

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF COLUMBUS, MT

and

**COLUMBUS POLICE ASSOCIATION
Montana Federation of Public Employees**

July 1, 2020 – June 30, 2024

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AGREEMENT

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

Article I. DEFINITIONS

Day: The term day is defined as any calendar day of the year.

Employer: The "Employer" is the City of Columbus.

Police Officer: A full-time Officer who is qualified in accordance with 7-32-4108, MCA, and remains employed after the end of his or her probationary period shall be deemed a "Police Officer".

Grievance: a cause of distress (such as an unsatisfactory working condition) felt to afford reason for complaint or resistance.

Seniority: a privileged position earned by reason of longer service or higher rank.

Regular Pay: Rate of pay for regular hours of work at an hourly rate.

Holiday Pay: Pay for Holidays provided as a benefit to employees.

Over-time Pay: Pay for work time in addition to what is normal, as time worked beyond one's scheduled working hours.

Probation: Probation is the time from the first day of hire for a period of one (1) calendar year.

Schedule: is the time an employee will work as set by the Supervisor.

Article II. RECOGNITION

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

Police Officer and Association Representative Rights:

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

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

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

Article III. CITY RIGHTS

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

(a) - EFFECT OF LAWS, RULES AND REGULATIONS

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

Article IV. MEMBERSHIP

- A. Association Membership: Employees covered by the terms of this Agreement shall not be required to become members of the Association.
- B. Discrimination: No employee shall be discharged or discriminated against by the Employer for supporting Association principles or policies, and working under the instruction of the Association, as long as such activities do not interfere with the efficient operation of the Police Department. The Employer and the Association agree that there shall be no discrimination against any employee.

- C. **Employer Security Clause:** The Association, its members and representatives shall not cause, authorize, permit or in any way encourage, organize or participate in any strike, sit-down, stay-in, slow-down, or similar activity, nor will any of them issue to the City a threat to carry out any such action. In the event of any work stoppage or other curtailment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of this Agreement and all such persons shall immediately cease and desist from the prohibited conduct. Under no circumstances will the Association cause or permit its members to fail to report for duty and perform their duties because of any picket activity by any Association whatsoever. Employees covered by this Agreement must, if necessary, cross any picket lines to report for duty and perform their duties.

Article V. PROBATION, REPRESENTATION, DISCIPLINE & DISCHARGE

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

Representation: An Officer has the right to request representation whenever he or she is being questioned by the City or its agents, when the Officer reasonably believes that the information he gives may be used against him or her. Right to representation shall be governed by *Weingarten* and its progeny.

B. Discipline and Discharge

1. Upon receipt of an allegation of a performance deficiency that the Chief believes may result in punitive action, he or she will:
 - a. Apply the elements of due process by:
 - (1) Notifying the employee in writing of the allegation, then
 - (2) having the allegation investigated, then
 - (3) presenting the evidence to the employee, then
 - (4) providing the employee an opportunity to respond.
 - b. Provide the additional elements of "cause" by:
 - (1) Considering the evidence and the employee's response and determining if the allegation is true.
 - (2) Determining if the City has the right to take punitive action, which shall be based on the following criteria:
 - (i) A proper investigation provided substantial evidence that the allegation is true, and

- (ii) it is reasonable to conclude that the employee knew or should have known the law, policy, directive or expectation that he or she allegedly violated, and
 - (iii) the punitive action is appropriate to the allegation and not applied arbitrarily, and
 - (iv) due consideration was given to the circumstances present and the employee's history of performance in the position.
 - c. Notify the employee of the results of the investigation and the action taken.
- 2. Appeal: A non-probationary employee may appeal his or her discipline or discharge through the grievance procedure provided herein, which shall be the exclusive method of appeal.

Article VI. SCHEDULE

- 1) Regular Schedule: The Association Members Regular Schedule: Police Officers will be offered a schedule that shall not exceed 80 hours per pay period. This schedule will be in shifts of either 8 or 10 hours per shift. Any hours worked over the 80 hours in a pay period shall be deemed as over-time. And will be paid at time and ½ of regular pay. All over-time must be authorized in writing by the Police Chief who in part has notified the Mayor of the over-time and given justification for the need of the extra work hours. Over-time may be taken as compensatory time up to 40 hours per annum, compensatory time will be paid out at the current rate of wage for the officer.
- 2) Stand-by time: In the event the Police Chief and Mayor deem it necessary to schedule an officer beyond their regular scheduled time to cover hours that may need covering to maintain a coverage period.
 - A. The Officer on standby shall remain within the 5 miles of Columbus City Limits during the standby time.
 - B. Only full-time permanent Officers will be eligible for standby time
 - C. The standby hours will be paid at 25% of the regular wage during the standby time scheduled and will be paid out on a bi-annual basis.
 - D. If an Officer is called out during this stand-by time, the Officer will receive time and ½ for a minimum of two hours but shall be paid at the time and ½ rate for hours as needed by the Police Chief.
 - E. Stand-by time will be offered to Officers as scheduling permits to full time permanent employees who are willing to work standby time and only if approved by the Chief of Police.

