

# **A G R E E M E N T**

**Between**

**CITY OF POPLAR BLUFF – POLICE DEPARTMENT  
(EMPLOYER)**



**And**

**IBEW - LOCAL 702**



**DISPATCHERS GROUP**

***Effective***

**July 20<sup>th</sup>, 2021 THROUGH DECEMBER 31<sup>st</sup>, 2023**

**ARTICLE OF AGREEMENT  
BETWEEN  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 702  
AND  
CITY OF POPLAR BLUFF, MISSOURI  
POLICE DEPARTMENT - DISPATCHERS**

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## **ARTICLE I**

### **Recognition**

The governing body of the City of Poplar Bluff, hereinafter referred to as "the City," pursuant to Public Case No. R 2018-018 for the State Board of Mediation in the State of Missouri, hereby recognizes the International Brotherhood of Electrical Workers, Local Union No. 702, hereinafter referred to as the "Union", as the Bargaining Unit representative for the employees of the Police Department, commonly classified as Communications Officers, excluding the following classifications: Police Chief, Deputy Police Chief, Captain, Lieutenant, Sergeant, Corporal, Patrol Officer, School Resource Officer, Detective, Chief Communications Officer, Clerks, and any other department heads and other employees engaged in supervisory positions.

## **ARTICLE II**

### **Appendixes and Amendments**

Section 1. All appendixes and amendments to this agreement shall be ratified in a manner consistent with the ratification of this agreement.

Section 2. All appendixes and amendments to this agreement shall be numbered or lettered, dated and signed by authorized Officials of the City and the Union.

## **ARTICLE III**

### **Agreement Binding on Successors**

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any way whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

## **ARTICLE IV**

### **Savings Clause**

If any provision of this agreement, or the application of such provision 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.

Additionally, it is the intent, understanding, and agreement between the Parties that this Agreement shall be in compliance with all Commission for Accreditation of Law Enforcement Agencies (CALEA) Standards. Should any Article or Section of this Agreement be found out of compliance or in conflict with such CALEA Standards, then the Parties will meet to rectify such issue in an expedient manner. The City agrees that no Ordinance or Policy will be created or modified to circumvent the terms and conditions contained in this Agreement, but may, from time to time, be required to amend current or initiate new Ordinances or Policies to assure the continued, orderly operation of the Department. In these instances, the Union will be notified in a timely manner of any such amendments or changes, and – if such negatively impacts any or all employees covered by this Agreement – be given an opportunity to bargain over the impact of such.

## **ARTICLE V**

### **Management Rights**

**Section 1.** Management Officials retain the full and unrestricted rights to the following provided they do not conflict with or violate any of the terms of this agreement.

- A. To direct the operation of and manage all manpower, facilities and equipment. To determine the purpose of the department. To determine methods, means and number of personnel needed to carry out the department's mission, including the determination of number of employees and the promotion, classification, demotion, discipline, transfer or release of said employees.
- B. To establish functions and programs. To set and amend budgets. To determine the utilization of technology including the introduction of new or improved methods or facilities or the changing of existing methods or facilities.

Section 2. If in the sole discretion of the City it is determined that civil emergency conditions exist including but not limited to riots, civil disorders, tornadoes or other similar catastrophes, any provisions of this agreement, deemed necessary by management, may be suspended by the City during the time of the declared emergency provided that wage rates and other direct monetary payments shall not be suspended.

## **ARTICLE VI**

### **Grievance Procedure**

Section 1. It is the mutual goal of the City and the Union to provide fair, equitable, and clearly defined means for the resolution of grievances, to ensure employees and their supervisors are accorded reasonable opportunity to present the facts bearing on a grievance, and to guarantee the opportunity to exercise the rights set forth in this Agreement. Every employee has the right to fair treatment in all matters arising from employment and to this end each employee has the right to be heard whenever he or she alleges mistreatment. A grievance process that affords employees the opportunity to air a complaint helps reduce dissatisfaction, identify organizational problems, and increase morale.

The purpose of this Article is to establish grievance procedures for departmental employees to resolve disputes or complaints concerning the terms or conditions of employment.

A “workday”, as used in this policy, is defined as Monday through Friday, 8:00 a.m. to 4:00 p.m.

Chain of Command, and Command Structure is defined as the succession in rank from one supervisory position to another within the City of Poplar Bluff Police Department.

#### **Section 2.**

##### **A. Nature of the grievance**

The department’s IDC (inter departmental correspondence) should be used by any employee wishing to file a complaint within the guidelines of this policy. An employee's grievance should include the following:

1. Specifically, factually, and clearly detail the allegation.
2. State the relief sought that is within the department's power to grant.

