

AGREEMENT

CITY OF BILLINGS, MONTANA

AND

MONTANA PUBLIC EMPLOYEES
ASSOCIATION
BILLINGS POLICE UNIT

JULY 1, 2006 - JUNE 30, 2009

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AGREEMENT

PREAMBLE

This Agreement is made and entered into, by and between the CITY OF BILLINGS, MONTANA hereinafter referred to as the “EMPLOYER”, and the MONTANA PUBLIC EMPLOYEES ASSOCIATION, BILLINGS POLICE UNIT hereinafter referred to as the “ASSOCIATION”. It is the purpose of this agreement to set forth the terms and conditions to which each party is bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party. The rights of the Employer and the Association shall be respected and the provisions of the Agreement shall be observed through the orderly settlements of questions arising from it. For the purpose of this Agreement, the term “collective bargaining” shall be defined as to include any questions concerning wages, fringe benefits, and working conditions. The Employer and the Association furthermore agree to accept their mutual responsibility to ensure Equal Employment Opportunity in all aspects of employment as set forth in this Agreement.

ARTICLE I

Recognition

The BILLINGS POLICE UNIT, hereinafter called the “Association”, is hereby recognized by the CITY OF BILLINGS, MONTANA, hereinafter called the “Employer”, as the sole bargaining agent for the Police Personnel in the Billings Police Department, as determined by the State Board of Personnel Appeals. For the purpose of this Agreement, a Police Officer (Employee) shall be defined as a full-time sworn officer of the Billings P.D., who is a peace officer with arrest authority and is working at least, but not more than, forty (40) hours per week, except as overtime as addressed later herein. Newly sworn Police Officers of the City of Billings shall be entitled to the benefits of this Agreement upon employment with the City of Billings.

ARTICLE II

Management Rights

- A. The Association recognizes the prerogative of the City to operate its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City, and in such areas as, but not limited to, the following to-wit:
1. Directing employees;
 2. Hiring, promoting, transferring, assigning and retaining employees;
 3. Relieving employees from duties because of lack of work or finds or under conditions where continuation of such work would be inefficient and non-productive;
 4. Maintaining the efficiency of government operations;
 5. Determining the methods, means, job classifications, organization, and personnel by which operations of the City of Billings are to be conducted;
 6. Taking whatever actions may be necessary to carry out the mission of the City of Billings in situations of emergency;
 7. Establishing the methods and means by which work is to be performed;
 8. Establishing reasonable or ordinary work rules and policies;
 9. Scheduling overtime work as required, in a manner most advantageous to the City and consistent with its requirements.
 10. The **Employer** shall have up to one (1) year after an employee begins duty to determine his/her satisfactory performance in any position covered by this Agreement and may dismiss such employee without cause during such probationary period.
- B. The **Association** recognizes that the **Employer** has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members.

ARTICLE III

Grievance & Arbitration Procedure

- A. A grievance is defined as a dispute or a difference of interpretation **between a non- probationary** employee(s) and the **Employer**, involving economic issues or disciplinary actions **as expressly provided in the terms of the Agreement.** **Disciplinary actions, involving warning letters, suspension, or discharge shall be grievable; all lesser disciplinary actions are not grievable. If a number of employees have a grievance, involving the same issue(s), the grievance shall be filed as one (1) joint grievance.**
- B. Employees designated **by the Union** as Stewards, **must be certified in writing to the Employer.** A steward shall be authorized reasonable amount of time to process a grievance during regular work hours provided the Steward has the Supervisor's approval and does not disrupt the work of others. A Steward, who cannot be released upon request, due to work requirements, will be released as soon as work permits, but no later than the beginning of his or her next scheduled shift. **An updated steward list shall be provided to City Human Resources in January of each year. The union also agrees to supply an updated steward list anytime during the calendar year that the City requests such an update in writing.**
- C. Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance process by the party in default. If the **Employer** fails to respond to a grievance, it shall be automatically moved to the next step.

D. **Grievance and Arbitration** Process:

Step 1: An employee, who has a grievance, **shall meet and submit the grievance, in writing, to their supervisor. The written grievance must contain the following minimal information:**

- 1. The name and signature of the grievant: (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.);**
- 2. The date the grievance occurred;**
- 3. The issue and nature of the grievance;**
- 4. The terms of the Agreement in dispute; and**
- 5. The adjustment sought.**

The grievance must be initiated no later than ten (10) business days after the grievable act occurred or the first opportunity to have reasonably had knowledge of its occurrence. The supervisor's response to the grievance shall be in writing and within five (5) business days of the Step 1 meeting.

Step 2: Within **the same five (5) business** days following the **Supervisor's response to** the grievance, the employee and Steward shall **notify the Association Field Representative of the result of the discussion. The Association Field Representative shall convene the local chapter's Grievance Committee (President, Vice President, Secretary or Treasurer and two optional representatives).** The grievance shall be presented in written form containing as a minimum the following information:

- a. The name of the grievant(s);
- b. The date(s) of the grievance;
- c. The nature of the grievance;
- d. The terms of the Agreement in dispute;
- e. The adjustment sought;
- f. The grievant(s') signature;
- g. The date discussed verbally with supervisor, who the supervisor was, and a brief description of the result of the meeting;

h. The signature of the Association Field Representative.

After review, the Grievance Committee shall decide if the grievance is to move to Step 3 of the Grievance Process or if the grievance does not have merit . The Grievance Committee's decision is final.

Step 3: If the Grievance Committee moves the grievance to Step 3, it must be filed with the Human Resources Manager the next business day. Within ten (10) business days of receipt of the grievance, a meeting will be held between the key individuals in the grievance including: the employee, the Union Steward, the Union Business agent, the supervisor, the Police Chief or designee and a representative from Human Resources Office to discuss the grievance. The Human Resources office will set up this meeting and will respond to the grievance in writing within ten (10) business days after the meeting is held.

