Payout**

587 When a member, who is eligible for retirement benefits through the Idaho Public
588 Employees Retirement System, retires from CITY employment, or if a Bargaining Unit
589 member is killed in the line of duty, they or their beneficiary shall be entitled to receive the
590 value of their accumulated sick leave calculated as follows:

- 591 1. The value shall be based upon the then current hourly rate of pay for the retiring or
592 deceased bargaining unit member multiplied by the number of hours accumulated.
- 593 a. The individual shall be paid 20% of the value for the first 400 hours of
594 accumulated sick time;
 - 595 b. The individual shall be paid 30% of the value for 401 through 800 accumulated
596 sick hours; and,
 - 597 c. The individual shall be paid 40% for the value of all accumulated sick hours
598 exceeding 801.

599 **ARTICLE 14 – MEDICAL INSURANCE**

600 **Section 1. Medical and Dental Benefits**

601 The CITY will provide members of the Bargaining Unit access to medical and dental
602 benefits of the CITY medical and dental insurance program.

603 **Section 2. HRA VEBA payment**

604 On the second payroll of the January, the CITY shall submit for deposit \$1,300 into
605 an individual VEBA health reimbursement account for all Bargaining Unit members.
606 Members who start employment after the start of the fiscal year, October 1, will not receive
607 the full \$1,300 HRA VEBA Payment. The members HRA VEBA amount will be prorated
608 based on start date. Any Bargaining Unit member who transfers to a general employment
609 job will not receive additional VEBA dollars beyond their annual lump sum for the current
610 fiscal year.

611 After completion of the wellness exam, the members After completion of the
612 wellness exam, the members will submit the required paperwork, at which time the CITY
613 will submit for deposit an additional \$700.00 into the individual’s VEBA health

614 reimbursement account. The wellness VEBA payment can only occur for a member once a
615 fiscal year, regardless of department of employment.

616 **ARTICLE 15 –EMPLOYEE ASSISTANCE PROGRAM**

617 All Sworn Officers, Dispatchers, and Evidence Technicians are provided an enhanced
618 Employee Assistance Program (EAP) which includes one (1) mandatory visit per fiscal year
619 and up to 20 voluntary visits per incident. The one mandatory visit will be scheduled on
620 shift or paid one (1) hour overtime. Any subsequent visits will be on the employees own
621 time or by utilization of sick leave per CITY policy. In the event that a person has a medical
622 diagnosis related to a condition for which EAP is being utilized, they can no longer continue
623 with the EAP program for that condition and will need to utilize health benefits for
624 treatment.

625 All other Civilian personnel will be participants in the standard EAP program offered
626 by the CITY. All Sworn Officers, Dispatchers, and Evidence Technicians and their dependents
627 will have access to EAP

628 **ARTICLE 16 – MANAGEMENT RIGHTS**

629 Management of the Police Department facilities, operations, and workforce covered
630 by this Agreement are vested exclusively in the CITY, and except as limited by specific
631 provisions of this Agreement, the CITY shall continue to have all sole and exclusive rights
632 customarily reserved to management, including the right to set standards for the services
633 offered to the public; the right to establish, modify, combine or abolish job descriptions; the
634 right to hire and train qualified employees, evaluate the performance of employees to
635 determine their qualifications and fitness for continued duty or employment; the right to
636 promote, suspend, discipline, transfer, or discharge for just cause; the right to relieve
637 employees from duty because of lack of work or other proper reasons; the right to schedule
638 operations, shifts, and all hours of work; the right to assign work and require overtime
639 work; the right to select members of the Police Department in accordance Police
640 Department selection practices and procedures and control their conditions of
641 employment; the right to establish rules pertaining to the operation of the Police

642 Department and permissible conduct of employees; and the right to determine any and all
643 terms and conditions of employment not specifically set forth in this Contract.

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

649 **ARTICLE 17- PREVAILING RIGHTS**

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

653 **ARTICLE 18 – GRIEVANCE PROCEDURE**

654 **Section 1. Grievance-Defined**

655 For the purpose of this Agreement, the term “grievance” shall be defined as those
656 disputes involving interpretation, application, or alleged violation of any provision of this
657 Agreement. The term shall include matters involving safety issues, or any Police
658 Department policies and practices not specifically covered by this Agreement.

659 **Section 2. Grievance Purpose**

660 The grievance procedure set out here is to promote harmony and efficiency
661 between the employees and the CITY by providing for the timely settlement of grievances
662 without fear of discrimination or reprisal.

663 **Section 3. Right to Grievance**

664 Bargaining Unit members will be unimpeded and free from restraint, interference,
665 coercion, discrimination, or reprisal in seeking adjudication of their grievances.