- 3) Court attendance time: In the event of a mandatory court appearance. Officers will notify the appearance time and date to the Chief of Police as soon as they are given notice. If the Chief is able to modify work schedules for the officer to attend during his regular scheduled time, then the officer shall receive regular pay for the time in court. In the event that the Chief is unable to change work schedules to accommodate the needs of the court the Officer will be paid at the rate of one and ½ time of their regular pay for a minimum of 3 hours.
- 4) Changes: Changes to the schedule may be made by:
 - (a) By the Police Chief as needed to maintain coverage as requested by the Mayor
 - (b) Mutual agreement.
 - (c) In the case of an emergency.

Article VII. RANK AND SENIORITY

A. Rank:

Probationary Officer: An officer during his or her first full year of employment.

Police Officer: An Officer who is qualified in accordance with 7-32-4108, MCA, and remain employed after the end of his or her probationary period shall be deemed a "Police Officer".

B. Seniority:

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

formerly employed Officer is rehired as an Officer sooner than 30 calendar days from the date of resignation or discharge.

Article VIII. TRAINING

- B. Training to maintain P.O.S.T. certification shall be offered to Police Officers
 - a. Employees shall request training by written request to their supervisor at least 30 days prior to the training event.
 - b. Employee is responsible for requesting course cost and per diem for training needs utilizing the training forms from Human Resources.
 - c. Employees shall utilize City vehicles when possible and must have written permission from their supervisor to utilize a city patrol vehicle.
 - d. Regular wage will be paid for Officer on training and shall be paid for time utilized during the course and travel time to and from the location of the training.
 - e. The Chief of Police reserves the right to deny or cancel any training event.

Article IX. WAGES

- A. Wages and Other Compensation:
 - 1. Wages: The wage schedule is set out and attached to the contract as Appendix A, which shall form part of, and be subject to all provision of this contract for all employees.
 - 2. Basic Rate of Pay: An employee's basic hourly rate of pay shall be computed by dividing the annual salary of such employee by 2,080 hours (26 pay periods x 80 hours).
 - 3. Other Payments: To the extent allowed by law, payments for stipends and other forms of compensation shall not be used when calculating the regular rate.
- B. Additional Work:
 - 1. Assignment: Work beyond the regularly assigned shift will be shared and rotated among all qualified Officers in accordance with a mutually agreed policy. The policy shall be that after a posting period, if no one has volunteered for the additional work, the vacancy shall be filled by reverse seniority. Officers who are on-duty or on leave during the vacancy period will not be considered to fill the vacancy. However, any Officer may be recalled in the event of an emergency.
 - 2. Compensation: An Officer will be paid his or her regular rate of pay for all hours worked, and these additional forms of compensation:
 - a. Overtime: "Overtime" is time and one-half an Officer's regular rate of pay required by law for all hours worked beyond that established by

Section 207(k) of the Fair Labor Standards Act. Overtime may be converted to “compensatory time” under Federal regulations and the provision of this Agreement.

Article X. LEAVES OF ABSENCE

- A. Sick Leave: Sick leave is set forth in 2-18-618, MCA. In the event of a death in the immediate family of an employee, the employee shall be granted up to forty-eight hours off charged to sick leave. In the event of a serious illness or accident in the immediate family of an employee, the employee may be granted up to forty-eight hours off, and this leave of absence may be charged to sick leave subject to the discretion of the Police Chief. The immediate family shall be defined as spouse and children of the member, mother father, stepmother, stepfather, brother, sister stepbrother, stepsister, half-brother, half-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece and grandparents.
- B. Maternity Leave: Maternity leave is set forth in 49-2-310, MCA and may be charged against an employee’s sick leave credits.
- C. Jury Duty: Jury Duty shall be governed by Section 20180619, MCA, as amended.
- D. Police Officers on the ten-hour shift will use 10 hours of vacation or sick leave when taking a full day off from their regular schedule or 8 hours respectively depending on the regular schedule established for the Police Officer at the time the schedule is established.
- E. Annual Vacation:
 - 1. General: Vacations are set forth in 2-8-611, 2-18-612, 2-18-616, 2-18-617 and 2-18-621, MCA.
 - 2. Requests: Requests for annual leave must be in writing and approved in advance by the supervisor. All other provisions notwithstanding, annual leave may be denied based on the City’s inability to have such individual absent during the requested period. An Officer may request a leave of absence to his or her supervisor for initial consideration and recommendation to the Chief. The City will respond as soon as possible but not later than two weeks after receipt of the request.
 - 3. Advance Scheduling: Officers who request annual leave at least a month in advance shall be deemed to have reserved such dates.

