

Collective Bargaining Agreement

October 1, 2022 → September 30, 2025



City of
Coeur d'Alene



Police
Association

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CITY OF COEUR D’ALENE

and the

COEUR D’ALENE POLICE ASSOCIATION

PREAMBLE

This Agreement is made and entered into this **4th day of October, 2022**, by and between the **City of Coeur d’Alene**, hereinafter known as the **City**, and the **Coeur d’Alene Police Association**, hereinafter known as the **Association**. The terms and conditions of the Agreement shall be applicable to all represented employees for a term commencing **October 1, 2022, and ending September 30, 2025**, except as specifically provided hereinafter; PROVIDED, HOWEVER, that this Agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto.

ARTICLE 1
RECOGNITION

SECTION 1. The City recognizes the Association as the sole and exclusive bargaining representative for all benefited full-time and part-time employees in Employee Unit 1, as defined by Municipal Code Section 2.62.040A, subject to the provisions of Sections 2.62.050, 2.62.060 and 2.62.070. Classifications included in Employee Unit 1, effective October 1, 2022, are as follows:

Classification Titles (Sworn-Officers)

- Lieutenant
- Sergeant
- Police Officer
- Police Officer Recruit

Classification Titles (Non-Sworn)	Grade
IT Systems Analyst Coordinator	15
IT Applications Analyst	11
Records Supervisor	12
Crime Analyst-Intervention Specialist	12
Executive Assistant	11
Civilian Investigative Specialist	11
Code Enforcement Officer	11
Property Evidence Specialist	11
Crime Victim Advocate	10
Fleet Management & Supply Specialist	10
Administrative Assistant	10
Animal Control Officer	10
Records Specialist	9

(non-sworn positions are leveled within the City-wide Pay Scale)

SECTION 2. The City and the Association shall bargain in good faith pursuant to the provisions of Coeur d'Alene Municipal Code Section 2.62.080 and agree to be bound by the same.

ARTICLE 2
NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate in any way against any City employee or applicant for City employment due to race, color, religion, gender, age, disability, sexual orientation, gender identity, veteran status, national origin or any other applicable legally protected status.

ARTICLE 3
MAINTENANCE OF BENEFITS

Unless otherwise specifically changed or modified by this Agreement, prevailing benefits existing from previous written agreements, between the parties and approved by the Council shall be maintained at current levels.

ARTICLE 4
RULES AND REGULATIONS

SECTION 1. Except where the rules, regulations and procedures are amended herein, it is agreed that all employees shall comply fully with the City Personnel Rules and all departmental rules, regulations, and operating procedures.

SECTION 2. The City shall inform the Association of any proposed changes to the City Personnel Rules and Regulations at least ten (10) working days prior to consideration of such rule changes.

ARTICLE 5
ASSOCIATION BUSINESS

Police Department employees represented by the Association elected or appointed to Association offices shall be granted time off as specified herein with pay to perform their Association functions. Reasonable notice shall be given when requesting time off to perform Association functions; such notice shall be at least five (5) calendar days whenever possible. The City agrees to allow paid time off for this purpose up to a maximum of 200 total hours per fiscal year, with the exception of representation for internal investigations or during a bargaining year. During a bargaining year, the City agrees to allow paid time off for bargaining purposes up to a maximum of 500 hours. It is agreed that this benefit shall not be used if minimum-staffing requirements for the Department can't be maintained. All time off under this benefit must be approved in advance by the Association President as well as the Chief of Police. A tracking system shall be established and maintained which meets the approval of the Chief of Police.

ARTICLE 6
MANAGEMENT RIGHTS

The rights of the City include but are not limited to the right to manage the affairs of the City and to direct its working forces, the right to transfer personnel to meet the needs of the Department, the right to set standards of service and staffing levels, the right to hire and determine the procedures and standards for testing for and selection for employment and promotion, the right to discipline or discharge for proper cause, the right to lay-off for lack of work or funds, the right to make rules and regulations governing conduct, the right to subcontract work (when it is not feasible or economical for the City employees to perform such work), together with the right to determine the methods, processes and manner of performing work, except to the extent that these rights have been specifically abrogated by the terms of this Agreement. The City, in exercising these functions, will not discriminate against any employee because of his or her membership in the Association.

ARTICLE 7
GRIEVANCE AND PERSONNEL INVESTIGATION PROCEDURE

SECTION 1. It is agreed that any grievances arising from the administration of this Agreement shall be processed utilizing the City's grievance procedure, Personnel Rule 16, which is adopted herein by reference.

SECTION 2. Personnel and Internal investigations shall be conducted pursuant to Police Department policy. However, in the case of alleged misconduct involving harassment, discrimination, or retaliation, the Human Resources Director shall participate in the investigation pursuant to Personnel Rule 15. Otherwise, the Human Resources Director and the City Attorney may participate in any disciplinary proceeding arising from a personnel or internal investigation following completion of that investigation, including any pre-deprivation and pre-termination hearing.

ARTICLE 8
WAGES

SECTION 1. Cost of Living Increases: Effective October 1, 2022, the City will provide a Cost of Living Adjustment (COLA) increases according to the following schedule:

Sworn Officers:

1. October 1, 2022 - 8%
2. October 1, 2023 - 4.5%
3. October 1, 2024 - 2.5%

Non-sworn Members:

1. October 1, 2022 - 5%
2. October 1, 2023 - 2.5%
3. October 1, 2024 - 2.5%

ANNUAL REVIEW

The City and Association agree to meet and bargain in good faith to adjust the COLA increase in Section 1 above should the City be required to reduce personnel in order to have a balanced budget based on the projected revenues for that fiscal year. The request to meet shall be initiated by City Administration and based upon good faith information. Any revisions to the Agreement would be by mutual agreement and should the parties be unable to reach the same, the factfinding provision of Coeur d'Alene Municipal Code Section 2.62.080 would control a binding decision.

Additionally, an annual financial review discussion to be initiated by City Administration in July of each year of the contract whereby the parties will review the City's financial situation with a particular emphasis on what wage adjustments and medical cost increases can be funded based on the anticipated revenues, with and without tax levy increases. Any revisions to the contract would be by mutual agreement, and upon ratification by Association membership and the City Council.

SECTION 2. Sworn Officer Compensation Schedule (Appendix A): Notwithstanding any other provision of this Agreement, the parties agree that all full-time sworn employees shall be eligible for a service time increase based on the following schedule only if the employee receives an overall rating of "Average" or above on the performance evaluation.

1 Year	2 Years	3 Years	4 Years	5 Years
5% Increase	5% Increase	10% Increase	10% Increase	5.5% Increase or to maximum

Service time increases will occur as follows: five percent (5%) increase with average or above overall rating at 1 year; five (5%) percent increase with average or above overall rating at two years; ten percent (10%) increase with average or above overall rating at three years; ten percent (10%) increase with average or above overall rating at four years; five-and-a-half percent (5-½%) increase with average or above overall rating at five years or to maximum of classification. Approved increases will be based on an overall rating determined by the supervisor considering the various rating factors and giving appropriate weight to each factor.

If a service time increase is not approved at the time the employee is eligible, the employee's service time dates will be adjusted accordingly once employee is approved for the increase. Service time increases must be at least 12 months apart.

A newly hired officer who qualifies as a lateral hire shall receive compensation for previous experience with another law enforcement agency as follows:

1. The Program is open to individuals with previous sworn law enforcement experience with a state, county, or municipal law enforcement agency.