666 **Section 4. Time Limit Extensions**

667 Any time limits stipulated in the grievance procedure may be extended for stated
668 periods of times by appropriate parties by mutual agreement in writing with copies to the
669 UNION and the CITY.

670 **Section 5. City Grievance Against Union**

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

675 **GRIEVANCE PROCEDURE**

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

679 If the matter cannot be resolved verbally, the supervisor shall decide in writing
680 within five (5) calendar days from the date the grievance was discussed and give the written
681 response to the UNION. If this resolves the issue, no further action is required. If it does
682 not resolve the grievance, the grievance may be submitted to Step 2.

683 **Step 2:** The grievance will be presented in writing within ten (10) calendar days to
684 the Chief of Police. This shall include the specific grievance, article and/or policy violated
685 and remedy sought. The Chief shall respond in writing within ten (10) calendar days of
686 receipt of the written grievance. If there is no resolution after it is heard by the Police Chief,
687 it will then be heard by the Mayor.

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

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

698 **Choice of Arbitrator:**

699 1. The CITY and the UNION shall attempt to agree upon an Arbitrator within
700 ten (10) business days after receipt of notice to proceed to arbitration. In the
701 event the parties are unable to agree upon an Arbitrator, the parties shall
702 jointly request assistance from the Federal Mediation and Conciliation Service.
703 (FMCS). The request for assistance shall include a request for a panel/list of
704 five (5) Arbitrators representing the Intermountain West region. The parties
705 shall meet within ten (10) days from the date the list is received to select an
706 Arbitrator by taking turns striking names from the list until one (1) remains.
707 The party to make the first strike shall be determined by a coin toss. Upon
708 selection of an Arbitrator, the parties will mutually submit a request of
709 available dates for the Arbitrator to hear the issue.

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

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

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

722 **ARTICLE 19 - SOCIAL SECURITY REPLACEMENT**

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

725 **Section 1. Designated Match**

726 The CITY of Pocatello shall, in lieu of paying Social Security employer contributions,
727 pay up to 6.2% of wages that would have been subject to social security taxes into the

728 following account: PERSI choice 401k plan. Provided the member provides a match
 729 according to the schedule below, the member will designate their desired match, expressed
 730 as a percentage of wages in whole percentage points up to 6%. The designated match is set
 731 at the rate indicated by sworn members during City insurance open enrollment in calendar
 732 year 2018. Sworn members may elect to change their percentage during the insurance
 733 benefit annual enrollment and it shall be effective for the following fiscal year.

734 The Parties agree that changes to PERSI Choice 401K contribution/election can only
 735 be made for qualified life-changing events within thirty (30) days which include: change in
 736 marital status, a change in the number of eligible children, change in benefits eligibility, or a
 737 change in a family member’s benefits eligibility because of a change in his or her eligibility
 738 or coverage under another employer’s plan. For those members who participate in the
 739 replacement program the CITY shall provide an additional 0.2% of wages that would have
 740 been subject to social security taxes for said employee to be placed into the employees
 741 PERSI choice 401K plan for the first 1% contribution; the schedule is as follows;

742	Member Contribution	City Match
743	0%	0%
744	1%	1.2%
745	2%	2.2%
746	3%	3.2%
747	4%	4.2%
748	5%	5.2%
749	6%	6.2%
750		

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

755 **ARTICLE 20 – CHIEF OF POLICE SELECTION**

756 In the event that a vacancy exists for the City of Pocatello Chief of Police, a
 757 member chosen by the Union shall be appointed to the Chief selection committee. The Union
 758 member will attend and participate in the selection and hiring process along with other

759 members designated by the City. The representative cannot be an applicant for the Chief
760 position at any point in the process.

761 **ARTICLE 21- SAVINGS CLAUSE**

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

764 **ARTICLE 22 – DURATION AND TERMINATION**

765 Upon joint ratification, this Agreement shall become effective October 1, 2021, shall
766 expire on September 30, 2025 and shall be in full force and effect during such term.

767 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
768 their authorized representatives to be effective October 1, 2021.

769 CITY OF POCA TELLO, a municipal corporation of Idaho

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771

772

773

BRIAN C. BLAD, Mayor

774

775 ATTEST:

776

777

778 _____
KONNI KENDELL, City Clerk

779

780

FRATERNAL ORDER OF POLICE, PORTNEUF VALLEY FRATERNAL
ORDER OF POLICE LOCAL LODGE #13

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784

785

A. VAL WADSWORTH, President,
Police Department Bargaining Unit

786