

CITY OF BOISE

AND

LOCAL NO. 486

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

COLLECTIVE LABOR AGREEMENT

October 1, 2022

through

September 30, 2024

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AGREEMENT made this 14th day of February 2023 between THE CITY of BOISE CITY, a municipal corporation of Idaho, hereinafter referred to as BOISE CITY, and LOCAL NO. 486 OF INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (I.B.P.O.), hereinafter referred to as UNION.

**SECTION 1. PREAMBLE**

BOISE CITY and UNION have reached agreement with respect to wages, hours, and certain working conditions pertaining to the members employed by BOISE CITY in various capacities.

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

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

**SECTION 2. SCOPE**

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

WHEREAS, BOISE CITY and representatives of UNION have negotiated in good faith and in a timely fashion to resolve and mutually agree upon wages, rates of pay, working conditions, and all other terms and conditions of employment.

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

**SECTION 3. GENERAL PROVISIONS**

A. Term.

This Agreement shall become effective October 1, 2022, and shall remain in full force and effect through September 30, 2024. In the event a new contract is not negotiated by September 30, 2024, this Agreement shall continue in effect on a week-by-week basis until a new Agreement is executed for a successive period. Negotiations on a new contract shall begin within fifteen (15) days after either UNION or BOISE CITY serves notice upon the other that it wishes to commence negotiations. All provisions of this Agreement will remain in effect, unless otherwise mutually agreed by the parties. BOISE CITY and UNION agree each party shall consent to request Federal Mediation after sixty (60) days from the date of initial termination of this Agreement regardless of any weekly renewals after the initial Agreement terminates.

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

in that predecessor Agreement. The parties may agree to modify the timeline for mediation upon mutual agreement.

B. Definitions.

As referred to in this contract, the singular always includes the plural and the masculine always includes the feminine.

Base pay schedule (see Appendix A) contains negotiated base pay rates. When pay calculations are dependent upon base pay, base pay shall equal the base amount identified in Appendix A.

Appendix A does not include contractual rate differentials, incentives, and adjustments included in a member's composite hourly and composite overtime-hourly pay.

Hourly base pay is exclusive of POST certificate, incentive pay, and shift differentials.

Certificate pay is defined as additional pay for members who hold an Idaho POST Intermediate, Advanced, Master, or Supervisor certificate. Certificate pay is available to all officers and sergeants, regardless of their current assignment. POST certificate requirements are regulated by Idaho POST IDAPA rules.

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

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

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

Incentive pay is defined as a percentage increase given to incentivize certain specialty positions such as detectives, field training officers (FTOs), etc.

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

A grievance shall mean a complaint by one or more members involving the

interpretation, application of this Agreement, or written policies and rules of the Police Department, that apply to a working condition or disciplinary action.

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

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

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

C. Application.

This Agreement shall apply to, and the benefits thereof shall apply to all sworn police officers of the Police Department listed in Appendix A of this Agreement, except that the position of Probationary Officer is specifically limited as described in this Agreement.

D. Rules and Regulations.

In the event of an inconsistency between the terms and conditions of this Agreement and the Police Department rules and regulations, the terms and conditions of this Agreement shall prevail.

E. Discrimination.

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

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

F. Residency.

Residency within the corporate limits of BOISE CITY shall not be a condition of employment or continued employment. However, if non-residency creates a situation, circumstance, or problem affecting the operating efficiency and capability of the Police Department, the member will be required to correct such situation, circumstance or problem.

G. UNION Business/Dues Deduction.

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

(2) Upon forms provided by BOISE CITY and upon written approval of the individual member, BOISE CITY will honor individual authorization for the deduction of UNION dues in the amount stated by the member from the member's payroll. For withholding purposes, the general dues structure will be changed no more than once during the fiscal year (October 1 to



September 30). A member may withdraw his or her dues deduction authorization, but only after giving a thirty (30) day notice of intent to both UNION and BOISE CITY. Such withdrawal shall not take effect until the payday following the thirty (30) day notice of intent period.

H. Strikes.

Upon the consummation and during the term of this Agreement, no member covered by this Agreement shall strike or recognize a picket line of any labor organization while in the performance of the member's official duty.

I. Prevailing Rights.

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

J. Management Rights.

BOISE CITY shall retain the exclusive right:

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

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

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

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

circumstances, management will consult with UNION leadership when considering significant adjustments to schedules prior to implementation.

K. Construction.

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

L. Savings Clause.

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

**SECTION 4. COMPENSATION**

A. Pay.

Base pay for all members shall be fixed and set forth in Appendix A, attached hereto and incorporated herein by attachment. Base pay shall increase retroactively effective October 1, 2022, by seven percent (7%). Base pay shall increase October 1, 2023, by six percent (6%).

B. Major Equipment Purchases.

Each member shall receive three hundred and fifty dollars (\$350) each year of this agreement for the purpose of purchasing major equipment used in the performance of his duties. This payment shall be made on the second paycheck of November each year.

C. Miscellaneous.

(a) Members must meet the minimum qualifications for each level in Appendix

A. These pay increases will be applied effective the first day of the pay period in which the anniversary occurs.

(b) All pay rates included within Appendix A shall be in addition to any shift differential and incentive pay amount earned as a result of shift adjustment and specialty assignment as described in this Agreement. Both the incentive pay and the shift differential shall be calculated separately as a percentage of base rate. A shift differential may compound with Sergeant administrative duty pay

D. Lateral Officers.

Effective upon ratification of the contract, lateral officers hired by BOISE CITY will be given half-time credit for years of service as a police officer with a maximum start of PO 7 (i.e., 14 years of service = 7 years or PO 7). However, the Chief or his/her designee can give credit for up to five (5) additional years at their discretion. When recruitment strategies and/or priorities are identified which may lead to offering additional credit for lateral years of service, the Chief or his/her designee will advise UNION leadership of particular skills or attributes being sought.

(1) Civilian Positions.

(a) BOISE CITY may utilize a 13:1 ratio of Sworn Officers to civilian Community Service Officer (CSO) positions to perform routine duties customarily performed by sworn officers. Such duties may include but are not limited to handling of reports, crime scene investigations, investigative follow-up, found property, abandoned vehicles, or other low risk/low priority calls, etc. This agreement does not prevent BOISE CITY from adding additional civilian positions which are not currently held by sworn officers and not customarily performed by sworn officers. The Union agrees BOISE CITY may round up to the nearest whole number when calculating this figure.