2. Each year of an individual's service with an agency of ninety (90) or more sworn members will equal one (1) year of service-eligible time with the Coeur d'Alene Police Department. Service time will be rounded to the nearest full year, with service time in excess of six (6) months being round up to the next full year.

3. Every two (2) years of service with an agency with fewer than ninety (90) sworn officers will equal one year of service-eligible time with the Coeur d'Alene Police Department. Service time will be rounded to the nearest full year. However, at the discretion of the Chief of Police, lateral officers from agencies with fewer than ninety (90) sworn officers may have service time applied at the 1:1 rate. The Chief of Police shall consider years of service, experience, certifications, training, and the like in exercising his/her discretion. Service time will be rounded to the nearest full year, with service time in excess of six (6) months being rounded up to the next full year. Rounding of service time shall not happen twice. For example, a lateral officer with five (5) years of service calculated at two-and-a-half (2-½) years equivalent service, then rounded down to two (2) years when applied to the pay scale-in this instance, any member with service time in excess of six (6) months shall be rounded up to the next full year in the pay scale.

4. The lateral officer service time calculations in paragraphs 2 and 3 above shall also be applied to all lateral officers hired prior to October 1, 2022, and any service adjustments made will be effective as of October 1, 2022.

5. The maximum amount of Coeur d'Alene Police Department service-eligible time for determining compensation for lateral officer service will be five (5) years.

6. After determining service-eligible time in paragraphs 2 and 3 above, the lateral hires starting pay will be applied in accordance with the sworn officer compensation schedule.

7. Lateral officers will receive an hourly wage equal to 5% above starting officer wages for every year of Coeur d'Alene Police Department service-eligible time, up to the maximum of 30%.

8. Lateral officers will proceed through the wage increase schedule as any other employee until maximum wage is reached.

9. Lateral officers will accrue vacation time consistent with their years of service-eligible time. Applicants with less than four (4) years of service-eligible time will accrue vacation at the minimum (8 hours of vacation per month). The maximum amount of Coeur d'Alene Police Department service-eligible time for determining lateral officer vacation time will be five (5) years.

SECTION 3: Sworn Officer Promotions: When promoted, employee will be placed at the minimum of the applicable rank (minimums are ten percent (10%) above the lower ranks maximum not including senior pay). Employee is eligible for a five percent (5%) increase after twelve (12) months with an overall average or above evaluation signed by the Chief of Police. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for five percent (5%) service time increases annually until employee reaches the maximum of the newly promoted rank.

Employees shall have the ability to purchase the badge associated with the rank they last held at the time of their promotion.

Employees who are promoted to the rank of Lieutenant agree to have their service assignments within the Department and the durations associated with the same delineated by the Chief of Police.

SECTION 4. Non-Sworn Compensation Schedule (Appendix B): Notwithstanding any other provision of this Agreement, the parties agree that all full-time employees shall be eligible for a service time increase based on the following schedule only if the employee has received an overall rating of “Average” or above on the performance evaluation. Approved increases will be based on an overall rating determined by the supervisor considering the various rating factors and giving appropriate weight to each factor.

1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
5% Increase	5% Increase	5% Increase	5% Increase	5% Increase	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase or to maximum

Service time increases will occur as follows: five percent (5%) increase with average or above overall rating at 1 year; five percent (5%) increase with average or above overall rating at two years; five percent (5%) increase with average or above overall rating at three years; five percent (5%) increase with average or above overall rating at four years; five percent (5%) increase with average or above overall rating at five years; two point five percent (2.5%) with average or above overall rating at six years; two point five percent (2.5%) increase with average or above overall rating at seven years; two point five percent (2.5%) with average or above overall rating at eight years; two point five percent (2.5%) increase with average or above overall rating at nine years or to maximum of classification.

If a service time increase is not approved at the time the employee is eligible, the employee’s service time dates will be adjusted accordingly once employee is approved for the increase. Service time increases must be at least twelve (12) months apart.

Based on the approved BDPA classification/compensation study, the below positions have been reallocated. However, employees currently in these classifications and hired prior to October 1, 2018, are grandfathered in at their current pay grade. When a vacancy occurs within a classification, the City will re-hire at the below listed updated pay grade.

Classifications reallocated to a lower pay grade are as follows:

- Crime Analysis/Intervention Specialist: Pay Grade 12
- Property Evidence Specialist: Pay Grade 11
- Civilian Investigative Specialist: Pay Grade 11
- Animal Control Officer: Pay Grade 10

SECTION 5: Non-Sworn Promotions: When promoted, the employee will receive an immediate ten percent (10%) increase based on their current wage and are eligible for a five percent (5%) increase or to the maximum wage of the classification, after twelve (12) months with an overall average or above evaluation signed by the Chief of Police. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for service time increases as outlined above in Article V, Section 4, until compensation equals service time.

For purposes of this section, the terms eligibility service time credit, years of service, and eligible service time, are defined as the total number of years employed full time by the City of Coeur d'Alene as a police department employee.

SECTION 6: Educational Increases: It is agreed that police department employees who earn degrees from accredited colleges shall be paid an additional amount based upon the following schedule.

- Associate degree: \$ 0.19/hour
- Bachelor's degree: \$ 0.37/hour
- Master's degree: \$ 0.47/hour

SECTION 7: Senior Pay/Specialty Assignment Increases: It is agreed that a sworn officer, in addition to their regular duties, agrees to train for and participate in, supervise and manage specialty assignments. With eligibility, the sworn officer will be eligible to receive a five percent (5%) increase after meeting and maintaining the following criteria provided, they are an active member not on probation or a performance improvement plan. Eligibility will also require past participation (regardless of rank) and/or management for Supervisors (of at least 12 consecutive months) in two of any of the specialties below. The method of tracking participation in the Senior Pay program is to be determined by the Chief of Police or designee.

Any officer who is selected to participate in a specialty assignment will be on a six (6) month probationary period. During the six-month probationary period and at any point of the assignment, removal of assignment will be at the discretion of the Chief of Police. Additionally, officers must maintain a minimum of average or above on all performance evaluations to remain eligible.

Employees who desire to participate in specialty assignments recognize that their primary duty is to serve the community as a law enforcement officer. Participation in specialties above and beyond an officer's primary duty is allowable at the discretion of the Chief of Police and may change depending upon the needs of the City and Department. Participation in a specialty assignment is not to be construed as creating a property right within the position held. Any member who is permitted to be selected to participate in a specialty assignment recognizes he/she may be removed from the assignment based upon performance issues, fit or the discretion of the Chief of Police or designee.

The sworn officer requesting eligibility shall provide the necessary documentation to the Chief of Police, or designee, for review to determine eligibility. The Chief of Police, or designee, shall forward the approval to Human Resources within ten (10) business days upon receipt of written

documentation from the officer, and the wage increase implementation shall be effective at the beginning of the following month following the Chief's approval date.

From the onset of eligibility for Police Officer, Sergeant and Lieutenant, all officers must continue to pass the physical fitness standard three (3) out of every five (5) years with a minimum of twelve (12) months between testing. Department will offer quarterly testing with a report generated by the Department and submitted to Human Resources.