B. First step

- a. The employee shall identify the grievance in writing on a form mutually agreeable to the City and the Union and orally, with the presence of a Union Steward or Representative if desired, to the appropriate individual identified in the Organizational Chart, identified as APPENDIX B attached to this Agreement, within seven calendar days after the event or action (or knowledge of the event or action) that is the basis for the grievance. If the properly-identified individual is unavailable due to vacation, sickness, or other reasons, the matter shall be taken up at the next level. A grievance against the immediate supervisor may be initiated with the next-level supervisor. A grievance against the Chief of Police shall be submitted directly to the Office of Deputy Chief who shall forward the written grievance to the City Manager.
- b. The supervisor shall give a written response to the employee within five (5) work days following the meeting, in an effort to resolve the matter.
- c. If a resolution is not reached at this point, the employee shall submit the grievance in writing to the next level supervisor outlining the information listed under A above within five (5) work days after receipt of the previous written response.
- d. As before, the supervisor shall give the employee a written response within five (5) workdays of receipt of the employee's memorandum in an effort to resolve the matter.
- e. By following the normal command structure, an opportunity will be given to each level of supervision, up to and including the Chief of Police to attempt to resolve the matter. (The Chief of Police shall have seven (7) working days from the date of receipt to respond in writing to the employee).

C. Second step

- a. If the employee cannot achieve resolution of the grievance during the first management step, then the employee should appeal the Police Chief's decision and forward all written documentation concerning the grievance to the Office of the City Manager and the Union Business Representative with a written explanation of his/her dissatisfaction. The grievance must be submitted to the City Manager within five (5) workdays following receipt of the Chief's reply.

- b. Within ten (10) workdays after receipt of the appeal, the City Manager will meet with the aggrieved employee and the Union representative if the aggrieved employee so chooses, as long as scheduling allows. Within ten (10) work days after this meeting, the City Manager shall give their written decision to the grievance.

#### D. Third Step

If not settled in the Second Step, the Union and the City shall designate a representative and the two (2) so designated shall select a third person to meet as an arbitration board. Said arbitration board shall be established within ten (10) work days. This board shall hear the evidence and submit their decision to the City Manager. Each party shall bear the expense of its own arbitrator and witnesses. Expenses of the third arbitrator will be shared by the City and the Union.

Nothing herein contained shall be so construed as to constitute "binding arbitration."

Section 3. There shall be no suspension of work or slow down by employees, nor any lockout by the City, during any of the above procedures.

Section 4. When the City discharges an employee, such discharge shall not be final until the first two (2) steps of the grievance procedure have been completed. Then, if the employee is reinstated because of a wrongful discharge, he/she shall immediately return to work and receive back pay from the time of discharge.

Section 5. At any point and time in the above-referenced process contained in this Article, the grievant and/or Union may request to meet with the appropriate City designee at the existing step level of the process, to discuss the particulars of the instant grievance in an effort to resolve the matter at the lowest level.

## **ARTICLE VII**

### **General Provisions**

**Section 1.** It shall be the guideline that the Parties will communicate all business-related information via email.

Additionally, reasonable space shall be provided on a bulletin board for the posting of Union notices. Union notices are to be interpreted as messages from Union Stewards and Officials to Union members.

**Section 2.** Consideration of race, sex, political or religious opinions, or practice as a test for employment or promotion in any position of the City shall not be exercised. Membership in any club or organization shall not be required of any employee. Any work activity of any employee during off hours which adversely affects their ability to perform properly in their work while on duty will only be permitted with the prior approval of the Police Chief.

**Section 3.** An emergency is defined to mean any unforeseen, unscheduled or otherwise unavoidable condition which arises that endangers continuity of service, protection of equipment or personnel.

Such emergency is to last only as long as necessary to revert to normal procedures and schedules.

**Section 4.** To leave the employment of the City with good standing, an employee must give two (2) weeks' notice. The City will give two (2) weeks' notice to any regular employee before laying off due to reduction in force or elimination of job classification.

**Section 5.** Changes in any City rules and general instructions will be emailed to all employees in addition to being posted on an official bulletin board and will be signed by proper authority.



## **ARTICLE VIII**

### **Residency Requirements**

**Section 1.** All present and future employees shall be allowed residency outside the City limits of Poplar Bluff, provided that they reside within the boundaries of Butler County, or in the adjacent Missouri Counties of Ripley, Wayne, Carter, Stoddard, and Dunklin, but not more than forty-five (45) miles from the Butler County line. The terms "present employees" and "future employees" shall refer to regular employees as of the date of the enactment of this Section. No City owned vehicle shall be driven home outside the boundary of Butler County.

**Section 2.** All present and future employees shall have telephone service at their place of residence or cellular service. Unlisted phones will be permitted, providing that the unlisted phone number be made available to the appropriate department(s) of the City.

**Section 3.** Any employee violating the residency requirement regulations may be suspended, demoted, or dismissed by the City Manager.

## **ARTICLE IX**

### **Vacancies**

**Section 1.** As vacancies and new positions occur in the department, notices will be posted with the job description for a minimum of five (5) workdays prior to filling so that any employee may request a promotion or transfer to such vacancy or new position. Such requests must be made in writing to the supervisor. Any employee within this bargaining unit who changes to any position covered by this agreement shall retain full seniority.