Step 4: If the grievance is not resolved at step 3, then the Human Resources office will set up a meeting between the Police Chief or designee, the City Administrator, the Union Business Agent, and the Human Resources Manager (or designated representative) to discuss the grievance. The City Administrator will respond in writing with an answer to the grievance within ten (10) business days - after the step 4 discussions.

Step 5: If the grievance is not resolved based on management's response in Step 4, the Association may, within ten (10) business days of the City Administrator's response, notify the Human Resources Manager in writing of the Union's intention to submit the grievance to final and binding arbitration. The Union shall request the Federal Mediation and Conciliation Service, the MT Department of Labor or the American Arbitration Association to provide a list of five arbitrators. The parties, shall, within fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the arbitrator. The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date.

During the arbitration proceedings, all evidence shall be presented. The arbitrator's decision shall be final and binding on both parties, but he shall not have the power to alter the terms of this Agreement, City Ordinance, State, or Federal Law. His decision shall be within the scope and terms of this Agreement and he shall be requested to issue his decision within 30 calendar days after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be borne equally by the **City** and the **Union**.

- E.** Other persons may replace any position mentioned in the above procedures, so long as the other party is notified in advance and provided that such appointee has full authority to act in the capacity of the person replaced.
- F.** Any employee, who attempts to adjust a grievance issue through an alternative review process, such as the Courts, State Agencies, or similar recognized judicial bodies, waives all rights for further review of his grievance through this Agreement's grievance process.
- G.** It is understood and agreed that when an employee files a grievance, the act of filing such a grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer relating to said grievance. Such filing shall further constitute a release of the **Employer** from any and all claimed liability by reason of such disclosure.
- H.** Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
- I.** **Business** days shall be defined as Monday through Friday, **excluding** **recognized City of Billings' Holidays**.

ARTICLE IV

Dues Assignment

- A.** The Employer agrees to accept and honor an employee's voluntary written assignment of wages for payment of Association dues or equivalent contributions, as specified in amount by the Association. The Association agrees that all deductions, and any future changes, will be consistent and uniform for all members covered by this Agreement.

- B.** The aggregate deduction will be remitted, together with an itemized list of individual employee names, contributions, and addresses of record, to the Treasurer of the Association within five (5) working days from the date of the payroll distribution. The list will also contain the names of all new hires and/or terminations.
- C.** The Association agrees to hold the Employer harmless for unintentional errors in the collection of voluntary written assignments of monies.
- D.** All present employees covered by this Agreement who have not made application for membership in the Association, shall, as a condition of employment, pay to the Association an amount equal to Association dues as a contribution toward the administration of this Agreement. New employees who fail to comply with this requirement within thirty (30) days after employment shall be discharged by the Employer within fifteen (15) calendar days after receipt of written notice from the Association unless the employee(s) comply with the requirement within the fifteen (15) calendar days.

ARTICLE V

Hours of Work and Compensation

- A. Hours of Duty:** The normal working hours shall be the equivalent of forty (40) hours per week. The normal working hours shall be four (4) ten (10) hour days. The alternate schedule for full-time employees shall be five (5) eight (8) work hour days per week, as long as it is mutually agreed to between the Association and the Employer. The Court Officer may work 5-8's or an altered shift such as 4-10's. The hours will be posted prior to annual shift bidding. The daily hours shall be consecutive with the exception of the lunch break, which may normally be granted sometime in the middle of the shift, depending upon work demands. Those employees who are assigned to be School Resources Officers shall be allowed to work 5 eight-hour shifts with days off being Saturday and Sunday.

Should it be determined that 10-hour days provides insufficient staffing the contract will be reopened in 2008, to discuss 12 hour work schedules. The measurement standards will include the number of times the department was required to minimum staff for unanticipated shortages. Appropriate staffing levels will be determined by an analysis of both anticipated and unanticipated absences resulting in deficient staffing for 35% of the total shifts from January 1, 2007 to December 1, 2007.

- B. **Compensation:** Effective July 1, **2006**, the employee's base wage will be as detailed in Attachment A.
- C. **Pay for Performance:** In order for officers to progress to the next vertical step and/or receive incentive pay for intermediate or advanced certificates, they must have received a satisfactory rating on their annual performance evaluation immediately preceding the date the raise would take effect. For additional details, see Attachment A.
- D. **Overtime:** Employees required to work more than forty (40) hours per week at the direction of proper City authority shall be compensated at a rate of 1-1/2 times the regular rate of each hour of overtime worked. This overtime shall be computed to the nearest quarter (1/4) hour starting one minute after the quarter (1/4) hour begins and extending to the full quarter hour. The Employer shall determine the employees to receive the overtime necessary to be worked. When overtime is computed, sick leave, vacation, holiday or compensatory time taken during the workweek, will be considered as time worked. Employees shall not be required to suspend work during regular scheduled hours to absorb overtime.
- E. **No Pyramiding:** Nothing contained in this Agreement shall be interpreted as requiring a duplication or a pyramiding of holidays, call-out and court-time, standby, training time, or any other form of overtime payments involving the same hours of labor.
- F. **Standby Pay:** Authorized standby assignments, consistent with sound law enforcement practices shall be for a fixed predetermined period of time not to exceed 24 hours. Employees formally placed on standby status shall be compensated on a basis of a ratio three hours straight pay for eight hours of

standby or fraction thereof. If the employee is called back to work, normal callout rules shall apply for actual hours worked.

- G. Shift Premium:** Those officers required to work the majority of their regularly assigned shift within the following hours, shall be compensated in addition to their regular base rate accordingly.