A. Senior Police Officer:

1. Five (5) years of service as a City of Coeur d'Alene Police Officer (lateral program eligibility established from Section 2 above will count towards service time for lateral hires).
2. Intermediate P.O.S.T. Certification.
3. Passing score on the P.O.S.T. physical fitness standard in the initial year of eligibility.
4. Past participation (for 12 consecutive months) in two of the below specialty assignments.
5. Current member maintaining specialty position assignment for a minimum of 12 consecutive months before eligibility for any of the below specialty positions.

Specialty Positions:

- a. Detectives
- b. School Resource Officer (SRO)
- c. K-9 (assigned as a handler)
- d. FTO (instruct two officers per year)
- e. S.W.A.T. (assigned to the team in a fully deployable capacity)
- f. Special Intervention & Response (current membership does not meet requirement, only past or concurrent membership)
- g. Drug Recognition Expert (must maintain minimum number of evaluations to maintain certification)
- h. Motor Officer (must deploy on a motorcycle and have successfully completed training)
- i. Tactical Flight Officer (current member in good standing and instruct one flight per month during operating season)
- j. Honor Guard (must attend 75% of details)
- k. Public Information Officer
- l. Phlebotomy (must maintain minimum number of draws per State standard to maintain certification)
- m. Explorer Advisor (must assist with 12 events/trainings per year)
- n. P.O.S.T. Instructor (low liability – must conduct 12 hours of training per year)
- o. P.O.S.T. Instructor (high liability – must maintain certification)
- p. Crisis Negotiation Team (current member with attendance at 75% of callouts)
- q. Community Action Team (current member)
- r. Firearms Instructor (must maintain certification a required by P.O.S.T)

B. Senior Sergeant and Lieutenant:

1. Two (2) consecutive years in each rank as a City of Coeur d'Alene Sergeant and a City of Coeur d'Alene Lieutenant.
2. Intermediate or Supervisory P.O.S.T. Certification.

3. Passing score on the P.O.S.T. physical fitness standard in the initial year of eligibility.
4. Past participation (at any rank) and/or management (for 12 consecutive months) in two of the below specialty assignments.
5. Currently managing, supervising and participating for a minimum of 12 months in any of the following specialty positions.

Specialty Positions:

- a. Detectives
- b. School Resource Officer (SRO)
- c. K-9 (assigned as a handler)
- d. FTO (instruct two officers per year)
- e. S.W.A.T. (assigned to the team in a fully deployable capacity)
- f. Special Intervention & Response (membership alone does not meet requirement, must manage and supervise the team)
- g. Motor Officer (membership alone does not meet requirement, must manage and supervise the team)
- h. Honor Guard (must attend 75% of details)
- i. Community Action Team (current member)
- j. Firearms Instructor
- k. Other specialty positions may be approved by the Chief of Police and City Administrator on a case by case basis.

Additionally, the Sergeant and Lieutenant must currently participate in a minimum of twenty (20) hours per year in any of the following leadership activities:

LEADERSHIP LIST
Qualifying Community Support/Leadership Activities

- Membership and regular attendance in a Service Club (e.g., Kiwanis, Toastmasters, Rotary, etc.)
- Leadership of an accredited Youth Development (e.g., Boy/Girls Club, Boy/Girl Scouts, etc.)
- Elected member of the Coeur d'Alene Police Association Executive Board
- Board Membership or participation with a Community Agency (e.g., School Board, Cooperative Board, NIC)
- Other Leadership roles/activities requested in writing may be approved by the Chief of Police and City Administrator on a case by case basis.

In the event that a sworn officer receiving the senior pay receives a performance evaluation with an overall below average rating, the senior pay will be discontinued and only reinstated after an average overall or above performance evaluation is re-established and maintained for twelve (12) consecutive months. If an employee is placed on disciplinary probation, the senior level pay will be removed on the disciplinary probation effective date and only reinstated once an average or above performance evaluation is established at the end of disciplinary probation and maintained for an additional twelve (12) consecutive months after coming off of disciplinary probation. Eligibility for reinstatement is determined by the department and submitted to Human Resources for wage increase implementation using the first day of the beginning of the next pay period following the Chief's, or

his/her designee's, approval date. Assignment of staff and training approval is at the discretion of management and will continue to be based on current practice and available funding.

ARTICLE 9
SICK LEAVE

It is agreed that the sick leave policy, as contained in Rule 11, Section 4, of the Personnel Rules applies with the following additions:

- A. Employees with less than 720 hours accrued sick leave shall receive four (4) hours of vacation for each fiscal year quarter in which they did not use any sick leave.
- B. Upon reaching 720 hours of accrued sick leave, each employee shall select one of the following options for compensation of sick leave accrual:

Option One: Employees having accumulated 720 hours sick leave shall be paid for thirty-three and one-third percent (33 1/3%) of the excess leave forfeited on October 1 each year, and such payment shall be made in November. Rate of pay will be based on the employee's assignment on September 30th of the given year. Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.

Option Two: Employees selecting this option shall not receive any yearly pay back for accrued sick leave. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the separation of employment of an employee due to that employee's job being abolished or the death of the employee, he/she or their beneficiary shall be paid for 41% of the employee's accrued sick leave hours. For the purpose of computing compensation for accrued sick leave at retirement, sick leave shall be calculated as unlimited accrual.

- C. Once an employee has selected one of the above options, that selection may not be changed.
- D. No sick or vacation leave shall be accrued after sixty (60) consecutive calendar days of absence.
- E. Sick Leave may be authorized for use by the member or for the member to care for the member's "Immediate Family," which shall be defined as a parent, child, spouse, or cohabitating domestic partner (as verified by an approved affidavit), in the event of an injury, surgery, illness, or other allowable use under Section 4, Rule 11 of the Personnel Rules. "Child" is defined as the biological, adopted, foster, or stepchild, legal ward, or a child of an individual acting in the parent's stead who is under the age of eighteen (18) or who is a dependent under the Internal Revenue Code or related regulations.

ARTICLE 10
BEREAVEMENT LEAVE

SECTION 1. In the event of a death in the immediate family of any represented employee or a possibility thereof, up to 53.35 hours of paid leave of absence shall be granted to employees whose scheduled workday is 10 hours and 40 minutes at the time of death. All other represented employees shall be granted up to 40 hours of paid leave of absence. This equates to the maximum of five (5) scheduled work days and hours will be pro-rated for part-time employees

SECTION 2. “Immediate family” is defined as a spouse, cohabitating domestic partner (as verified by an affidavit in the form provided by Human Resources), child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either a spouse or cohabitating domestic partner. “Child” is defined as the biological, adopted, foster, or stepchild, legal ward, or a child of an individual acting in the parent’s stead who is under the age of eighteen (18) or who is a dependent under the Internal Revenue Code or related regulations.

SECTION 3. Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the employee requests in accordance with applicable Personnel Rules and leave policies. If an employee is on vacation or sick leave at the time bereavement occurs, bereavement leave shall be used and time off shall not be charged to vacation or sick leave until bereavement leave is exhausted.

ARTICLE 11
VACATION

It is agreed that the vacation leave policy as contained in Rule 11, Section 3, of the Personnel Rules applies, and is set forth in part as follows:

- First through third year of service: Eight (8) hours for each month of service.
- Fourth through fifth year of service: Twelve (12) hours for each month of service.
- Sixth through tenth year of service: Sixteen (16) hours for each month of service.
- After ten (10) or more years of service: Twenty (20) hours for each month of service.