(b) Commissioned Duties. Commissioned Police Officers exclusively shall be assigned: Arson, Auto Theft, Bike Patrol, EOD Canine Handler, Boise State University Officers, Canine Handler, Checks & Fraud, Child Abuse, Clandestine Lab, Commercial Vehicle Enforcement, Community Oriented Policing, Computer Forensics, Gang Intelligence Officer, Night STEP, SRO, STEP, Criminal Intelligence Officer, Crime Scene Investigator, Crimes Against Persons, Crimes Against Property, Crisis Negotiation Expert, Crowd Intervention Team, Domestic Violence, Drug Recognition Expert, ESRO, Explosive Ordinance Detail, Field Training Officer, Motorcycle Patrol, Narcotics, Criminal Polygraph, and the Special Operations Unit. Such assignments or positions shall not be civilianized, except as defined in (a) above.

(c) POST Approved Training and POST Approved Training Courses. All training hours included on official POST Training Records except those hours representing converted college or academic credits will be included in the member's accrued total for the purpose of POST Certificate pay.

E. Overtime.

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

Compensatory time may be accrued in lieu of taking overtime pay and call back pay, if the member so agrees (except see Section 4.D.(2)). Compensatory time shall be accrued at the rate of one and one-half (1.5) times the hours worked. BOISE CITY agrees to allow the

compensatory time accrued to be taken by the member at the member's choosing, as long as that leave does not interfere with the staffing and operational requirements of the Police Department, and the time is requested at least seventy-two (72) hours in advance of time use.

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

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

Training shall be classified in one (1) of two (2) categories: mandatory or voluntary. Mandatory training shall be defined as that training a member is ordered to attend. Voluntary training shall be defined as that training a member is not ordered to attend. A member may be ordered to change his work schedule to attend mandatory in-service training without being compensated at an overtime rate for said eight/ten (8/10) hour training block under the following conditions:

(a) The eight/ten (8/10) hour block of training is scheduled contiguously.

(b) No more than four (4) such eight/ten (8/10) hour blocks are mandated by BOISE CITY within a calendar year.

(c) Once per year, up to two (2) of these training dates may be scheduled on consecutive days.

(d) Members shall be compensated in the form of flex time for the hours spent attending said training.

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

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

(f) An officer who has missed mandatory paid training without valid excuse (i.e., duty related conflict) may be required to attend the makeup training on flex time for the first occurrence and up to a verbal reprimand. A second occurrence will result in the mandatory use of flex time and up to a written reprimand. A third occurrence will subject the member to discipline.

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

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

(1) Court Time.

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

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

(2) Court Preparation and Appearance.

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

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

(b) Late scheduling of court on member's day off. If a member is not notified at least forty-eight (48) hours before the court date of the trial or hearing, the member shall

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

(c) Cancellation of previously scheduled court date.

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

(3) Rates.

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

In no event shall a member be compensated at an overtime rate for time which they are regularly scheduled to work, but have taken leave (annual, comp, sick, work comp, etc.).

(Example: an officer regularly works Tues – Friday, 1400-2200 hrs. A member who takes Tuesday off (annual leave), but has a subpoena for a preliminary hearing starting at 1300 hrs.

The officer is canceled from having to appear 48 hours in advance or less. The officer is entitled



to one hour of court overtime pay (1300-1400) and two hours of regular pay (not overtime rate) (1400-1600 hrs), thereby only needing to use eight (8) hours annual leave on that day.)

(4) Failure to Appear When Notified or Subpoenaed.

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

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

(5) Civil Litigation/Administrative Hearings.

All civil and administrative notices to appear as witnesses, for cases, hearings, or motions, which are generated as a result of BOISE CITY employment shall be provided to the City Attorney's Office. Members in receipt of said notice will be entitled to a minimum of three (3) hours overtime when not canceled prior to forty-eight (48) hours of the scheduled appearance, provided BOISE CITY is aware of the notice.

(6) Grievance, Termination or Arbitration Hearing.

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

(7) Cancellation of Member's Obligation to Appear.

All notifications or subpoenas included for payment under this Agreement may be canceled by an electronic system. The member shall be deemed canceled in a timely manner

when a message is communicated by an authorized person at least forty-eight (48) hours prior to the scheduled court time.

G. Shift Differential.

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

H. Certification Pay.

Effective the first full pay period following ratification of the contract, members shall be eligible for compounding POST certification pay in the following amounts: \$25/month Intermediate; \$25/month Advanced; and \$25/month Master. A member with a Supervisor certificate will receive certification pay in the amount of \$50/month, which does not compound with other certification pay; however, if the member has both a Supervisor certificate and a Master certificate, the member shall receive \$75/month rather than \$50/month.

I. On-Call/Call-Out Pay.

Members assigned to on-call duty in the Arson, Crimes Against Persons, Crimes Against Property, Narcotics, Child Abuse, and School Resource Officer units shall be compensated at the rate of seven (7) hours pay per work week calculated on the composite hourly rate. Members required to respond to two (2) calls during the same work week of scheduled on-call duty shall receive an additional one (1) hour of pay (for a total of eight (8)) at the composite hourly rate. Members required to respond to three (3) or more calls during the same work week of scheduled on-call duty shall receive an additional two (2) hours of pay (for a total of ten (10)) at the

composite hourly rate. A minimum of five (5) persons shall be assigned on-call duty. Members in the Patrol Division who are called to duty from a scheduled day off shall be compensated a minimum of two (2) hours of overtime. If called in early for a regularly scheduled shift, members are entitled to overtime compensation in accordance with the amount of time between the time of the early call-in and the time their regular shift starts. Members who are on call and who are called out shall be compensated a minimum of four (4) hours of overtime.

J. Boise Police Officers 457 Deferred Compensation Plan.

(1) BOISE CITY will contribute six and two-tenths percent (6.2%) of the member's biweekly composite wage to the Boise Police Officers 457 Deferred Compensation Plan irrespective of the member's contribution.