FY 2007

<u>Shift Designated as Afternoon Shift</u>	<u>\$.60</u> per hour
<u>Shift Designated as Night Shift</u>	<u>\$1.10</u> per hour

FY 2008

<u>Shift Designated as Afternoon Shift</u>	<u>\$.80</u> per hour
<u>Shift Designated as Night Shift</u>	<u>\$1.50</u> per hour

FY 2009

<u>Shift Designated as Afternoon Shift</u>	<u>\$1.00</u> per hour
<u>Shift Designated as Night Shift</u>	<u>\$2.00</u> per hour

This differential pay will be included in all hours paid to the officers assigned to the afternoon and night shifts. It will also be paid to any officer assigned to work during the afternoon or night shift hours at the direction of a supervisor.

Officers assigned to the “weekend shift” (6:00 pm Friday to Monday at 6:00 am) shall receive \$.25/hr weekend pay during FY 2007 and FY 2008. In FY 2009, this will increase to \$.50/hr.

- H. Short Change Over Pay:** Any employee, required by the Employer to work two full shifts without benefit of a break in between the work shifts, equivalent to a full shift’s time off, shall be paid an additional four (4) hours pay at the overtime rate of pay. Annual January shift changes, **and** scheduled court time, as described in Section H, paragraph 1 of this contract, shall be excluded. from short change over pay unless the court appearance extends beyond four (4) hours. Officers who voluntarily work minimum staffing shall be paid at time and one-half for the shift. Short change over pay (the above paragraph) shall not apply for this purpose.

Mandatory training will be paid per this article.

- I. **Minimum Staffing:** **All shifts will be manned at a minimum of one (1) officer per beat, per shift.**
- J. **Court Time Pay:** Any Association member, who is required by the proper authority to be in Justice of the Peace, City, District, and Federal, and excluding Civil, Court during his/her off-duty hours that are not an extension (one and one-half (1-1/2) hours before) of his/her regular shift shall be compensated for a minimum of four (4) hours at the overtime rate of pay. Hours for court appearances that are extensions of the regular shift will be paid at the overtime rate for actual hours worked. Court time pay is compensation for actual hours spent in court, not payment for each court appearance in the same day. Each member who is scheduled to appear in City Court must contact the Court before 5:00 p.m. on the last normal court day preceding the scheduled trial day. If the trial is canceled after the member contacts the court, and the court fails to notify the officer of the cancellation, the member is entitled to the minimum hours for court time for his or her shift. If the member fails to contact the Court and the Court is canceled, the member shall not be entitled to the minimum court time pay. Additionally, any officer normally scheduled to work, who has been approved leave for that day, shall receive a minimum of two (2) hours pay to be credited to the leave bank they have used on their time sheet for that day if subpoenaed for court.
- K. **Compensatory Time:** Employees may accumulate compensatory time, in lieu of cash payment at their option for actual time worked in overtime, holidays, mandatory training, and/or required court appearances. The maximum amount of compensatory time that can be accumulated shall be **240** hours. The maximum number of compensatory hours that can be converted to a cash payment, at the time of retirement and/or termination, is **240** hours. Additionally, employees can cash out up to 60 hours per contract year. The employee must provide a written request to Human Resources, and cash out is done on a **per pay period** basis.
- L. **Call Outs:** An employee called back to work, not as an extension of the regular shift, shall be compensated for a minimum of three (3) hours at 1-1/2 times the regular rate of pay. No overtime shall be paid for travel time to and from the job.

- M. **Negotiator's Pay**: The City agrees to allow the Association's members to exchange accrued vacation and/or compensatory time for negotiation time.
- N. **Clothing Allowance**: Plain clothes officers shall receive an annual clothing allowance **or police-related equipment allowance** of \$510.
- O. **Equipment Allowance**: Uniform officers shall be reimbursed for police related equipment (including boots and overshoes) up to \$150 per contract year.
- P. **Canine Pay**: Each officer assigned to canine patrol shall be granted one hour of overtime for each non-scheduled workday in order to care for the dog. This agreement shall be retroactive to the day that the officer returns from the dog academy.
- Q. **Field Training Officer (FTO)**: An FTO, during training, will receive ten (10) hours of straight compensatory time and four (4) hours of overtime pay at time and one half either compensatory time or pay per month during phase 1, 2, and 3. An FTO, during training, will receive five (5) hours of straight compensatory time and two (2) hours of overtime pay at time and one half, either compensatory time or pay during Phase 4.

ARTICLE VI

Fringe Benefits

A. **Vacation Leave**

1. Each employee shall earn annual leave credits. Proportionate credits shall be earned at the end of each pay period. Employees are not entitled to any vacation leave with pay until they have continuously been employed for a period of six (6) calendar months. Credits shall be earned according to the following schedule:

Year of Employment	Working Hours Credit
1 Full Pay Period through 10 years	120
11 Years through 15 Years	144
16 Years through 20 Years	168
21 Years on	192

2. Separation from service or transfer to other departments—cash for unused vacation leave. An employee who terminates his employment with the City, for reasons not reflecting discredit on himself, shall be entitled on the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. However, if an employee transfers between agencies of the same City jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.
3. Unused Vacation Leave may be accumulated to a total not to exceed two (2) times the maximum number of hours earned annually as of the last day of the calendar year. Excess vacation time **will be administered according to state law.**
4. The dates when an employee may take accrued vacation shall be determined by agreement between the employee and the supervisor.
5. In the event an employee becomes ill while on vacation, the employee may substitute sick leave in lieu of vacation leave for the time the employee was ill, provided that the Police Chief may require a health physician's certification of the illness.
6. Unused vacation leave time shall be paid at his or her regular rate of compensation to the employee or his or her heirs at the time of separation from service or death.
7. It shall be unlawful for the Employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of this agreement
8. Seniority preference for vacation time:
 - a. From the effective date of annual shift change, after the first of the year, until the fifteenth of February, employees may bid on vacation time by seniority.
 - b. Up to a total of three (3) vacation time preferences may be bid. A vacation choice is defined as a set of continuous days off. The

employee must have sufficient annual leave accrued or the ability to accrue the amount requested by the time the requested vacation arrives.