A. The Maximum accumulation of vacation will not exceed three hundred sixty (360) hours. Any employee who has accumulated vacation leave in excess of this amount as of October 1 each year shall either:

1. Forfeit such excess accumulation if not used by the following January 15, unless otherwise specifically approved in writing by the Chief of Police and Human Resources Director; OR
2. If employee is unable to use all excess accumulation of three hundred sixty (360) hours by January 15, employee shall be eligible to receive a payment of eighty percent (80%) (up to a maximum of forty (40) unused vacation hours) which the

payout amount shall be placed into a tax-deferred investment vehicle chosen by the member. Members must use a minimum of two hundred (200) hours of vacation per calendar year to be eligible for payment and must provide Human Resources with applicable documentation to complete the tax-deferred contribution.

B. If an employee is on vacation and becomes ill, the employee may report in sick and claim sick leave for the days the employee is ill. An employee claiming sick leave while scheduled to be on vacation shall provide proof of illness for each of the days for which sick leave is taken. Vacation shall not be charged against that employee's accrued vacation time for the days taken as sick leave. Proof of illness shall be established by a written note from a medical professional. This article is not intended to prohibit an employee from using vacation time for an extended illness once the employee's sick leave has been exhausted.

C. No vacation leave shall be accrued after sixty (60) consecutive calendar days of absence.

ARTICLE 12 HOLIDAYS

SECTION 1. It is agreed that the holiday policy as contained in Rule 11, Section 10 of the Personnel Rules applies except as provided herein.

SECTION 2. All Association members shall receive 8 hours of holiday pay for each of the following holidays:

1. Veteran's Day
2. Thanksgiving Day
3. The day following Thanksgiving
4. December 24th
5. Christmas Day
6. New Year's Day
7. Martin Luther King, Jr. Day
8. President's Day
9. Memorial Day
10. Independence Day
11. Labor Day

If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed.

SECTION 3. It is agreed that all holiday pay for sworn officers whose scheduled workday is 10 hours and 40 minutes or assigned to the traffic unit shall be paid in one separate check on or before October 31, after the end of the fiscal year as an expense incurred in the prior fiscal years.

Such holiday pay shall be paid at double the employee's base hourly rate of pay for eighty-eight (88) hours whether or not the employee worked the holiday. Employees in a leave without pay status at the time of the holiday are not eligible for holiday pay.

SECTION 4. All sworn personnel subject to this Agreement who are assigned to a Division that is not scheduled for a 10 hour and 40 minute workday nor assigned to the traffic unit will have two options available for Holiday compensation.

One option will be chosen by the sworn officer upon assignment and will not change until assigned to a 10 hour and 40 minute workday, traffic unit or promotion within the Division. If no option is selected by that date, it will default to Option A and may not be changed while that employee is still assigned to the Division, unless the employee is promoted. At no time, regardless of option selected, shall an employee receive more than three and one half (3 ½) times their hourly pay for any given holiday.

Option A) Sworn personnel electing this option will receive the following specialty compensation in addition to their base wage.

- Investigation personnel: \$3.00 per hour;
- School Resource Officers: \$2.35 per hour.

The specialty compensation shall not be paid to employees on worker's compensation or employees on extended sick leave in excess of fifteen (15) days.

NOT SCHEDULED TO WORK THE HOLIDAY:

Personnel will take the observed holiday off and employee receive straight time pay for eight (8) hours (Holiday Not Worked).

If the observed holiday falls on a regularly scheduled workday, hours are recorded per the following example:

Observed holiday is on a Monday and Employee's Regular Schedule is ten (10) hours per day on Monday through Thursday, the time record will show:

- Eight (8) hours – Holiday Not Worked recorded on the observed holiday (Monday) + Two (2) hours – Either Regular hours (if the 2 hours are worked) or vacation/comp Leave* (if no hours are worked)
- Ten (10) hours – Tuesday through Thursday, Regular hours if worked or approved leave accordingly.

Result: Forty (40) hours total for the work week.

If the observed holiday falls on a regularly non-scheduled workday, to avoid overtime, the employee will be scheduled another day off within the same work period (Sunday through Saturday) and hours are recorded per the following example:

Observed holiday is on a Monday and Employee's Regular schedule is ten (10) hours per day on Tuesday through Friday. The employee is scheduled off on Tuesday. The time record will show:

- Eight (8) hours – Holiday Not Worked recorded on the observed holiday (Monday) +
- Two (2) hours – Either Regular hours (if the two hours are worked) or vacation/comp Leave* (if no hours are worked)
- No hours are recorded for Tuesday since it would be scheduled off

- Ten (10) hours – Wednesday through Friday, Regular hours if worked or approved leave accordingly.
Result: Forty (40) hours total for the work week.

Members may not change work schedules without approval from the division Captain during holiday weeks or in the week immediately before or after the observed holiday.

SCHEDULED IN ADVANCE TO WORK THE HOLIDAY (Receives Holiday pay in a separate check in lieu of holiday not worked in regular pay check):

If an employee is scheduled in advance to work on a holiday, they will receive Holiday Pay in a separate check per Section 3 at double the employee’s base hourly rate for up to eight hours for the holiday. Hours are recorded per the following examples:

Example 1: Employee’s Regular schedule is during the weekdays Monday through Friday and the actual holiday to be worked is on Saturday, but is observed on the prior Friday. The time record will show:

- No hours are recorded for the Friday observed holiday (Instead employee will be receiving Holiday pay per Section 3)
- Overtime paid on all hours worked on Saturday (non-scheduled day)

Example 2: Employee’s Regular schedule is ten (10) hours per day on Monday through Thursday and Monday is the observed holiday to be worked. The time record will show:

- No hours are recorded for Monday (Instead employee is receiving Holiday pay per Section 3 for Monday.)
- Straight time is paid for the first 10 hours worked and overtime is paid for any additional hours worked on Monday (scheduled work day)

Example 3: Employee’s Regular schedule is ten (10) hours per day on Tuesday through Friday and Monday is the observed holiday to be worked. The time record will show:

- No hours are recorded for Monday (Instead employee receives Holiday pay per Section 3 for Monday).
- Overtime paid on all hours worked on Monday (non-scheduled day)

The above examples are for illustrative purposes to demonstrate the methodology used based on the current work schedule and are not intended to prohibit alternative work schedules. In the event that an employee is assigned to an alternative work schedule the same methodology in determining how the holiday will be paid will be applied to that work schedule.

CALLED IN TO WORK ON A HOLIDAY DUE TO NECESSITY (Observed holiday or actual holiday that lands on the weekend):

The employee receives straight time pay for eight (8) hours (Holiday Not Worked) on the observed holiday plus double time for all hours actually worked on the observed or actual holiday.

The intent is that an employee electing this option will be paid holiday pay for eight hours per day for eleven holidays during one fiscal year, for a maximum of eighty-eight (88) hours for the fiscal. Employees that work a flexible schedule with a regular work day that is greater than eight (8) hours

may elect to either work or use accrued leave to make up the difference between the eight (8) hours pay received for a holiday and the established flexible work day.

Option B) Sworn personnel who choose this option will be compensated in the same manner as the sworn personnel in Section 3 and will receive holiday pay in a separate check per Section 3 at double the employee's base hourly rate for up to eight hours per holiday. Personnel will have the ability to flex their work schedule to have the observed holiday off, but shall work a 40-hour work week. The pay is not intended to hinder a vacation or comp-time leave request and the employee may request leave time off subject to their supervisor's approval.