(2) Contribution by BOISE CITY to Boise Police Officers 457 Deferred Compensation Plan shall cease should the members of the bargaining unit come under the Social Security system.

K. Miscellaneous Pay.

(1) Sergeant Administrative Duties.

All Sergeants shall be authorized two (2) hours of overtime pay per week to accomplish administrative duties. Members who receive this administrative pay will be expected to be reasonably available for calls during off-duty hours on their work phones. If an acting field commander backfills for a Sergeant, the administrative pay may be claimed in whole by either the acting field commander or the Sergeant or the hours may be split between the two. The acting field commander and the Sergeant cannot both claim the full administrative pay.

(2) Sergeants in the following units shall be authorized an additional one (1) hour of overtime pay per week to accomplish administrative duties: Narcotics Unit, Property Crimes

Unit and School Resource Officer Unit. The following units shall be authorized an additional two (2) hours of overtime pay per week to accomplish administrative duties: EOD (bomb squad), Special Operations Entry Unit, Special Operations Sniper Unit, Crisis Negotiation Team Unit, Special Victims Unit, Violent Crimes Unit. Only one Sergeant per unit is authorized the additional hours per week. No Sergeant shall receive more than four (4) hours of total administrative time pay.

(3) K9.

Officers performing K9 duties shall be entitled to one-half (.5) hour of pay per day, when not scheduled to work that day, in order to care for the K9. Such time must be actually spent and accounted for on the electronic pay system.

(4) Field Training Officer.

There will be up to 25 Field Training Officer positions that will be filled based upon the needs of BOISE CITY. Members who are selected to be Field Training Officers shall receive an incentive of five percent (5%) added to their base rate. This incentive shall remain in place as long as the member is a Field Training Officer. A Field Training Officer with a trainee for one full training phase during the course of a training class cycle shall be entitled to one (1) day of administrative time. A maximum of one (1) day of administrative time per training class cycle may be earned. A training class cycle is the training associated with one academy/group of newly hired officers. The City may temporarily assign a member to be a Field Training Officer for less than a full training cycle.

In addition to the above, effective the first full pay period following ratification of the contract, a member assigned as a Field Training Officer will receive an additional incentive of

five percent (5%) added to their base pay during the hours they are actively training a new officer. This additional incentive will automatically expire effective September 30, 2024.

(5) Detective.

Effective the first full pay period following ratification of the contract, all members assigned as a Detective shall receive an incentive of two and three-quarters percent (2.75%) added to their base pay. This incentive shall remain in place as long as the member is a Detective.

(6) Special Operations Unit Workout Time.

Active members of SOU (entry and sniper) who are required to take and pass the SOU prescribed physical fitness test (up to four (4) times a year) shall be entitled to accumulate up to 10 hours of straight time off (one hour of workout time = one hour of time off). These hours shall not be deemed to be hours worked under the Fair Labor Standards Act. The time off accumulated must be taken during the month earned and shall be subject to supervisor approval based on staffing levels. If a member is unable to take the time off during the month earned due to manpower issues it shall be taken the following month or lost. The City reserves the right to require tracking of the workout time. The obligation of the City to allow workout time and the corresponding time off will cease if the requirement to pass the prescribed physical fitness test ends.

**SECTION 5. EMPLOYEE BENEFITS**

A. Uniform Allowance/Cleaning.

(1) Uniform Allowance:

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

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

(2) Cleaning:

BOISE CITY will provide four hundred eighty dollars (\$480) per member per year to use toward cleaning services of their choice. The payment will be made on the second paycheck in November.

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

B. Paid Holidays:

(1) Columbus Day	October 10, 2022	October 9, 2023
(2) Veteran's Day	November 11, 2022	November 11, 2023
(3) Thanksgiving Day	November 24, 2022	November 23, 2023
(4) Christmas Day	December 25, 2022	December 25, 2023
(5) New Year's Day	January 1, 2023	January 1, 2024
(6) Martin Luther King Jr. Day	January 16, 2023	January 15, 2024
(7) President's Day	February 20, 2023	February 19, 2024
(8) Memorial Day	May 29, 2023	May 27, 2024
(9) Juneteenth	June 19, 2023	June 19, 2024
(10) Independence Day	July 4, 2023	July 4, 2024
(11) Labor Day	September 4, 2023	September 2, 2024

(12) In addition, members shall be entitled to any holiday (designated as such) approved by Congress.

Members who work on the above-listed holidays and Easter Sunday will receive compensation at the rate of time and one-half (1.5) for hours they are regularly scheduled to work that day. Holiday pay shall apply for those shifts beginning after 0001 hours on the date of the holiday. Holiday compensation may be applied as pay or compensatory time.

C. Vacation Leave.

Members shall accrue vacation leave in accordance with the following schedule and requirements:

Years of Employment	Vacation Leave Accrual	Maximum Accumulation
Less than 5 years	4.62 hrs. per pay period	144 hours
5 years but less than 10 years	5.54 hrs. per pay period	176 hours
10 years but less than 15 years	6.47 hrs. per pay period	216 hours
15 years but less than 20 years	7.39 hrs. per pay period	248 hours
20 years or more	8.31 hrs. per pay period	288 hours

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

D. Bereavement Leave.

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

- (1) Spouse of member;

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

E. Sick Leave.

“Sick leave” shall mean (1) personal illness, (2) personal injury, not arising in the course of employment, (3) illness of the member's immediate family, (4) quarantine, and (5) maternity (member or spouse). Members shall accrue eight (8) hours per month of sick leave. Effective the first full pay period following ratification of the contract, members shall accrue 4.62 hours per pay period of sick leave (i.e., ten hours per month).

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

F. Wellness Incentive Plan.

(1) A member who has accumulated sick leave at the time of his or her PERSI eligible retirement shall receive a contribution into their Health Reimbursement Arrangement (HRA-VEBA) in an amount equal to sixty percent (60%) of the first six hundred (600) hours of such accumulated sick leave and seventy-five percent (75%) of all accumulated sick leave in the excess of six hundred (600) hours. The cash value of such contribution will be calculated on the basis of the member's pay rate at the time of retirement. Effective the first full pay period following ratification of the contract, a member who has accumulated sick leave at the time of his or her PERSI eligible retirement shall receive a contribution into their Health Reimbursement Arrangement (HRA-VEBA) in an amount equal to seventy-five percent (75%) of all accumulated sick leave.