- c. Vacation choices will be assigned on a seniority basis. However, a member who does not receive their first choice will receive their second choice (by seniority) before any member who received their first choice is granted a second choice. The same process will be used for third choice.
- d. After the fifteenth of February, vacation time will be granted on a first come first served basis.
- e. No requests for first come first served vacation will be processed until after February fifteenth unless it is a request for time that is to be used prior to the fifteenth of February.
- f. In the event that two employees request vacation after the fifteenth of February at the same time for the same date, seniority will prevail.

9. Paternity Leave: **For the birth or adoption of a child, the provisions of the Family and Medical Leave Act apply. Time off will first be charged against the employee's sick leave until it is exhausted. Once sick leave is exhausted, the employee will then have time off charged against vacation and compensatory time. Leave without pay will not be authorized until all of sick leave, vacation, and compensatory time is exhausted,**

B. Sick Leave

- 1. Each employee shall earn sick leave credits from the first day of employment. Proportionate credits shall be earned and credited at the end of each pay period. Credits shall be earned at the rate of one (1) working day (8 hours) for each month of service without restriction as to the number of working days accumulated. Employees are not entitled to be paid for sick leave until they have been employed continuously for ninety (90) days.

2. An employee who terminates employment with the City is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to his/her accumulated sick leave. The pay shall be computed on the employee's rate of compensation at the time of termination. An employee who received a lump sum payment, and who is again employed by the City, shall not be credited with any sick leave earned during previous service.
3. Abuse of sick leave is cause for discipline up to and including dismissal and forfeiture of lump sum payment.
4. An employee, during illness, must notify the shift supervisor on duty in sufficient time (at least one (1) hour) before the beginning of the shift, each day that he/she is sick.
5. A physician's certificate may be required by an employee's supervisor to substantiate a sick leave charge. Such required physician's certificate shall be furnished by the Employer's physician at the Employer's expense.
6. Local medical appointments of the employee may be charged to sick leave. Each absence shall be reported separately and authorized in advance by the employee's supervisor. Any appointments outside the local area must be approved by the Chief.
7. Maternity leave may be charged against sick leave credits.
8. Sick leave charged in excess of earned sick leave may be charged to earned and available leave at the employee's request. Sick leave must be earned prior to its use.
9. Sick leave credits will be used on a first earned first charged basis.

C. Holidays

1. Employees shall be granted the following holidays without loss of pay:
 - a. January 1 - New Years Day
 - b. Third Monday in January - Martin Luther King Day

- c. Third Monday in February - President's Day
- d. Last Monday in May - Memorial Day
- e. July 4 - Independence Day
- f. First Monday in September - Labor Day
- g. Second Monday in October - Columbus Day
- h. November 11 - Veterans Day
- i. Fourth Thursday in November - Thanksgiving Day
- j. December 25 - Christmas

In addition to the above holidays, employees shall be granted the following days as holidays without loss of pay: Any additional day declared a legal holiday by the Governor of Montana or the Mayor of Billings with the exception of Sundays which are not otherwise holidays. Any day in an even numbered year in which a State general election is held throughout the State of Montana.

2. Employees who work on any of the above referenced holidays shall be compensated at their regular rate of pay, plus time and one-half for their normal shift (i.e. officer normally working 4-10 hour days shall receive holiday pay based upon 10 hours, even if training is scheduled for 8 hours). The employees may receive cash payment or compensatory time. If an employee chooses compensatory time, he/she may choose to put the time in the regular compensatory time bank allowed for in Article V Section I or into a holiday leave bank. The maximum number of hours an employee can have in the holiday leave bank is **150** hours. Any time in excess of **150** hours must be either used or the officer must receive holiday pay. The holiday leave bank must be cashed out at the end of each fiscal year. Any or all of this cash out may be invested in one of the City's deferred compensation programs.
3. Employees, whose regularly scheduled day off falls on the actual holiday, and who are not granted another work day and one-half off in lieu of the

holiday, shall be compensated at their regular rate of pay, plus one and one-half additional day's pay. The holiday will be paid on the day that is closest to the workday. If the holiday falls in the middle of an officer's days off, the holiday will be paid on the last working day unless the officer submits written notification one week prior to the holiday that he will be paid holiday pay on the first working day after the holiday. Employees may receive cash payment or compensatory time.

- a. The **Employer** shall determine those employees who shall work such holiday time. The **Employer** may schedule employees an alternate day and one-half off in lieu of such holiday time. That day shall be subject to the same rights and limitations as vacation.
4. Employees will receive a day and one-half off with pay for any holiday that falls during a leave with pay.
5. School Resource Officers (SRO): Holidays for SRO's shall be paid at the same rate as those officers working ten (10) hour shifts.

D. Attendance Incentive

Employees will be granted one (1) to three (3) days of additional vacation time for each twelve month period (July 1 -June 30) depending upon the employee's sick leave usage. Use of vacation time, earned under the Attendance Incentive Plan, is subject to the provisions under Article VI, Section A. Vacation Leave. The maximum of twenty-four (24) hours for employees on eight hour shifts and thirty (30) hours for employees on ten (10) hour shifts will be reduced, hour for hour, for each hour of sick leave the employee has used during each contract year. The amount of incentive will be pro-rated for employees hired during the year.

E. Emergency Leave

1. In the event of a death in the employee's family, as defined below, the employee may be allowed, with the Police Chiefs approval, two (2) paid days off to be in attendance.
2. In the event an employee's presence is required because of an emergency caused by a major illness or injury to an employee's family member as

defined below, the employee may use accrued leave of the employee's choice to be in attendance.

3. Family, for the purpose of this Agreement, shall include spouse, any legal dependent, or any parent, child, grandparent(s), brother, sister, or corresponding in-law(s).