SECTION 4. If a non-sworn member is scheduled in advance to work holidays, they shall be paid in the same pay period as the observed Holiday at double the employee's base rate of pay for a maximum of eight (8) hours. Any hours worked greater than eight (8) hours shall be paid at one-and-one-half times the hourly rate. Non-sworn members may be required to work the 4th of July.

Non-sworn members will take a holiday off if the holiday falls on a scheduled workday and receive straight time pay for eight (8) hours (Holiday Not Worked). Should the observed holiday fall on a non-scheduled day, the employee receives straight time pay for eight (8) hours (Holiday Not Worked) for the observed holiday and to avoid overtime, is scheduled another day off within the same work period (Sunday through Saturday).

It is agreed by both the Police Association and the City to continue in good faith to address the ongoing issues of the holiday pay method of compensation and management conditions in preparation for future negotiations.

ARTICLE 13
OVERTIME

SECTION 1. It is agreed that all overtime shall be paid at one-and-one-half times the hourly rate based on an established work period. All overtime requires supervisor approval prior to working overtime hours.

SECTION 2. Definitions:

A. Designated work period: The agreed upon work period for all full-time sworn police officers is based upon a twenty-eight (28) day work period and is an average of forty (40) hours per week. The FLSA work cycle shall be a 28-day cycle beginning October 1, 2018.

B. Work Schedule: The work schedules may be five days working-four days off, five days working-four days off, five days working-five days off; five (5), eight (8) hour days with two (2) consecutive days off; or four (4) ten (10) hour days with three (3) consecutive days off. The Chief of Police, or designee, will determine the work schedule to be worked based on the needs of the Department.

It is further agreed that employees who are scheduled to work two consecutive shifts when transferring from Graveyard to Day shift shall be paid at the appropriate overtime pay rate for the second shift.

C. Designated work week: All non-sworn full-time employees will work forty (40) hours per week with consecutive days off. Alternative work schedules shall be based upon a forty (40) hour work period and may consist of more than eight (8) hours per day.

The designated work week shall consist of seven consecutive days beginning on Sunday and ending on Saturday at midnight. Any additional hours in a work week shall require the supervisor's approval and will be overtime.

SECTION 3. It is agreed that when an employee is required to report to work on a regularly scheduled day off or when off-duty on a scheduled work day a minimum of three hours pay at overtime/comp time rates shall be paid. However, if the employee is called out within three (3) hours of their regular start time, only the time worked up to the start time will be paid at an overtime rate. Example: The employee is called out at 5 a.m. and the regular start time is 7 a.m., only two (2) hours of overtime will be paid.

SECTION 4. With Management approval, employees may receive compensatory (comp) time off in lieu of overtime at a rate of time and one-half for each hour of overtime worked. Employees may not accrue more than 240 hours of comp time, except sworn officers who shall not accrue more than 480 hours of comp time. All hours of comp time worked beyond 240 hours must be paid overtime, however eligible police positions shall be paid overtime beyond 480 hours as set forth by the Fair Labor Standards Act (FLSA). Upon separation of employment, employees shall receive monetary compensation for accumulated comp time.

ARTICLE 14
STANDBY DUTY

It is agreed that when an employee is required by his/her department head or by subpoena to be on standby and available for immediate call back, such employee shall be compensated in the following way; every two (2) hours of required standby shall be compensated at a rate equal to one (1) hour of regular pay or compensatory time off. It is the employee's responsibility to notify his/her supervisor if standby time is requested because of a subpoena. Employees must document verification of being placed on standby by the court or prosecutor's office. Overtime requests without this verification for standby will not be accepted.

If an employee is placed on standby duty by the employee's supervisors related to a special event, the employee will receive one hour of regular pay or compensatory time for every two hours the employee is requested to be on standby. If the employee is called out, the employee will be compensated for their actual call out time at an overtime rate.

ARTICLE 15
AVAILABILITY/ON-CALL PAY

The Investigative Division Personnel shall be available and "on-call" on a rotational basis. The officers agree to be reachable and capable of responding within 45 minutes. The personnel shall include one supervisor and two detectives and shall be available after regular work hours from

Monday at 5 p.m. until the following Monday at 7 a.m. The patrol supervisor or detective supervisor will assign on-call personnel.

It is agreed the personnel assigned to the Investigative Division designated as being “on-call” shall be compensated at \$4.25 per hour for each “on call” hour that falls outside of regular working hours. The total amount of “on call” hours for a given week cannot exceed 118 hours per person.

When a member is on-call and is “activated” to respond to an Investigations call-out, overtime or comp-time shall be paid at one-and-one-half (1-½) times the hourly rate. It is also agreed that when an employee is required to report to work on a regularly scheduled day off, a minimum of three (3) hours of pay at overtime or comp-time rates shall be paid. However, if an employee is called out within three hours of their regular start time, only the time worked up to the start time will be paid at an overtime or comp-time rate. Callout availability/ on-call pay will not be paid for the hours that an employee is “activated” and performing investigative activities.

ARTICLE 16 COURT TIME

It is agreed that compensation for court time shall be in accordance with Article 13 of this Agreement. A minimum of three (3) hours at overtime rates shall be paid for employees required to be in court on a regularly scheduled day off or when off-duty on a scheduled workday, except when court duty begins less than two hours before scheduled duty hours.

Employees shall call in or check the prosecutor website, if applicable, the day before the scheduled court appearance to verify that their attendance is required.

If an employee is not called off the day before the scheduled court appearance, the employee shall be paid for three (3) hours at overtime rates.

ARTICLE 17 SHIFT DIFFERENTIAL

It is agreed that a shift differential shall be paid to those employees regularly assigned to work power or graveyard shifts. If temporarily assigned to work power or graveyard shifts for less than ten (10) consecutive scheduled shifts, no shift differential will be paid. Shift differential shall not be paid to employees on worker’s compensation or employees on extended sick leave in excess of fifteen (15) consecutive scheduled work days. Compensation is as follows: No shift differential shall be paid for any shift starting prior to 2 p.m.

- Shifts starting between 1400 - 2000: \$1.00 per hour
- Shifts starting between 2000 - 0300: \$2.25 per hour

ARTICLE 18 INJURY LEAVE

It is agreed that employees who suffer a service incurred injury or illness that are eligible for temporary time-loss payments under the Worker’s Compensation Law (Idaho Code Section 72-301)

shall not have lost duty time deducted from his/her sick leave account for a period not to exceed one (1) year from the date of commencement. Any time-loss payments received by the employee as a result of worker's compensation shall be paid to the City as long as the employee is continuing to receive base wages. Should the employee continue to be unable to return to work after one (1) year from the date of injury, the City shall begin to charge the employee's sick leave account the difference between his/her base wage and the amount of time loss payments received by the City; such payments shall be credited to the employee's sick leave account until the sick leave is exhausted or the employee is released for return to work. Accrued vacation leave may be used at the employee's discretion after sick leave is exhausted. It is further agreed that any employee participating in this program shall not receive accrued sick leave during their period of disability. The City may, at its option and expense, require that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his or her normal work duties, what duties the employee is able or unable to perform, and, if the employee is unable to resume normal duties, a prognosis of when the employee may be expected to resume normal duties.

ARTICLE 19 MEDICAL INSURANCE

SECTION 1. The City agrees to provide a medical insurance program for the employee and eligible dependents. One hundred (100%) percent of the employee's medical insurance premium will be borne by the City for single employee plan coverage only. Employees shall pay a minimum of ten percent (10%) of the total employee selected medical insurance premium when including IRS eligible dependents on the medical plan and when premiums change, the employee shared premium adjustment will be made accordingly.