(2) On the last full pay period of December of each year, the City shall convert all hours in excess of six hundred (600) into a contribution in the member's HRA-VEBA. The credited rate of these hours shall be calculated at seventy-five percent (75%) of the member's base rate at the time of conversion.

G. Health Reimbursement Arrangement (HRA-VEBA).

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

(1) BOISE CITY shall contribute one percent (1%) of the member's annual base salary into their HRA-VEBA account in January of the year 2023 and one percent (1%) in year 2024. Refer to the MOA with the Police and Fire Health Trust reference to the BOISE CITY contribution towards the Rate Stabilization Fund.

(2) Effective the first full pay period following ratification of the contract, members shall contribute \$36/month toward their individual HRA-VEBA account. Effective October 1, 2023, the member contribution shall increase to \$72/month. The member contribution will be administered by the City.

(3) Class members whose HRA-VEBA balance at retirement is below the minimum standard shall convert hours from their accrued sick leave balance, accrued compensatory leave, and accrued vacation leave in that order in the amount necessary to meet the minimum funding standard or until such funds are exhausted.

#### H. Worker's Compensation.

In the event of an injury to a member incurred in the course of duty or employment and taken off work by an approved provider, BOISE CITY will provide wage loss recovery and pay the injured member their regular net pay rather than the statutory worker's compensation benefit amount pursuant to the provisions of Title 72 of the Idaho Code. The claim must be accepted as compensable by the third-party claims adjuster. The obligation of BOISE CITY to provide wage loss recovery shall cease when any of the following first occur:

- (1) Release by physician to return to regular full duty work; or
- (2) Appropriate modified duty work is offered by BOISE CITY upon release by a physician to return to work with restrictions; or
- (3) Maximum medical improvement is certified by a physician; or
- (4) Retirement pursuant to the provisions of Idaho Code; or
- (5) Separation from the City of Boise.

It is acknowledged that benefits receivable by an injured member pursuant to Worker's Compensation Law of Idaho are computed on a seven (7) day week without regard to Sundays, holidays, and working days.

#### I. Life Insurance Coverage.

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

- (a) Member's life insured at one (1) times the member's annual base salary;
- (b) Member's spouse life insured at \$5,000; and
- (c) Member's dependent children's lives each insured at \$2,500 for children over six (6) months of age; children under six (6) months of age are covered at \$500 each.

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

J. Disability.

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

K. Survivor's Benefit.

Should a member die while employed with the BOISE CITY Police Department, BOISE CITY agrees to pay to the spouse or dependent children of the deceased member, seven (7) bi-weekly pay periods pay at the member's composite bi-weekly rate as survivor's benefits. This survivor's benefit shall be in addition to any other benefit provided by BOISE CITY.

## **SECTION 6. WORKING CONDITIONS**

### **A. Hours of Work.**

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

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

### **B. Meal Breaks.**

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

### **C. Non-Departmental Assignments.**

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

D. Shifts/Shift Changes.

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

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

(3) Members assigned to C.I.D., T.E.D.D., and C.O.D. have a choice between a five (5) day, eight (8) hour per day work week or a four (4) day, ten (10) hour per day work week, if the shift is in the best interest of the department as determined by the Division Commander.

(4) Members shall choose their shifts, including days off, prior to each shift change according to seniority, with the most senior members having preference. However, the Chief of Police shall retain the right to assign a member to a shift not of his or her preference, based on a recommendation by the Division Commander, if the assignment is in the best interests of the Department.

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

(5) Member shift change times are made during the month of January, April 15 through May 15, and August 15 through September 15. However, the COD or CID Commander may allow members to change shifts less frequently if he or she find it to be in the best interests of the Department.

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

E. Working out of Classification.

A member, when circumstances warrant, shall accept the responsibility and carry out the duties of a position or rank, or succeeding positions or ranks, above that which he or she normally holds. In the absence of a regularly assigned supervisor, the supervisor will, with the approval of the Division Captain, select the member to fill the supervisor's position. First, consideration for the supervisor's position will be taken from members on the appropriate promotional list. Next consideration will be given to members with seniority, but not limited to seniority. Effective the first day of the pay period following signing, if any member does work out of classification, he or she shall be paid an additional ten dollars and eight cents (\$10.08) per hour when working as a Sergeant and nine dollars and forty-six cents (\$9.46) per hour when working as a Lieutenant. Effective October 1, 2023, if any member does work out of classification, he or she shall be paid an additional ten dollars and sixty-eight cents (\$10.68) per hour when working as a Sergeant and ten dollars and three cents (\$10.03) per hour when working as a Lieutenant. The above rates shall increase by the percentage of wage increases

provided for members in subsequent Agreements. There shall be no additional compensation for briefing preparation.

F. Seniority.

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

G. Firearms Training.

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

H. Safety Equipment.

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

BOISE CITY shall have no obligation to reimburse members for equipment on the Safety Equipment Items list which has been personally acquired by the members, but shall replace such equipment with department issued equipment as that equipment requires replacement as may be reasonably determined by the Chief of Police or designee.

## **SECTION 7. GRIEVANCES**

### **A. Intent.**

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

### **B. Election of Procedure.**

Nothing contained herein shall be construed to prevent any member from informally discussing a complaint with his or her immediate supervisor, or processing a grievance in his or her own behalf in accordance with the grievance procedures hereinafter set forth or the BOISE CITY Employee Problem Solving Process. The member may select only one (1) of the grievance procedures set forth below and must comply with all notice requirement and time limitations therein prescribed.

### **C. Definition.**

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

### **D. Time Limits.**

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



E. Procedure.

Nothing in this grievance procedure prevents the member and his or her immediate supervisor or Division Commander from resolving any grievable incident prior to the filing of a grievance. If the Grievant is satisfied through any step listed below, then the grievance is considered resolved.