F. Jury Service and Subpoena

Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Juror fees earned during an officer's normal working hours shall be applied against the amount due to the employee from his Employer. However, if an employee elects to charge his juror or witness time against his annual leave, he shall not be required to remit his fees to the Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowance paid by the court. Employee shall not lose cumulative benefits because of juror or witness service.

G. Military Leave

Any employee who is a member of the organized National Guard of the State of Montana or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given an annual leave of absence with pay, after six (6) months of employment, for attending encampments, training cruises, or similar training programs, not to exceed fifteen (15) working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.

H. Personal Day

Officers are entitled to schedule a personal day off. This day will be paid at the straight time rate of pay. The day an officer may use as his/her personal day must be scheduled with his/her commander the same as a vacation day. The personal day must be taken by the officer, or lost. An officer cannot work on his personal day; it must be a day off.

I. Leave Without Pay

1. Employees may request to take leave of absence without pay for good and sufficient reasons in the best interest of the City with prior approval of the Police Chief and the City Administrator.
2. Request for leave of absence without pay shall be submitted in writing by the employee to the Police Chief or his designee. All pay benefits shall be discontinued during the leave, unless otherwise specified by the Police Chief. Health, Life and Dental Insurance coverage shall continue until the end of the calendar month in which the leave without pay begins. Should an employee return to work in the following month, his insurance benefits will remain in full force and effect for that entire month.

J. General Provisions

1. An employee may not accrue any leave credits during a continuous leave of absence without pay which exceeds fifteen (15) calendar days.
2. All leaves covered under this Agreement must have prior notification and approval of the employee's supervisor. Leaves shall not be unreasonably denied.
3. All leaves covered under this Agreement shall be charged to the nearest one-quarter (1/4) hours.

K. Insurance

1. Health and Life:
 - a. Health Insurance Committee: The City of Billings shall establish a City of Billings **Health** Insurance Committee to maintain a group health insurance plan for employees of the City of Billings and their dependents. The committee shall consist of 15 members appointed as follows:
 1. Three members of each employee union appointee by each union.

2. Six members appointed by the City Administrator. One member shall be a retired city employee currently covered by the city health insurance plan.
- b. The Committee will manage the City Health Insurance Plan and report directly to the City Administrator.
 1. The committee shall meet at least quarterly to:
 - a. Review the existing city group health insurance plan;
 - b. Review the claims experience, projections and plan problems;
 - c. Maintain the plan on a sound actuarial basis;
 - d. Establish plan premium rates and cost sharing by both the City and the employees;
 - e. Advise the City Administrator on all other group insurance matters;
 - f. Decisions will be made by a simple majority vote where all members have one vote and can vote by absentee ballot.
 - c. The terms and conditions of the master insurance contract or policy between **Employer** and the insurance carrier shall govern the participation of employee and their dependents in such insurance plan.
 - d. The **Employer** agrees to accept and honor employee's voluntary written assignments, designating a specified amount of payroll deduction for payment of premiums on the Union's Dental, Vision and Drug Insurance Program.
2. Industrial Accident: The **Employer** shall carry Industrial Accident Insurance on all employees. Each employee must report in writing to the **Employer** any injury or accident received in the course of employment. Failure to do so may result in the loss of benefits.

L. Educational Benefits

1. Tuition Reimbursement:

Any employee matriculated into a program of higher education shall be reimbursed for 75% of the cost of all tuition for all courses approved by the Chief of Police upon furnishing evidence of satisfactory completion of course within thirty (30) days of its completion. The City will have available a minimum of **\$15,000 (fifteen thousand dollars)** to assure funding of the above provision. If an officer receives benefits under this Section and resigns prior to the completion of their 5th year of service, all educational benefits must be repaid to the City.

2. Degree Incentive:

An officer who holds an Associates Degree shall receive \$25 per pay period.
An officer who holds a Bachelors Degree or higher shall receive \$50 per pay period. The degree must be from an institution of higher learning recognized as accredited in the United States.

ARTICLE VII

Working Conditions

A. Seniority: Seniority means an employee's length of continuous service within the Department, and shall be computed from the date the employee begins such service.

1. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority. Previous service upon re-employment shall count toward seniority.
2. To be absent from the job due to voluntary leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon re-employment is counted towards seniority.

3. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.
4. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for just cause, and retirement.
5. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made. Employer shall post a seniority roster December 1st and June 1st of each year.
6. Temporary absences due to job related injury shall be considered as time worked for the purposes of determining seniority.
7. Layoffs caused by reduction in force shall be in order of seniority within the department; that is, the employee last hired in the department shall be the first released. Employees who are scheduled to be released shall be given at least twenty-one (21) calendar days notice. All recalls to employment shall likewise be in order of seniority within the department; that is, the last employees released as a result of a reduction in force shall be the first rehired. All recall rights established herein shall expire at the conclusion of two (2) years from the effective date of the employee's layoff. It shall be the employee's responsibility to maintain a current notification address on record with the Police Chief or his designee. The Association shall also be notified in advance of all recall actions. An employee who is notified to report to duty, but fails to notify the Employer within five (5) calendar days of his intention to report to work shall forfeit his right to re-employment. The City agrees not to lay off any full-time law enforcement officer while active reserve law enforcement officers are continuing to be utilized by the City.

B. Bulletin Boards: The Employer agrees to provide suitable space for an Association bulletin board. Postings by the Association on such boards are to be confined to official business of the Association.