If dependent premium increase quotes from the insurance companies are greater than five percent (5%) over the previous year, the City will cover the initial five percent (5%), the employee will be responsible for the next two percent (2%) and if the premium is above seven percent (7%), the following will be implemented in an attempt to reduce the increase in premium cost in the following order:

1. The City is authorized to increase the medical plan co-pays at a rate not to exceed \$5.00 per visit each fiscal year.
2. If the co-pay increase for emergency room, doctor's visits or prescriptions are not sufficient to reduce the premium increase cost to the City to five percent (5%) or less, the employee shall also pay twenty-five percent (25%) of the premium net increase.
3. If this does not reduce the City's responsibility of the premium increase to five percent (5%) or less, the medical insurance review committee, hereafter referred to as "Committee," will be "activated" to review possible changes or alternate plans. The medical plan and the employee contribution amount will stay the same until completion of the Committee review.
4. Any savings in premiums greater than two percent (2%) of the previous year's premium will be reallocated through the Health Reimbursement Arrangement (HRA)/VEBA to all benefited full-time employees.

The Committee shall consist of four members. There shall be one member from each of the following four employee groups: Lake City Employee's Association, Fire Union, Police Association, and non-represented employees. The members shall be selected by their respective employee group and shall be active dues paying members where applicable. Each Committee member has one (1) vote. The Committee's goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or options which may increase the employee's contribution toward the total family premium such that the total family premium cost increase to the City is five percent (5%) or less over the previous year. A decision by the Committee shall be made by September 1st of the year in which the Committee is activated. The decision reached by majority vote will be implemented October 1st. If consensus is not reached or the Association does not agree with the majority, this Agreement will reopen immediately for negotiations relative to compensation including wages, Health Reimbursement Arrangement HRA/VEBA, Medical Insurance, and other insurance benefits. The Association and the City agree to bargain in good faith to reach an agreement on or before September 30th.

SECTION 2. If the employee elects to opt out of the City's medical insurance plan, the employee's premium on the selected medical insurance plan that the City would have paid for single coverage will be placed in the employee's HRA/VEBA. Proof of other medical insurance, not provided by the City, must be provided by the employee.

SECTION 3. Vision Insurance. The City agrees to pay one hundred percent (100%) of the premium costs for family vision coverage.

SECTION 4. An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code may elect to remain on the City's Health Insurance program until that employee becomes eligible for Medicare or Medicaid. Such election must be made as prescribed by federal law at the time of the employee's retirement. Employees who so elect shall be responsible for paying the applicable premium on or before the first day of each month in order to continue receiving this benefit. Any employee who elects to terminate his/her medical insurance coverage or who fails to make timely premium payment shall not be allowed to re-enroll. No new dependents may be added to the employee's coverage following retirement. The employee may elect to have the premiums paid from funds which the employee is entitled to receive under Option Two of Article 9, Section B, until such time as their sick leave accrual funds are exhausted.

SECTION 5. Effective October 1, 2022, the City will contribute one hundred fifteen dollars \$115.00 per month to the full-time employee's Health Reimbursement Arrangement (HRA)/VEBA and prorated for part-time employees.

SECTION 6. The City agrees to contribute One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employees HRA/VEBA plan. The contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of eligible coverage.

ARTICLE 20
DENTAL INSURANCE

It is agreed that the City shall contribute one hundred percent (100%) of the premium for dental insurance for the employee and their eligible dependents during the term of this Agreement.

ARTICLE 21
LIFE AND DISABILITY INSURANCE

SECTION 1. It is agreed that the City will provide life insurance for employees and dependents as follows:

- | | |
|---|-------------|
| • Employee Life Insurance | \$50,000.00 |
| • Dependent Life Insurance | \$ 1,000.00 |
| • Accidental Death & Dismemberment Insurance, Employee Only | \$50,000.00 |

SECTION 2. It is agreed that the City will provide disability insurance for employees which would provide a disabled employee sixty percent (60%) of base wage (as described per policy) until Social Security Normal Retirement Age after sixty (60) days of lost time. All accrued sick leave shall be used before insurance compensation begins. It is understood and agreed that affected employees could receive pro-rated vacation leave benefits, if available from the employee's vacation leave account, to maintain base wages after insurance compensation begin. It is not the intent of this section to provide the employee with any benefit that would result in the employee being compensated in any manner in excess of one hundred percent (100%) of the employee's base wages. No vacation or sick leave shall accrue after sixty (60) consecutive calendar days of absence.

ARTICLE 22
SELECTION PROCEDURE

SECTION 1. New Hires: It is agreed that new hires shall be controlled by the appropriate provisions of the Personnel Rules.

SECTION 2. Promotions: It is agreed that any promotions shall be subject to a six (6) month probationary period.

SECTION 3. Transfers: It is agreed that all transfers within the Police Department will occur without the loss of seniority or accrued benefits to the affected employee as long as there is no break in continuous service time.

SECTION 4. Representation from the Association will be included in the hiring process for the Chief of Police classification. The Association representative shall be selected by the Association President. The Association representative shall be entitled to actively participate in the recruitment process determined by the CITY. The Association recognizes that the City Administrator is vested with the sole authority to hire a Chief of Police.

ARTICLE 23
SPECIALTY COMPENSATION

It is agreed an assigned Field Training Officer (FTO) shall be eligible for FTO pay when they are actively training a police officer. When the FTO is not actively training another police officer, they are not eligible for the specialty compensation. Only sworn police officers are eligible for this specialty compensation.

FTO pay: 7% above the current base hourly wage

It is agreed an assigned K9 officer shall receive the last hour (1 hour) of the scheduled work day for dog care.

ARTICLE 24
MILITARY LEAVE

Employees who serve in the National Guard or other Reserve component of the Armed Forces of the United States may request they be paid the difference between the employee's base wages and the compensation they receive while participating in required training under the following conditions:

1. The training must be required by the Reserve or Guard component that the employee is a member of and the employee must provide a copy of their official Orders to the police department and Human Resources as far in advance as possible. Official Orders shall be kept in the employee's official personnel file.
2. Employee must have completed at least twelve (12) months continuous employment with the City prior to being eligible for such leave.
3. Employee will not be eligible for compensation if the training is on off-duty days or is voluntary.
4. The paid benefit is limited to a total of one hundred (100) hours (pro-rated if less than full-time) of straight time compensation per calendar year subject to review and approval from the Chief of Police and the Human Resources Director. The paid benefit will not affect vacation or sick leave.
5. The paid benefit applies only to the employee's contractual days of obligation per military Orders and does not apply to travel time unless approved in advance by the Chief of Police.

The City adheres to all guidelines as stated in the provisions of Idaho Code Sections 46-216 and 46-224, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 25
PRE-EMPLOYMENT INVESTIGATIONS

It is agreed that any individual offered employment in any position within the Police Department must first undergo and successfully pass a complete background investigation.

ARTICLE 26
WORK SCHEDULE

SECTION 1. Full-time sworn officers, whose scheduled workday is 10 hours and 40 minutes: The work schedule can be prepared three (3) times per year and the three (3) shift rotations are as follows: October through January, February through May, and June through September. The schedule for the next shift rotation must be completed before the shift rotation begins.