4. Sporadic Requests: Other requests will be granted on a first come, first served basis.
- F. Military Leave: Military leave will be granted as per 10-1-604, MCA.
- G. Compensatory and Premium Leaves:
1. Credits: By agreement between the City and the Officer for each individual incident, overtime pay will be converted to leave time. An hour of overtime which would be paid at the rate of time and one-half of the Officer's regular rate of pay, would be converted to one and one-half hours of compensatory leave time credit.
 2. Balance: There shall be no conversion of overtime beyond that which results in an Officer having a running balance of more than an aggregate total of 40 hours of compensatory leave. The City may from time to time cash out any amount of an Officer's balance of such leave credits, and the City will cash out the entire balance at the time the Officer separates from the City. All cash outs will be at the Officer's then regular rate of pay.
 3. Requests: Requests for leave shall be made as soon as possible and the City will respond as soon as possible but not later than two weeks from receipt of the request.

Article XI. HOLIDAYS

- A. Days: Each employee is entitled to the following holidays:
1. New Years Day January 1st
 2. Martin Luther King Day..... 3rd Monday in January
 3. President's Day 3rd Monday in February
 4. Memorial Day Last Monday in May
 5. Independence Day July 4th
 6. Labor Day First Monday in September
 7. Columbus Day 2nd Monday in October
 8. Veteran's Day November 11
 9. Thanksgiving Day..... 4th Thursday in November
 10. Christmas Day December 25th
 11. State General Election Day
- B. Work on a Holiday: When an Officer works on the holiday, they shall receive payment for time and one-half for every hour worked on the holiday.
- C. If a Patrol Officer is scheduled for the holiday off, they shall receive holiday credit for 8 hours.

Article XII. HEALTH REQUIREMENTS

- A. Requirements: Whenever the City believes there is a question that an Officer's health may prevent him or her from carrying out assigned duties, the City may direct the Officer to undergo an examination with a medical practitioner who will

issue a certificate to the City verifying the Officer's ability or lack thereof. The City will pay for the examination and certificate to the extent it is not covered by insurance.

- B. Checkup: Once each five years, an Officer may arrange with the City for a physical examination. The City will reimburse the Officer for the cost of the actual examination to the extent such is not covered by insurance.

Article XIII. EMPLOYEE FRINGE BENEFITS

- A. Medical Insurance: The City will contribute that amount toward each participating employee's monthly medical premium as it contributes for the majority of other City employees.
- B. Retirement: The employer and employee shall continue retirement contributions to the present plan.

Article XIV. GRIEVANCE PROCEDURE

- A. Definition: A "grievance" is an allegation of the misinterpretation or misapplication of a term of this Agreement. When a statute or regulation provides a complaint procedure, such will be used instead of the contractual grievance procedure.
- B. Deadlines: Deadlines are critical and a failure by the Association to file and/or appeal a grievance in accordance with the timelines shall make the subject of the grievance moot. Should the City fail to abide by the timelines, the Association shall have the right to appeal to the next level of the procedure in accordance with the rules provided for that level. Time limits may be extended by mutual agreement.
- C. 'Days' shall be defined as working days Monday through Friday excluding holidays.
- D. Procedure: Each grievance shall be processed in the following manner:
 - Step 1. Step 1 shall be submitted to the Chief of Police not later than 20 days from the first event giving rise to the grievance. The Chief of Police will issue a written response to the Union not later than 10 days from the date the grievance was received.
 - Step 2. The Union may submit an appeal to the Mayor not later than 10 days from the issuing of the Police Chief's response. The Mayor will issue a written decision to the Union not later than 10 days from receipt of the grievance.
 - Step 3. The Union may submit an appeal to the City Council not later than 10 days from the issuing of the Mayor's response. The City Council will hear the matter at the next opportunity for placing the matter on the agenda of a regular Council meeting. The Council will issue a written decision to the Union not later than 10 days from the Council meeting subsequent to the one during which the grievance was heard.