C. **Shift Trading:** Upon approval of the supervising officer, subject to review of the Chief, any employee may exchange shifts or trade time with other qualified employees. The practice of exchanging or trading time will be a voluntary program by the employees in order to permit any employee to absent himself or herself from work to attend to purely personal pursuits. (Must use Shift Trade form, see a commander)

D. **Training:**

1. **Local In-Service Training:** In-Service training schools which are scheduled by the Police Department for the employees, will be posted as soon as practicable prior to the school. If schooling is mandatory for promotions, school will be held twice, when possible, on different dates if necessary, to accommodate the officers, because of the officers' days off and vacations. Anyone wishing to attend a school will submit a letter of request.
2. **Out of Area Training:** Employees will be granted leave with pay to attend authorized training out of the area. Mileage shall be paid based upon one vehicle for every three employees in the training.
3. **Joint Labor/Management Training Board:** There shall be a joint labor/management training board whose functions shall include, but are not limited to: establishing training policy, determining training schools to offer and participate in, and to establish who shall attend such training. The Board shall meet monthly at a time established by the Board and minutes will be kept. If, however, a short notice training opportunity arises, and the Training Board cannot meet before the selection of who is attending must be made, then the Chief or his/her designee may select the employee(s) who will attend. The board shall be composed of four (4) members appointed by the Union and four (4) members appointed by the Chief of Police.

E. Physical Fitness: Those wishing to participate in the physical fitness program can do so voluntarily. The standards applied to the program will be those established by the Cooper Institute. It is agreed that the most recent age and gender bias standards available will be applied. The test will be administered in the Spring and in the Fall. Participants must have a minimum score of 40% in each; push-ups, sit-ups, sit and reach and the mile and one half run. (Airdyne test with approval.) All participants will be awarded a pre-selected item. Compensatory time will be awarded to participants based on their individual scores according to the following scale:

<u>85% or higher</u>	<u>20 hours</u>
<u>80 - 84%</u>	<u>18 hours</u>
<u>70 - 79%</u>	<u>14 hours</u>
<u>60 - 69%</u>	<u>10 hours</u>
<u>50 - 59%</u>	<u>6 hours</u>
<u>40 - 49%</u>	<u>4 hours</u>

Any adjustments to the fitness standards will be addressed through the Labor-Management Committee.

F. Service Weapon: Upon a full service or disability retirement, officers will be given their badge and allowed to purchase their service weapon at fifty percent (50%) of the replacement cost.

G. Just Cause:

1. Confirmed officers may be disciplined by the Employer for just cause.
2. For other than criminal offenses and serious misconduct, the Employer shall use progressive discipline, based upon warning letters, suspensions, transfers and/or discharge. The employee and the Union will be notified in writing of any disciplinary action within twenty (20) working days after the violations, or first knowledge of the violation's occurrence. However, both parties recognize that from time to time additional information may be needed and that hasty action would be detrimental to all parties. Therefore upon notification, the twenty (20) working day period MAY be

waived FOR AN AGREED UPON period of time. Complaints on individual officers may be turned over to internal affairs for investigation. Employees under internal investigation shall be given weekly updates at their request. Any disciplinary action necessary as a result of an internal affairs investigation will be issued to the employee and the Union will be notified within twenty (20) working days after the final internal affairs investigative report is submitted to the Chief of Police. Any officer who has been disciplined, suspended, removed, or discharged by the City Manager may appeal the decision pursuant to State Law.

Note: The paragraph below is intended to clarify how complaints or potential disciplinary issues will be addressed, which occur beyond the confines of the workplace. Its intent is also to establish consistency with all similar incidents, while adhering to contractual time lines for disciplinary or potential disciplinary issues. An internal affairs complaint will be initiated and held in abeyance until information is available, which would call for an appropriate internal affairs investigation. Upon completion of the investigation, the internal affairs file will be turned over to the Chief of Police for resolution according to contract language above.

3. Any disciplinary notices/letters issued shall be considered in effect for a period of 24 months after issuance. Oral or Verbal warnings and counseling are considered informal progressive discipline and will not be documented in writing in the officer's personnel file.

H. Job Safety: Officers shall not be required to use defective equipment. Officers will not be required to carry out orders which are unethical or violate policies/procedures or laws and which would unreasonably endanger their safety. Issues regarding job safety shall be brought to the Police Chief or his designee by the Association for resolution.

I. Disabilities:

1. In the event that an employee becomes incapable of performing the duties of his regular classification through occupational illness or industrial accident, the Employer may transfer the employee to light duty, or with his consent, to another agency.
2. Any employee, who is injured in the performance of their duties as a police officer that renders them unable to perform their duties as a police officer shall be paid by the employer the difference between their salary and the amount they receive from Workman's Compensation Insurance until their disability has ceased, as determined by the Workman's Compensation Insurance, or for a period not to exceed one year, whichever shall first occur. Whenever, in the opinion of the employer, supported by the employer's physician's opinion, the officer is able to perform specified types of light police duty, payment of his partial salary amount shall be discontinued if he refuses to perform such light duty when it is available and offered to him.

J. Shift Preference: Individual shift assignments shall be on the basis of seniority preference, except temporary assignments, not exceeding three (3) months, where necessary to meet department needs. Individual assignments made out of seniority preference, other than that above, shall be made for just cause. Juvenile Detectives and Adult Detectives shall be considered separate entities under this provision.

K. Bill of Rights: In an effort to ensure that investigations made by Superior Officers, as designated by the City Administrator or the Chief of Police, are conducted in a manner which is conducive to good order and discipline, the Association shall be entitled to the protection of what shall hereafter be termed as the "Police Officers' Bill of Rights". Every employee who becomes the subject of an internal investigation by an Internal Investigator shall be advised at the time of the interview that he/she is suspected of: (a) committing a criminal offense;

(b) misconduct that would be grounds for termination, suspension, or other disciplinary action; or (c) that he/she may not be qualified for continued employment with the Department.