Changes to work period and/or shift rotations will be necessary and it is always the goal to meet minimum staffing with the least amount of cost to the department and disruption to the employee's schedule. Changes may be made at any time if mutually agreed.

Once the work schedule is posted, Management may make changes in the work schedule as long as the change is made and the employee is notified seventy-two (72) hours prior to the work schedule change. No notice is required if an employee's hours are changed on a temporary or emergency basis if the posted work schedule is not changed. If the work schedule change is not completed seventy-two (72) hours prior, options regarding flextime, overtime or comp time are to be discussed with the officer and changes must be mutually agreed upon. Regardless of whether the work schedule change is Management driven or mutually agreed upon, any employee required to work on a scheduled day off (unless it is approved flextime in the same work period) or to extend beyond the end of his normally schedule shift shall be paid overtime or receive compensation time off in accordance with Personnel Rule 5, Section 4, or with Article 13 (Overtime) of this Agreement.

It is understood and agreed that employees may be scheduled to work more than their scheduled time during a work period as requested by a supervisor and/or in order to accommodate the three (3) department required shift rotations per year and shall receive overtime compensation for the additional scheduled hours worked.

If at shift rotation you are scheduled to work more than five (5) days in a row you will get overtime for everyday worked above five (5) that you are scheduled. For example, if you work eight (8) days in a row you will be paid for five (5) regular days and three (3) overtime days. However, if the employee uses vacation, comp or sick time during the transition from one shift rotation to the next, no overtime will be paid for those days. For example, if you are scheduled to work eight days in a row but you take two vacation days off on the 5th and 6th day, both days are paid at straight time and the 7th and 8th days worked, will be overtime days.

During a shift rotation change, you are not guaranteed a full four (4) or five (5) day break. So if you end your shift working five (5) days, then have one day off and come back for five (5) more days, you would not be compensated at an overtime rate for any of the days because the one day off would be considered your weekend/break.

It is also understood that an employee may request to adjust their scheduled days off upon the approval of the shift supervisor by flexing their hours worked. The day/days flexed will be within the same work period.

In addition, when an employee is released to light duty, the employee's work period or shift rotation will be adjusted and set by Management based on available duty.

SECTION 2. Employees may exchange shifts when first approved by the Lieutenant, Captain or Chief of Police.

ARTICLE 27 WORKING OUT OF CLASSIFICATION

SECTION 1. Any member who is temporarily assigned to accept the responsibility and carry out the duties of the next higher rank shall, beginning with the sixteenth (16th) consecutive working day when so assigned, be paid five percent (5%) above their current base wage for the duration of such assignment.

ARTICLE 28 SENIORITY

SECTION 1. For purposes of determining preferences for vacation scheduling, shift bidding, scheduled days off, and other purposes where, in the judgment of the Chief of Police, seniority should be utilized, the Chief of Police shall prepare a seniority list which shall rank employees based upon:

- A. Departmental Seniority: the total length of continuous service within the Coeur d'Alene Police Department;
 - a. When more than one new officer joins the Department within the same time period and those officers are required to attend the Basic Patrol Academy as part of the same class, seniority will be determined based upon their class ranking at the completion of the Academy;
 - b. If more than one lateral officer joins the Department on or near the same date, seniority will be determined by the total years of service credit based on the lateral officer program, Article 8, Section 2. If after that calculation is complete and the officers have the same seniority, they shall be ranked in the order an official offer of employment was extended and accepted.
- B. Classification Seniority: the total length of continuous service within the classification to which each employee is currently appointed.
- C. Shift bidding will be done in the order of department seniority as follows unless a different process is mutually agreed upon between the Police Association and Police Management: The order will start with the most senior officer/civilian investigative specialist and then

proceed to the next senior officer/civilian investigative specialist once the previous officer/civilian investigative specialist has selected all shift rotations and days off for the entire year. There will be no mandated shift rotation with the exception of the following: Officers/civilian investigative specialist on probation or on disciplinary probation will have their shift rotations determined by a supervisor until they have successfully completed their probation period.

Shift bidding will be done in the order of Department seniority as follows (unless a different process is mutually agreed upon between the Police Chief and the Association):

- a. Patrol: The order will start with the most senior member/civilian investigative specialist and then proceed to the next senior member/investigative specialist in order until all available designated spots are filled.
- b. FTO/SWAT: The order will start with the most senior FTO/SWAT member and proceed to the next senior FTO/SWAT position until all available designated positions are filled.
- c. Officers/civilian investigative specialist on probation are subject to being assigned shifts at the discretion of Chief of Police, Captains or Lieutenants.

Changes to the schedule will be per ARTICLE 26 WORK SCHEDULE.

SECTION 2. "Continuous service" shall include all service with the City of Coeur d'Alene for which the employee has been in a full pay status, as a probationary or regular employee dating from the most recent month the employee was not so employed.

SECTION 3. This Article shall have no application for determining service credit for purposes of eligibility for promotional examination or service credit points as determined by the Personnel Rules.

ARTICLE 29 TUITION REIMBURSEMENT PROGRAM

The City agrees to reimburse employees, at the in-state tuition rates for public education institutions in Idaho, one hundred percent (100%) with an "A" or "B" grade and eighty (80%) with a "C" grade of the cost of tuition and/or registration fees for any approved courses, which are directly related to the employee's present position or expected promotional position, but which courses are not required by the City and are attended upon the employee's personal volition. The courses shall be approved for reimbursement by the Chief of Police thirty (30) days prior to the start of the course and forwarded to the Human Resources Director. All books, supplies and travel expenses shall be paid by the employee and the approved courses shall be taken outside of regularly scheduled working hours of the employee. If an employee voluntarily separates from the City's employment within two years of receipt of tuition reimbursement, he/she agrees to reimburse the City in full for the total amount of tuition reimbursement paid by the City to the employee.

The Police Department shall budget \$16,000 per fiscal year for the potential reimbursement of Police Department employees for this program. In the event the budgeted amount is not used by

the end of the fiscal year, the remaining balance will be transferred to the police department's training budget as an addition to, not in lieu of, the department's training budget and shall be used for training during the following fiscal year.

ARTICLE 30
EXPENSE REIMBURSEMENT

The Department recognizes the need for its members to travel pursuant to performing the functions of their job, attending training and other activities associated with representing the Department. In such instances, members will be reimbursed by the City for expenses incurred while on official travel. The member's allowable reimbursement will be associated with meals and incidental expenses. The rates associated with reimbursement will be tied to the Idaho State Board of Examiners. The rate for each of the foregoing categories (meals and incidental expenses) will be calculated in total based upon the duration and location of travel using established procedures delineated within the Idaho State Travel Policy and Procedure Guidelines. The member can elect to receive the total amount necessary for the entire duration of travel/training prior to initiating travel in the form of a check (which is not to be considered income in accordance with all IRS regulations governing the same, nor will the employee be required to return any unused amount). Any expenses incurred above and beyond the amount provided will be the responsibility of the member.

In the alternative, the Member can use his/her City P-card while travelling to pay for expenses associated with meals and incidentals. At the completion of the member's travel, the total amount incurred on the P-card will be compared to the total amount allowable as delineated above. Any amount in excess of the allowable GSA rates will be the responsibility of the member. This amount will be determined by simply comparing the total amount charged on the P-card with the total amount allowable under GSA guidelines. If the total amount on the member's P-card is less than the GSA allowable amount, the Member is not required to take further action. If the total amount on the member's P-card is more than what is allowable pursuant to the GSA, the member must reimburse the City for the difference.