(1) Within thirty-nine (39) calendar days of official notification of the event giving rise to a member's grievance, the member must process his or her grievance from Step One through the delivery of the written grievance to the Chief of Police as set forth in Step Two, as follows:

(a) Step One:

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

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

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

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

(v) The member, UNION representatives, and the Chief of Police (or a designated representative), are encouraged to settle any grievance or incident leading to a grievance at any time within a thirty-nine (39) calendar-day period.

(b) Step Two: If the grievance or incident leading to the grievance cannot be settled and the member or UNION representatives have submitted the grievance in writing to the Chief of Police within thirty-nine (39) calendar days as specified in Step One, the Chief of Police shall respond to the grievance in writing to UNION representatives within seven (7) calendar days of receiving written grievance. Failure of the Chief of Police to respond to the grievance in writing within the specified period will be considered a denial by the Chief of Police.

(c) Step Three:

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

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

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

their selection. Selections shall be made within thirty (30) days upon receipt of the respective lists. Lists shall be submitted within thirty (30) days of notification that new Hearing Officers are being selected.

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

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

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

(vii) The Hearing Officer shall make written findings of fact, conclusions of law, and an Order following the conclusion of the hearing, a copy of which shall be sent by mail to the Grievance Committee, the member, and the Chief of Police. The Hearing Officer may sustain, modify, or overturn a previous decision or penalty previously imposed. A decision by the Hearing Officer must be issued no later than forty-five (45) calendar days after the conclusion of the hearing. This forty-five (45) day time frame may be extended for additional thirty (30) day increments upon mutual written consent of the Grievance Committee and the Chief of Police. However, if these time frames are not adhered to by the Hearing

Officer, BOISE CITY shall terminate the Hearing Officer pursuant to the requirements of the BOISE CITY/Hearing Officer contract.

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

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

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

(ix) The Grievance Committee (or Grievant if not a UNION member) and Chief of Police may mutually agree to stipulate to skip Step Three of this grievance procedure and proceed directly to Step Four of this procedure. In order to utilize this provision, UNION (or Grievant if not a UNION member) shall have previously complied with the time requirement for filing intent to proceed to Step Three as mandated by this Agreement.

(x) The Grievant shall pay all fees and costs incurred in his or her representation. Nothing in this Agreement shall be construed as requiring or

obligating UNION to provide legal counsel to members who do not belong to UNION.

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

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

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

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

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

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

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

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

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

#### F. Disciplinary Action.

(1) Disciplinary action or corrective action which results in one or more days off without pay, a demotion, or a firing of a member shall be for just cause. Nothing in this Agreement shall affect currently assigned investigations, nor pending investigations, pending discipline, or corrective actions. Prior to an investigatory interview, BOISE CITY agrees to provide written notification to members of investigations or inquiries which could lead to disciplinary action.



(2) Any disciplinary suspension shall not be served until the completion of the grievance process, assuming it is invoked.

**POLICE GRIEVANCE PROCEDURE (See Appendix C for flow chart)**

EVENT

Member chooses one of the following procedures

BOISE CITY Problem Solving Process,  
or contract procedure

39 Days

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

7 Days

Chief of Police issues decision

10 Days

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

60 Days

Hearing or Mediation (UNION option)

45 Days

Decision or Complete Mediation

14 Days

Request Arbitration

No Time

Select Arbitrator

30 Days

Arbitration Hearing

30 Days

Decision

## **SECTION 8. SPECIAL CONDITIONS**

### **A. Filling of Vacant Position.**

In the case of a Sergeant vacancy, the Department will be allowed up to forty-five (45) days to fill that vacancy.

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

### **B. Reductions in Force.**

Nothing in this contract shall prohibit BOISE CITY from reducing personnel in the Police Department, but such reduction of members shall be affected in inverse order of seniority of employment and pursuant to any applicable state or federal law. Any member who is removed on this account shall be placed at the head of the eligible list. Rehiring shall be done in the reverse order of those laid off, with the most senior member being offered the first opportunity for re-employment conditional upon passing polygraph, background, medical, physical, and psychological testing to meet Department hiring standards. No new member shall be hired until the laid off members have been given the opportunity to return to work.

### **C. Meet and Confer.**

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

D. Drug-Free Workplace.

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

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

E. Personnel Files.

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

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

F. Use of Photograph.

No member shall be required, as a condition of employment, to consent to the use of his or her photograph as a public safety officer on the internet for any purpose if that officer

reasonably believes the disclosure may result in a threat of harassment, intimidation, or harm to that officer or his or her family.

G. Financial Disclosure/Right to Refuse/Exceptions.

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

H. Search of Locker.

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

I. Polygraph.

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

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

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

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

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

J. Scheduling Pilots.

Upon mutual agreement of BOISE CITY and UNION, the parties may alter the agreed upon schedule consisting of four/ten-hour contiguous days. The alternative schedules may be tested for effectiveness for a determined period not to exceed two (2) druthering processes. If the parties find an alternative schedule to be in the best interest of the citizens, Department, and members, the parties agree to enter into a memorandum of understanding.

## **SECTION 9. CIVIL SERVICE RULES**

### **A. Intent**

The Police Civil Service Rules are established to regulate the procedures and requirements for sworn Police Officer appointment, removal of appointment, probationary period, promotional process, transfers, resignation discipline, and returning to a former rank.

#### **1. Appointment.**

All appointees to places of employment within the Boise City Police Department as a Sworn Police Officer are subject to a period of probation that ends either six (6) months after completion of the Field Training Officer [FTO] program, or one (1) year from date of hire, whichever is the latter. During this probationary period such employee may be discharged for any reason.

#### **2. Removal of Appointment.**

After such probationary period, all employees shall be subject to this Collective Labor Agreement (CLA). Employees may be removed, discharged, suspended with or without pay, or deprived of vacation privileges or other special privileges after due process and just cause have found any of the following:

- a. Incompetency, inefficiency, inattention to or dereliction of duty.
- b. Dishonesty, immoral conduct, insubordination, or any other act of omission or commission tending to injury public service. Or any other will failure on the part of the employee to properly conduct themselves.
- c. Mental and physical unfitness for the position which the employee holds, or loss of any qualification requirements mandated by their position or employment.

d. Drunkenness, or use of intoxicating liquors, narcotics, or other habit-forming drugs that inhibit or interfere with an employee's ability to perform their duties, or functions of their position.

e. Conviction of a felony, or conviction of a misdemeanor involving moral turpitude.

f. Any other act or failure to act which in the judgement of the appointing authority shows the employee to be unsuitable and unfit for public service.