The Bill of Rights shall provide, but not be limited to, the following:

1. Whenever a member is under internal investigation, for any reason which could lead to disciplinary action, demotion, or putting anything whatsoever into an Employee's file, such Employee shall be given a copy of the reprimand. Written reprimands will contain space for an Employee's acknowledgement of receipt of said copy. **All due process notification letters will, as a minimum, contain a summary of specific allegations, key evidence, statements, and such items as to enable the employee an opportunity to provide a sound, credible explanation of his/her actions with regard to the SPECIFIC allegations of misconduct.**
2. All disciplinary hearings shall be in strict conformity with the applicable law.
3. An Employee shall not unreasonably be suspended pending trial or appeal if such suspension will result in the loss of wages or any other economic benefit. Any suspension shall be for good cause only.
4. Where dismissal, disciplinary transfer, criminal action, or charges are contemplated, such internal investigation or interview shall be conducted under the following conditions:
 - a. The interview shall be conducted at a reasonable hour, preferably at a time when the Employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interview is required, and if such interview does occur during off-duty time of the Employee being interviewed, he/she shall be compensated for such off-duty time in accordance with regular department procedures.
 - b. The interview shall take place either at the office of the Chief of Police or any other reasonable location.

- c. The Employee under investigation shall be informed prior to such interview of the rank and name of the officer in charge of the investigation, the interviewing officers and all persons present during the interview. All questions directed to the Employee under investigation shall be asked by and through no more than two (2) interviewers.
- d. The Employee under investigation shall be informed of the nature of the investigation prior to any interview, and he/she shall be informed of the names and addresses of all complainants, provided however, that the investigating officer of the complaint may be the complainant. No employee of the Billings Police Department shall assume the role and/or name of the original complainant. This does not preclude any officer of the Department from filing the original complaint.
- e. Interviewing sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods of five (5) minutes duration, provided that no period of continuous questioning shall be longer than twenty (20) minutes of duration, without the Employee's consent.
- f. The Employee under investigation shall not be subjected to offensive language or threatened with transfer, or disciplinary action. No promise of reward shall be made as an inducement to answering any questions. He/she shall not be subjected by management to visits by the press or news media without his/her express consent.
- g. The complete interview of the Employee, including all recess periods, will be recorded at the request of either party. At the request of the Employee, a copy of the interview shall be furnished to him/her if transcribed and if any further proceedings are contemplated by the Department or any other agency. If a tape

recording is made of the interview, the Employee shall have access to the tape if any further proceedings are contemplated.

- h. If the Employee about to be interviewed is under arrest, or is likely to be placed under arrest as a result of the interview, he/she shall be completely informed of his/her Miranda Rights prior to the commencement of the interview.
- i. The Employee shall be notified of the disciplinary action and the reason or reasons therefore prior to the effective date of such action.

L. Relieved from Duty: In cases where management chooses to relieve an Employee from duty pending an internal investigation, the following conditions shall prevail.

1. Officers will/shall/may be placed on administrative leave if there is reasonable cause to believe allegations of misconduct involve:

- a. Criminal activity;**
- b. Use of excessive force;**
- c. Breach of civil rights;**
- d. Negligence;**
- e. Mis/Mal/Non-feasance;**
- f. Disparate treatment;**
- g. Sexual harassment;**
- h. Officer involved shootings;**
- i. Any situation that will adversely affect the public's trust in the department;**
- j. Any situation that exposes the officer and city to liability if left on duty;**
- k. Any situation where it is unsafe to leave the officer on duty.**

Decision to place an officer on administrative leave will be at the Chief's discretion and will take the above listed factors into consideration. In some instances, consultation with MPEA leadership may be appropriate.

Should disciplinary action result from the investigation, that period of time in which the Employee was relieved from duty may be included in the disciplinary action. In the event that an Employee has been paid for any such relief from duty time and disciplinary action is taken, the Employee's accumulated annual leave or compensatory time may, at the Chief's option, be charged in the amount equal to the paid relief time.

- M. **Arrest:** In the event an Employee is arrested or indicted by a Grand Jury, no photo will be released by the Police Chief or his representative to any media without the express written consent of the Employee.
- N. **Association Representation:** Employees, subject to investigation, may have an Association representative present, at his/her option, during interviews. If the Association representative is not available for the interview, the Employee shall select another Association officer or official to fill in for the absent Association representative.
- O. **Legal Counsel Representation:** Employees may be represented by legal counsel of and at his/her choice. If counsel advises the Employee to answer no questions, this shall not be interpreted as a tacit admission to the allegations. Counsel shall have a participatory role; he need not remain silent during the interview(s). The Employee's legal counsel shall be at the employee's expense.
- P. **Polygraph:** No Employee will be required to take a polygraph.

Association Management Committee

There shall be an Association/Management Committee established. The Association President and the Police Chief shall be permanent members. They shall have the flexibility to appoint members from their respective entities to carry out the function of the committee.

ARTICLE VIII

This Agreement shall become effective on the 1st day of July, **2006**, and shall continue in full force and effect through the 30th day of June, **2009**.

Both parties further agree to notify in writing, at least 120 days prior to the expiration date of this Agreement, that they desire to modify the Agreement. All other Articles, conditions and past practices in which modifications are not desired by either party herein, shall remain in effect, subject to final ratification of the total Agreement. This section shall apply only to wages, fringe benefits, and working conditions.

The parties acknowledge that during the negotiations that 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 all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining, with respect to a particular subject or matter covered or not covered in this Agreement.

Savings Clause

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specified Article, Section or portion thereof directly specified in the decision. Upon issuance of such a decision, the Parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof. Any change in City Ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

IN WITNESS WHEREOF the parties hereto, acting by and through their respective and duly authorized officers and representatives, have hereto set their hands and seals on this _____ day of, _____ 2006.