ARTICLE 31
SEVERABILITY

If any article, or portion hereof, of this Agreement is found to be in conflict with any statute or regulation of the United States or the State of Idaho by a court of competent jurisdiction, such articles, or portions of articles, shall be deemed null and void and of no further effect. However, such articles or portions of articles shall be severable from the remainder of this Agreement and all other provisions hereof shall continue in full force and effect.

ARTICLE 32
SURVIVORS BENEFIT

In the event a member of the Association dies during the course and scope of their employment, a Survivors Benefit in the amount of six (6) months' wages shall be payable to the descendant's named survivor. Further, to be eligible for this benefit, each member of the

Association shall submit the provided survivor's designation form to the Human Resource Office within thirty (30) days of date of hire.

ARTICLE 33
PERSONNEL REDUCTION

Whenever it becomes necessary, through lack of work or funds, or for other good causes to reduce the workforce, the reduction shall be based on seniority (the most recent hire) within the given classification and shall include time served on military leave of absence. The name of the employee laid off shall be placed at the head of the appropriate eligibility list in the order of total cumulative time served and shall have precedence for rehiring. A sworn officer must remain certifiable to be rehired. If the employee who was laid off fails to respond within fourteen (14) days to a registered letter indicating a position is available, the name is removed from the list.


In the event the reduction is in the Lieutenant or Sergeant classification, the effected employee shall have the option to move to the next lower open position rather than being laid off. At that point, the employee with the most recent hire date within the police officer classification shall be laid off. All subsequent personnel reduction must be handled in the aforementioned manner.

ARTICLE 34
TERM OF AGREEMENT

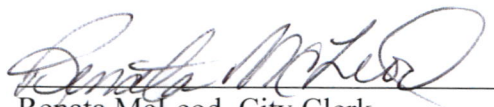
SECTION 1. This Agreement shall be effective as of the first day of October, 2022, and shall remain in full force and effect until the 30th day of September 2025. If a new agreement has not been reached between the City and the Association upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached.

The terms and conditions set forth in this Agreement are hereby ratified and agreed upon this 4th day of October, 2022.

CITY OF COEUR D'ALENE:


James Hammond, Mayor

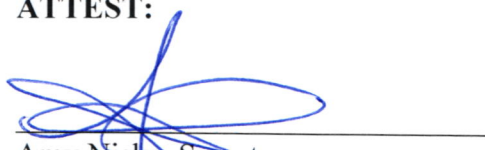
ATTEST:


Renata McLeod, City Clerk

COEUR D'ALENE POLICE ASSOCIATION:


Jon Cartrell, President

ATTEST:


Amy Niska, Secretary

City of Coeur d'Alene
Sworn Officer Compensation Schedule
Appendix A

<i>Lieutenant</i>	Minimum	Maximum	Senior Pay
FY 2022-2023	\$53.44	\$58.80	\$61.74
FY 2023-2024	\$55.84	\$61.44	\$64.52
FY 2024-2025	\$57.24	\$62.98	\$66.14

<i>Sergeant</i>	Minimum	Maximum	Senior Pay
FY 2022-2023	\$44.93	\$48.58	\$51.01
FY 2023-2024	\$46.95	\$50.76	\$53.30
FY 2024-2025	\$48.12	\$52.03	\$54.64

- All promotions to Sergeant or Lieutenant start at Minimum
- Eligible for a 5% increase annually on anniversary date until employee reaches maximum

<i>Police Officer</i>	Minimum	Maximum	Senior Pay
FY 2022-2023	\$29.00	\$40.83	\$42.88
FY 2023-2024	\$30.30	\$42.67	\$44.81
FY 2024-2025	\$31.06	\$43.74	\$45.93

- Police Officer Recruit placed at the Police Officer Minimum upon completion of Academy
- Year 1: 5% Increase
- Year 2: 5% Increase
- Year 3: 10% Increase
- Year 4: 10% Increase
- Year 5: 5.5% Increase

<i>Police Officer Recruit</i>	Minimum
FY 2022-2023	\$27.63
FY 2023-2024	\$28.87
FY 2024-2025	\$29.59

- During Academy

City of Coeur d'Alene

Non-Sworn Employee Compensation Schedule
Appendix B

<i>Pay Grade 15</i>	Minimum	Maximum
FY 2022-2023	\$32.24	\$45.38
FY 2023-2024	\$33.05	\$46.51
FY 2024-2025	\$33.87	\$47.68

<i>Pay Grade 12</i>	Minimum	Maximum
FY 2022-2023	\$25.09	\$35.30
FY 2023-2024	\$25.72	\$36.18
FY 2024-2025	\$26.36	\$37.09

<i>Pay Grade 11</i>	Minimum	Maximum
FY 2022-2023	\$23.24	\$32.70
FY 2023-2024	\$23.82	\$33.52
FY 2024-2025	\$24.42	\$34.36

<i>Pay Grade 10</i>	Minimum	Maximum
FY 2022-2023	\$21.92	\$30.85
FY 2023-2024	\$22.47	\$31.62
FY 2024-2025	\$23.03	\$32.41

<i>Pay Grade 9</i>	Minimum	Maximum
FY 2022-2023	\$20.69	\$29.11
FY 2023-2024	\$21.21	\$29.84
FY 2024-2025	\$21.74	\$30.58

- Year 1: 5% Increase
- Year 2: 5% Increase
- Year 3: 5% Increase
- Year 4: 5% Increase
- Year 5: 5% Increase
- Year 6: 2.5% Increase
- Year 7: 2.5% Increase
- Year 8: 2.5% Increase
- Year 9: 2.5% Increase

The non-sworn pay grades are leveled within the City-Wide Pay Structure.

RESOLUTION NO. 22-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE POLICE ASSOCIATION (POA).

WHEREAS, the City Administrator and Human Resources Director have recommended that the City of Coeur d'Alene enter into a Collective Bargaining Agreement with the Coeur d'Alene Police Association, pursuant to the terms and conditions set forth the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

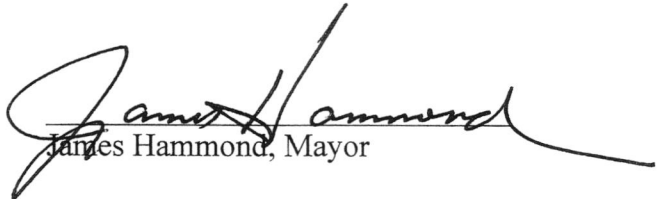
WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement.

NOW, THEREFORE,

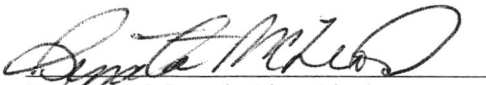
BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Collective Bargaining Agreement with the Coeur d'Alene Police Association, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 4th day of October, 2022.


James Hammond, Mayor

ATTEST:


Renata McLeod, City Clerk

Motion by Wood, Seconded by Miller, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN	Voted	Aye
COUNCIL MEMBER MILLER	Voted	Aye
COUNCIL MEMBER EVANS	Voted	
COUNCIL MEMBER ENGLISH	Voted	Aye
COUNCIL MEMBER MCEVERS	Voted	Aye
COUNCIL MEMBER WOOD	Voted	Aye

Councilmember Evans was absent. Motion Carried.