### 3. Promotional Process.

Persons selected for sworn Police Officer appointments to BOISE CITY Police Department shall be notified by the Chief of Police or their designee. All personnel accepting this employment position shall be classified as a Probationary Police Officers. Upon successful completion of their probationary period, Probationary Police Officers shall be automatically promoted to Police Officer. The Chief of Police or designee has the authority to place newly promoted Sergeants on a probationary status. Written documentation of the probationary status shall be provided to the new Sergeant and include the length of the probation and the minimum standards for completion of the probationary status. Sergeant probationary status does not make the members an "at will" employee and all privileges, protections and grievance rights granted by the CLA apply to probationary Sergeants.

The line of promotion shall be Probationary Officer to Police Officer, Police Officer to Sergeant, Sergeant to Lieutenant.

#### a. Sergeant Testing Process.

i. Sergeant testing shall occur on an as-needed basis as determined by the Chief of Police. The duration of the eligibility list will be specified with the announcement.



Officers with four (4) years of consecutive service at Boise Police Department are eligible to take the examination.

ii. The Chief of Police will notify the office of Police Personnel/Police Human Resources of the requirement to conduct a Sergeants promotional test. Personnel/Human Resources shall post an announcement of the qualifications and requirements necessary to compete for this promotional process. This announcement shall provide a job description, a description of the process, time, date, and place for the testing, as well as a list of reference or study materials needed for the test. The Chief of Police, through Human Resources, shall develop a procedure and a time limit by which examinees may review their exam results and the way challenges to questions or answers will occur. A process for resolving these challenges shall also be established and published at the time of posting. The Union will be afforded the ability to have a member of their choosing to audit the Sergeant promotional process.

iii. The Chief of Police shall appoint a committee to determine the matter and content of the test. This committee shall be determined by the Chief of Police but shall include at least two (2) Union members at the rank of Sergeant to be chosen by the Union.

iv. The examination process shall consist of three (3) components: a written examination, a practical examination, and an opportunity for peer/supervisor review and feedback. The examination process will include oral interviews, practical exercises, or other tasks as the committee deems necessary for a police supervisor. A minimum passing score will be determined at the time of announcement.

v. The Chief of Police may set a maximum number of candidates eligible to proceed in the process. If a maximum number is established, and two or more employees have the same score and are at the maximum number allowed the candidate with the most seniority [based on Ada number] within the tied group will continue through the process. For example, if fifteen (15) candidates are the maximum number allowed by the Chief and three (3) candidates have the exact same score or are tied at number fifteen (15) on the list, the most senior will take the position of fifteenth (15th) on the list, and the next most senior would take the position of sixteenth (16th) on the list.

vi. The written examination can include multiple choice questions, a fill-in the blank section, and/or a writing assignment. The written examination should be relevant to department policy, procedures, laws, case law, organizational goals, leadership, city policy, employment law, and the requirements of a police supervisor.

vii. When an examination is announced, the committee will recommend the testing components and scoring weight to the Chief or designee.

viii. Candidates shall be provided an opportunity to review their test and scores if desired. Candidates are required to notify Police Human resources to make those arrangements per the established timeline and process. Candidates who wish to challenge any portion must notify Police Human Resources per the established process. During the review process, evaluators and/or graders names may be redacted.

ix. The ranking of candidates shall be established on an eligibility list based on the highest score. In the event two candidates have the exact same score, the most senior candidate [determined by Ada number] shall be placed higher on the list than the candidate with the same score. A list of the top three candidates will be sent to the Chief

of Police for promotional consideration. The remaining eligibility list shall be established and maintained for the specified duration.

x. The Chief shall fill each vacancy individually and independently from each other if there is more than one (1) vacancy existing at the time. For example, the Chief shall select from the number one (1), number two (2), or number three (3) ranked candidates promotional list for the first vacancy. If a second vacancy exists, he must choose from the remaining two (2) candidates from the first vacancy and the number four (4) ranked candidate on the eligibility list.

xi. When Police Personnel/Police Human Resources receives a request from the Chief of Police for the names of candidates ranked on the Sergeant's eligibility list for promotion, they shall certify the names and the records of the three (3) candidates who have the highest rating and who are eligible to fill such vacancy.

xii. A candidate's name may be removed from the eligibility list if they request removal in writing to Human Resources, decline the offer of promotion, are no longer employed by the Boise Police Department, are under a work agreement due to performance issues, or are under investigation for allegations which if substantiated would lead to the candidate's termination of employment or a substantial documented work performance issue which prevents their ability to supervise. If exonerated, the candidate will be returned to their original position on the eligibility list.

xiii. The Chief shall have the right to bypass candidates on the list no more than three (3) times. If a candidate is bypassed on the third time, it shall be for documented just cause. A written explanation shall be provided to the candidate as well as a written

performance improvement plan. The candidate will then be removed from the eligibility list.

xiv. No person shall be promoted from an expired eligibility list.

b. Lieutenant Promotional Process.

i. Sergeants are eligible to compete for promotions to Lieutenant and will be evaluated in the same manner as external candidates. The Chief may elect to conduct a simultaneous test between Boise Police eligible Sergeants and external candidates. The Police Department shall select successful internal candidates first and must exhaust the internal candidate list prior to filling any vacancies that exist. If the Chief conducts a test that includes external candidates, the testing process shall be open to Boise Police Officers with six (6) years consecutive Boise Police service to compete with the external candidates. The Union will be afforded the ability to have a member of their choosing to audit the Lieutenant promotional process.

4. Transfers.

A transfer is the assigning or removing of assignment for Sworn Officers and Sergeants within the Boise Police Department. Transfers may occur based on the needs of the Department as decided by the Chief of Police or designee.

a. Voluntary Transfer.