THE CITY OF BILLINGS

THE BILLINGS POLICE UNIT

RON TUSSING, MAYOR

PRESIDENT

ATTEST:

ATTEST:

MARITA HEROLD, CITY CLERK

SECRETARY

CITY ADMINISTRATIVE REVIEW

M.P.E.A. STAFF
REPRESENTATIVE

CHRISTINA F VOLEK
INTERIM CITY ADMINISTRATOR

BOB CHATRIAND
FIELD REPRESENTATIVE

QUINTON E. NYMAN
EXECUTIVE DIRECTOR

ATTACHMENT A

Hourly Police Pay Schedule

Effective 7/1/06

<u>Beginning of Year</u>	<u>Hourly Rate</u>	<u>Certification Pay</u>					
		<u>FY 07</u>		<u>FY 08</u>		<u>FY 09</u>	
1	<u>\$18.24</u>	X	X	X	X	X	X
2	<u>\$18.59</u>	<u>600</u>	<u>1200</u>	<u>700</u>	<u>1350</u>	<u>800</u>	<u>1500</u>
3	<u>\$18.97</u>	600	1200	<u>700</u>	<u>1350</u>	<u>800</u>	<u>1500</u>
5	<u>\$20.11</u>	600	1200	<u>700</u>	<u>1350</u>	<u>800</u>	<u>1500</u>
6	<u>\$21.32</u>	600	1200	<u>700</u>	<u>1350</u>	<u>800</u>	<u>1500</u>
9	<u>\$21.96</u>	600	1200	<u>700</u>	<u>1350</u>	<u>800</u>	<u>1500</u>
12	<u>\$22.61</u>	600	1200	<u>700</u>	<u>1350</u>	<u>800</u>	<u>1500</u>
15	<u>\$23.29</u>	600	1200	<u>700</u>	<u>1350</u>	<u>800</u>	<u>1500</u>
17	<u>\$23.99</u>	600	1200	<u>700</u>	<u>1350</u>	<u>800</u>	<u>1500</u>

Step 20 will be added at 3% in FY07 and another 2% in FY 08 equal to 5% in addition to the CPIU.

Effective 7/01/06: COLA = CPIU as of December 2005 (with a floor of 3% and a ceiling of 4%).

Effective 7/01/07: COLA = CPIU as of December 2006 (with a floor of 3% and a ceiling of 4%).

Effective 7/01/08: COLA = CPIU as of December 2007 (with a floor of 3% and a ceiling of 4%).

As used herein "CPIU" refers to the US City Average of the US Dept. of Labor Consumer Price Index - Urban non-seasonally adjusted as of December 31.

Shift Differential:

Those officers who work the majority of their regularly assigned shift within the following hours, shall be compensated in addition to their regular base rate accordingly.

FY 2007

<u>Shift Designated as Afternoon Shift</u>	<u>\$.60</u> per hour
<u>Shift Designated as Night Shift</u>	<u>\$1.10</u> per hour

FY 2008

<u>Shift Designated as Afternoon Shift</u>	<u>\$.80</u> per hour
<u>Shift Designated as Night Shift</u>	<u>\$1.50</u> per hour

FY 2009

<u>Shift Designated as Afternoon Shift</u>	<u>\$1.00</u> per hour
<u>Shift Designated as Night Shift</u>	<u>\$2.00</u> per hour

Officers assigned to the “weekend shift” (6:00 pm Friday to Monday at 6:00 am) shall receive \$.25/hr weekend pay during FY 2007 and FY 2008. In FY 2009, this will increase to \$.50/hr.

Longevity

Beginning July 1, 2003, longevity shall be added to each officer’s hourly rate based upon the following formula:

.45 x .01 x the hourly rate of an officer from year 1 to 15 years of service.

.50 x .01 x the hourly rate of an officer after year 15.

Certification Pay

Effective July 1, 2001, the appropriate certification (Intermediate or Advanced) that is obtained by November 1 of each year will determine the certification pay amount, as noted above. The certification pay will be paid the first payday in December. **In order to receive certification pay, police officers must complete a minimum of 20 hours of continued education, excluding mandatory department training. It is the employer's responsibility to ensure that ample training opportunities are available to the police officers.**

Pay for Performance

Beginning July 1, 2001 (or until the stipulations in paragraph 5 occur) in order for officers to progress to the next step (vertical step) and/or receive incentive pay for intermediate or advanced certificates, they must have received a satisfactory rating on their annual performance evaluation immediately preceding the date the raise would take effect. A satisfactory evaluation shall refer to the overall final score or rating. An officer need not necessarily receive a satisfactory score in every area covered in the evaluation as long as the composite reflects a satisfactory score. The evaluation format will be determined by the committee currently working on this process (which has equal representation from labor and management). All officers will have the opportunity for input into the process and training/orientation will take place prior to the final vote. Supervisors will be responsible for advising an officer at least 90 days prior to their anniversary date if their rating may reflect unsatisfactory performance. A plan will be developed for improvement. If a supervisor fails to advise an officer of their unsatisfactory performance, the raise will go into effect as if the employee had a satisfactory evaluation. If the officer achieves a satisfactory evaluation at the end of this 90 period, their raise will be implemented at that time. If an officer fails to achieve satisfactory performance at the end of the 90 day performance enhancement/reevaluation period they will not be eligible for a raise and progressive discipline will commence. Whenever satisfactory performance is achieved, the appropriate raise will begin or progressive discipline will continue. If at any time the bargaining unit feels that evaluations are being unfairly administered, they may, at their expense, retain an auditor

or monitor to assess the specific evaluation(s) they believe were unfairly administered in addition to the normal grievance process. The city shall turn over all relevant material to this independent auditor. The city agrees that all commanders will receive a minimum of 40 hours of training in evaluating employees and related matters and the pay for performance aspect of the contract will not be implemented until such training has been completed.

Note: Pay for performance does not apply to horizontal steps that occur on July of each contract year.

Specialty Pay: All personnel who are assigned by the Chief of Police special duties to include: Bike Officers Motorcycle Officers, FTO, Detectives, Hostage Negotiators, Firearms/Range Officers and Active Instructors SWAT team members, Bomb Squad members **and School Resource Officers (SROs)** will receive \$150 per specialty. If an officer is assigned more than one specialty, that officer receives no more than \$150 per contract year