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

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

Article XV. HEALTH AND SAFETY

- A. Health and Safety: The health and safety of employees shall be reasonably protected while in the service of the Employer. The Employer shall carry accident insurance on all employees. Employees are directed to report all personal injuries received in the course of employment.
- B. Safety Committee: In the interest of promoting job safety and morale, the formation of a safety committee is hereby authorized. The Committee shall be comprised of two representatives appointed by the Association and two representatives appointed by the Employer. The Committee will meet as needed at the request of either MFPE or Management for the purpose of discussing safety and health condition or problems within the Police Department. The Committee shall make recommendations concerning safety rules, equipment and departmental practices. All recommendations shall be in writing; a copy shall be submitted to the Employer and to the Association. Meetings shall be scheduled at a time agreeable to the Chief of Police. If a Committee meeting is scheduled at a time when a member is not on duty, attendance at the meeting shall be on the officer's time and the City shall not compensate for that time. Anytime the administration plans to purchase or replace equipment, Association appointees are

afforded the opportunity to test and evaluate the equipment and make recommendations to the administration prior to the purchase.

Article XVI. SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Article XVII. WAIVER


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

Article XVIII. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2020 or the date of final ratification, whichever comes later, and shall remain in full force and effect through June 30, 2024, and for each succeeding year unless one party gives the other written notice of its desire to negotiate a successor agreement not later than 90 calendar days in advance of the annual expiration date.

The City of Columbus and MFPE agree this is a four-year agreement that contains a wage opener clause to cover the period of July 1, 2021 through June 30, 2024. The City agrees that either party shall have the opportunity to request in writing, a date to reopen negotiation concerning wages and health insurance. The request to bargain shall be made no sooner than May 2 of each year, and no later than June 30 of each year. Negotiations will begin on a date that is mutually agreed to after the written request.

FOR THE CITY OF COLUMBUS:



Mayor City of Columbus


Attest:


City Clerk

FOR MFPE:


President MFPE


President CPA


Field Representative

Article XIX. POLICE MATRIX

Effective 7/1/2020 – 6/30/2024

| Months | LY | 20-21 | 21-22 | 22-23 | 23-24 |
|---------------|-----------|--------------|--------------|--------------|--------------|
| 0-12 | 0 | \$24.01 | \$24.61 | \$25.23 | \$25.86 |
| 13-24 | 1 | \$24.25 | \$24.86 | \$25.48 | \$26.11 |
| 25-36 | 2 | \$24.49 | \$25.10 | \$25.73 | \$26.37 |
| 37-48 | 3 | \$24.73 | \$25.35 | \$25.98 | \$26.63 |
| 49-60 | 4 | \$24.36 | \$24.97 | \$25.59 | \$26.23 |
| 61-72 | 5 | \$25.20 | \$25.83 | \$26.48 | \$27.14 |
| 73-84 | 6 | \$25.45 | \$26.09 | \$26.74 | \$27.41 |
| 85-96 | 7 | \$25.69 | \$26.33 | \$26.99 | \$27.67 |
| 97-108 | 8 | \$25.93 | \$26.58 | \$27.24 | \$27.92 |
| 109-120 | 9 | \$26.17 | \$26.82 | \$27.49 | \$28.18 |
| 121-132 | 10 | \$26.40 | \$27.06 | \$27.74 | \$28.43 |
| 133-144 | 11 | \$26.65 | \$27.32 | \$28.00 | \$28.70 |
| 145-156 | 12 | \$26.89 | \$27.56 | \$28.25 | \$28.96 |
| 157-168 | 13 | \$27.13 | \$27.81 | \$28.50 | \$29.22 |
| 169-180 | 14 | \$27.37 | \$28.05 | \$28.76 | \$29.47 |
| 181-192 | 15 | \$27.61 | \$28.30 | \$29.01 | \$29.73 |
| 193-204 | 16 | \$27.85 | \$28.55 | \$29.26 | \$29.99 |
| 205-216 | 17 | \$28.09 | \$28.79 | \$29.51 | \$30.25 |
| 217-228 | 18 | \$28.33 | \$29.04 | \$29.76 | \$30.51 |
| 229-240 | 19 | \$28.57 | \$29.28 | \$30.02 | \$30.77 |
| 241-252 | 20 | \$28.81 | \$29.53 | \$30.27 | \$31.03 |
| 253-264 | 21 | \$29.05 | \$29.78 | \$30.52 | \$31.28 |
| 265-276 | 22 | \$29.29 | \$30.02 | \$30.77 | \$31.54 |
| 277-288 | 23 | \$29.53 | \$30.27 | \$31.02 | \$31.80 |
| 289-300 | 24 | \$29.77 | \$30.51 | \$31.28 | \$32.06 |
| 301-+ | 25 | \$30.01 | \$30.76 | \$31.53 | \$32.32 |

Sergeants receive a 10% base rate increase on the Matrix base step.

- B. Exception: The City may place a newly hired Officer commensurate with the City's assessment of the Officer's law enforcement experience, up to 5 years, but not at a rate higher than an already employed Officer with the same or more experience is being paid.