When an existing skill area or position becomes vacant or available, the Chief of Police shall notify Police Personnel/Human Resources. The position opening will be posted to include the job description, duties, and qualifications for such assignment as determined by the Chief of Police or designee. Police Personnel/ Human Resources will post the process, date, time, length of eligibility list, and any material needed for preparation for this process.

i. The testing and selection process will be determined by the Chief of Police or his/her designee. Candidates will be able to review and receive feedback on their scores and performance from this process.

ii. An eligibility list will be established based on the performance of the candidates in the testing process and thus establish an eligibility list. The Chief may use his discretion to choose from the highest three ranked candidates on the eligibility list.

b. Involuntary Transfer.

An involuntary transfer is a permanent transfer or re-assignment of an Officer or Sergeant from their current position without a transfer request from the Officer/Sergeant. The chief of Police shall have the authority to make involuntary transfers if the following are met.

i. If the Chief of Police determines the position is no longer needed, if there is a reduction in workforce, for staffing shortages, or as part of a documented discipline for just cause as defined by policy arising from a sustained complaint.

- If the involuntary transfer for staffing shortages occurs in the Criminal Investigations Division or Community Outreach Division, the member with the least amount of consecutive time in this assignment will be transferred before members with more time in the same assignment. In the Patrol Division, the member with the least departmental seniority based on Ada number shall be the person transferred.

- An involuntary transfer based on the elimination of a position or reduction in workforce shall also be handled in the above manner.

ii. If the employee's documented work performance fails to meet the written minimum standards provided to the employee after receiving necessary training for this position, or if the

employee refuses to perform the assigned duties, or the transfer is in the best interest of the department.

c. Transfer to Temporary Assignment.

The Chief of Police or designee shall have the authority to make temporary assignments as deemed necessary. Such temporary assignments shall not exceed one-hundred and eighty days (180) without review and approval from the Chief or designee. Upon transfer to a temporary assignment, the Officer or Sergeant shall be apprised of the duration of this temporary assignment, job expectations, duties, and responsibilities.

At the end of the assignment, the Chief of Police or designee shall review the need of this assignment and have the authority to conclude or continue such assignment. The person holding this position shall be notified of the Chief's assessment. If the position is deemed necessary, the Chief of Police may open the position for the voluntary transfer process. However, the member assigned to the temporary assignment shall not be replaced by another member for the same temporary assignment unless the member elects to leave the position or are not meeting the standards set through the involuntary transfer process.

d. Return to Former Rank.

A person currently holding the position of Sergeant within the Boise Police Department may request to return to their former rank. An employee making this request shall do so in writing to the Chief of Police. The request will contain the reason for returning, the date of their promotion, and the date of desired return to their former rank. The Chief of Police shall have the discretion to accept or deny the request. The Chief of Police within 30 days of receipt shall respond to the request in writing. If the request is granted, the Chief shall have the authority to determine the return date.

5. Discipline.

No member of the Boise Police Department shall be subject to being disciplined by the Department twice for the same incident of alleged misconduct, unless the Department becomes aware of new information that was not available at the time the original discipline was imposed. This does not preclude the City from administering progressive discipline in accordance with City policy. Furthermore, after receiving authorized discipline for an alleged misconduct, no employee shall be subject to additional punitive or discriminatory treatment in retaliation for the misconduct. The City reserves the right to consider an employee's disciplinary history as part of the promotional process

6. Criminal Investigation.

Whenever a member is the subject of a pending criminal investigation or prosecution, the Chief of Police has the discretion to place the member on administrative leave with pay until the matter is resolved, allow the member to remain in their regular duty assignment pending the resolution of the matter, place the member on a limited duty assignment pending the resolution.

7. Resignation.

Any member may submit their resignation from employment from the Boise Police Department [City of Boise] in lieu of the proposed termination. However, the acceptance of such resignation in lieu of termination is at the discretion of the Chief of Police.

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

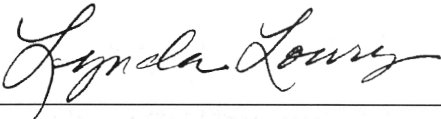
DATED this 14th day of February 2023.

CITY OF BOISE



MAYOR LAUREN MCLEAN

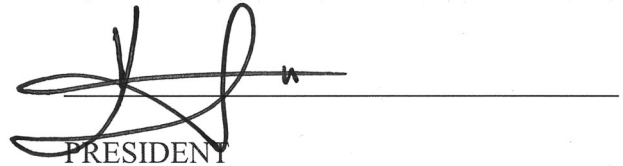
ATTEST:



CITY CLERK LYNDA LOWRY



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



PRESIDENT



## APPENDIX A – Pay

PAY GRADE	10/01/2022 (7%) Hourly	10/01/2023 (6%) Hourly
Sergeant-20	\$56.92	\$60.34
Sergeant-15	\$54.77	\$58.06
Sergeant-10	\$53.34	\$56.54
Sergeant	\$52.61	\$55.77
PO-20 Corporal	\$51.29	\$54.37
PO-15 Corporal	\$48.05	\$50.93
PO-10	\$45.59	\$48.33
PO-7	\$43.84	\$46.47
PO-5	\$41.63	\$44.13
PO-3	\$36.52	\$38.71
PO-1	\$31.39	\$33.27
PO	\$28.85	\$30.58

*\*Step progression requires active compliance with BPD training standards.*

### Conversion to New Pay Grades

Current Pay Grade	Crosswalk to New Pay Grade
PO-20 Corporal, LPO-20 Corporal, NPO-20 Corporal	PO-20 Corporal
PO-15 Corporal, LPO-15 Corporal, NPO-15 Corporal	PO-15 Corporal
PO-10, LPO-10, NPO-10	PO-10
LPO-7, NPO-7, PO-5 (already in the start of 8 <sup>th</sup> year at BPD)	PO-7
PO-5 (less than start of 8 <sup>th</sup> year), LPO-5, NPO-5, LPO-3	PO-5
PO-3, NPO-3, LPO	PO-3
NPO-1	PO-1
PO	PO

PAY GRADE POSITION	QUALIFICATION
Sergeant-20	A Sergeant with 20 or more consecutive years of BPD service. Start of 21 <sup>st</sup> year.
Sergeant-15	A Sergeant with 15 or more consecutive years of BPD service. Start of 16 <sup>th</sup> year.
Sergeant-10	A Sergeant with 10 years of service at BPD. Start of 11 <sup>th</sup> year.
Sergeant	Upon date of promotion to Sergeant.
PO-20 Corporal	A PO-15 Corporal with 5 years in pay grade. Start of 6 <sup>th</sup> year in pay grade.
PO-15 Corporal	A PO-10 officer with 5 years in pay grade. Start of 16 <sup>th</sup> year of BPD service.
PO-10	A PO-7 officer with 3 years in pay grade. Start of 11 <sup>th</sup> year of BPD service. <b>Or</b> A PO-7 lateral officer with 3 years in pay grade. Start of 4 <sup>th</sup> year of BPD service.
PO-7	A PO-5 officer with 2 years in pay grade. Start of 8 <sup>th</sup> year of BPD service. <b>Or</b> A PO-5 lateral officer with 2 years in pay grade. Start of 3 <sup>rd</sup> year of BPD service. <b>Or</b> A lateral officer hired with more than 14 years of recognized external experience.
PO-5	A PO-3 officer with 2 years in pay grade. Start of 6 <sup>th</sup> year of BPD service. <b>Or</b> A PO-3 lateral officer with 2 years in pay grade. Start of 3 <sup>rd</sup> year of BPD service. <b>Or</b> A lateral officer hired with more than 10 years of recognized external experience.
PO-3	A non-lateral officer with 3 years in pay grade. Start of 4 <sup>th</sup> year of BPD service. <b>Or</b> A PO-1 lateral officer with 2 years in pay grade. Start of 3 <sup>rd</sup> year of BPD service. <b>Or</b> A lateral officer hired with more than 6 years of recognized external experience.
PO-1	A non-lateral officer who has successfully completed probation. <b>Or</b> A lateral officer hired with more than 2 years of recognized external experience.
PO	A non-lateral officer on probation.

*\*Years of service is defined as—2 years of service is the completion of second (2<sup>nd</sup>) year of service or start of third (3<sup>rd</sup>) year [i.e., 2 years + day].*

## APPENDIX B – HRA-VEBA Minimum Funding Standard

HRA-VEBA Minimum Funding Standard:

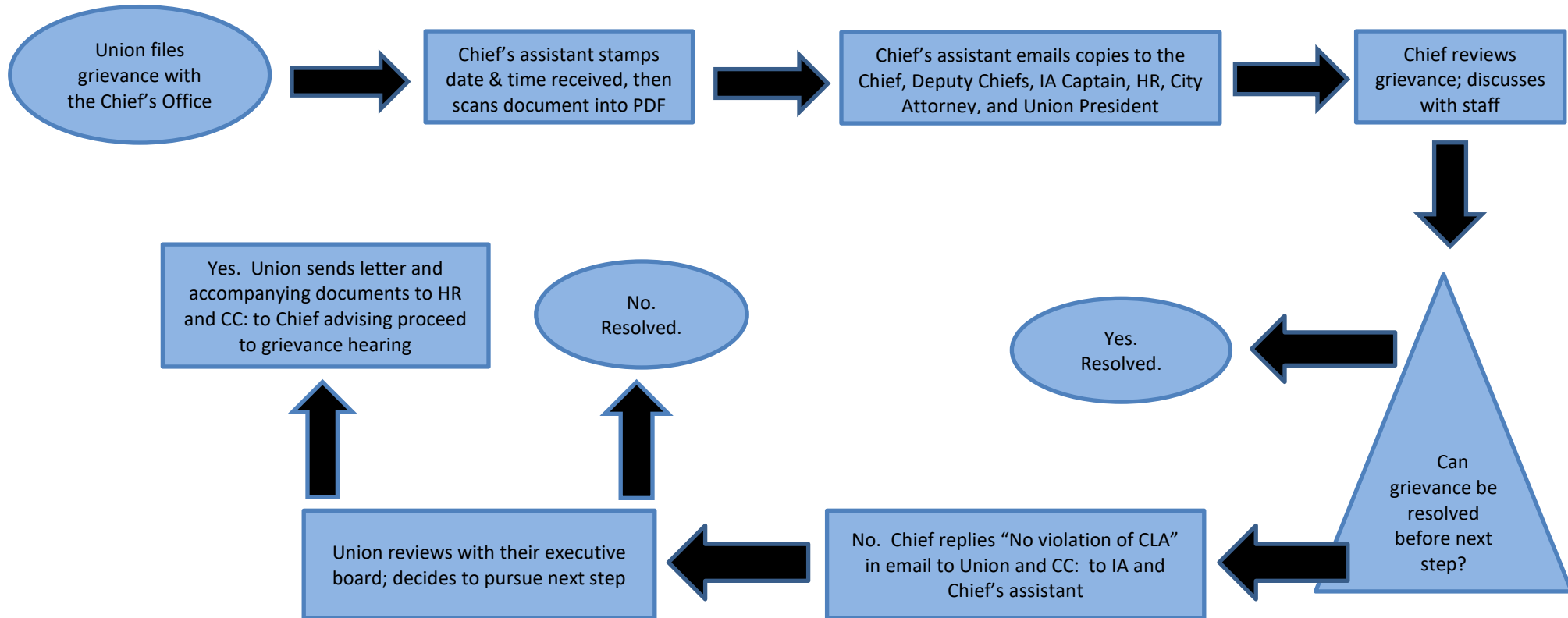
Contract Year 1 - \$218,997

Contract Year 2 - \$227,757

Based on estimated employee cost for family coverage: \$1,200.00/month x 12 months x 13 years with four percent (4%) increase allowed per year.

APPENDIX C – Grievance Process Flowchart

# Grievance Process Flowchart



## APPENDIX D – Department-Issued Safety Equipment Items

### Department-Issued Safety Equipment Items

Soft body armor and choice of trauma plate

Semi-automatic handgun

Duty belt

Ammo pouch

Holster

PR-24 or other department-approved baton

PRR-24 Ring

Belt keepers (4)

Handcuffs (2) – 1 hinged, 1 chain

Handcuff cases (2)

Hobble

Flashlight

Ammo magazines (3)

Taser

Taser holster

OC spray

Handheld radio holster

Motorcycle helmet – officers assigned to motors unit

Bike helmet – officers assigned to bike unit or duty

4891-9472-8988, v. 1