**Section 2.** Any employee covered by this bargaining agreement may make application for the vacant position. In filling the position, when no applications are obtained from the department, the City will give job preference to the City employees, if factors including experience, job knowledge and education are equal.

## **ARTICLE X**

### **New Employees**

**Section 1.** New employees, to be defined as newly hired employees of the City, or someone already employed by the City but not previously a member of this bargaining unit, shall be considered as probationary employees for the first year of employment. The City reserves the right to extend any new employee's probationary period, and upon request from the Union, will provide documented reasons for such extension. The City retains the right to terminate an employee at any time during the employee's regular or extended probationary period, without recourse by the Union. The City agrees that all other conditions of employment shall be granted to the probationary employee.

**Section 2.** The City and/or Steward agrees to notify the Union Business Representative of all new employees hired in the classifications stated herein at least ten (10) days within the date of hire. Specific provisions for temporary personnel will be understood between the City and the Union before the date of hire. Under normal circumstances, part-time or temporary employees will not be covered under any of the provisions of this agreement, however exceptions may be made by mutual agreement between the City and the Union.

## **ARTICLE XI**

### **Promotions**

#### **Promotional Requirements for Communications**

1. Requirements for Chief Communications Officer ~ To be eligible for participation in testing for promotion to the rank of Chief Communications Officer, applicant must have both:
  - a. Five (5) years of experience in emergency services; and
  - b. Three (3) preceding years as a full-time Communications Officer with the City of Poplar Bluff Police Department

All promotions will be based on the knowledge and ability of the employee involved to perform the duties of the classification into which they would be promoted. Such abilities and qualifications shall be evaluated by a Promotional Board, comprised of three (3) employees from the Police Department, one (1) employee from the Fire Department, the Human Resources Representative (or their designee), and one (1) external law enforcement-related agency representative, at the discretion of the Police Chief. The Promotional Board shall be charged with reviewing all certifications, training, job performances of the applicants, and results of a written examination that shall be oriented for dispatch applicability (with a maximum of fifty possible points (50 pts.) of their overall total score coming from such test, and a maximum of forty possible points (40 pts.) coming from the interview, a maximum of five possible points (5 pts.) from certifications and / or training [one point for each certificate and one point for each eight (8) hour period of training] that are related to or pertain to the position being applied for, and a maximum of five possible points for seniority [one point is awarded for each year of service, with a maximum of five total possible points], for a total maximum cumulative score of one hundred points (100 pts.) and shall forward their recommendation to the Police Chief for consideration in a timely manner.

For interdepartmental transfers, the employee will retain full City seniority, but the transferring employee will start their new position with zero intradepartmental seniority.

The number of personnel in all classifications shall be determined by management.

## **ARTICLE XII**

### **Employee Transfers**

Section 1. The City reserves the right to transfer personnel without regard to seniority when such transfer is necessary due to the physical condition of one (1) of the employees concerned and when such transfer has been agreed upon between the City and the Union. Nothing herein, however, shall obligate the City to create a job for such employee if the City has no vacant position that they are capable of doing.

Section 2. For any City employee who transfers into a classification covered by this Agreement, they shall be allowed to retain any and all previous earned benefits, including all accrued / accumulated vacation and sick leave, shall continue earning such benefits based on their total City seniority, and shall be allowed to use such benefits as desired and necessary with normal, procedural approval.

## **ARTICLE XIII**

### **Seniority and Reduction in Force**

Section 1. City seniority is an employee's most recent date of employment or reemployment with the City. Seniority will not accrue during a leave of absence without pay. City seniority shall be used for matters involving length of service and benefits accrued thereof. After successful completion of the probationary period, seniority time reverts to the original (and most recent) date of employment.

Section 2. In the event that a reduction in force becomes necessary, probationary, temporary, or part-time employees shall be laid off first. Following that, consideration will be given to the quality of each employee's past performance, the needs of the service, and seniority in determining those employees to be retained. Regular employees who are to be laid off due to reduction in force will be given at least thirty (30) day period of anticipated layoff.

Section 3. Employees in layoff status (other than probationary or part-time employees) shall have recall rights for a period of one (1) year and have preference to openings over new applicants. Recall will be made by certified mail, via the United States Postal Service (USPS) or United Parcel Service (UPS), to the last address in the City's records. The recall notice must be answered personally by the recalled (laid-off) employee within ten (10) calendar days of its delivery for the notice to be effective. Recall from layoff shall be in the reverse order of layoff provided that the employee remains qualified to hold the position. The recalled employee shall be credited with their previous amount of accrued seniority and continue to accrue upon return to employment, but shall not be given credit for time while in layoff status.

## **ARTICLE XIV**

### **Retirement of Employees**

**Section 1.** All employees shall be subject to provisions of Section 120.670 of the Code of Ordinances for the City of Poplar Bluff, Missouri, under the heading of Retirement System (Missouri Local Government Employees Retirement System) and any amendments thereto. Effective January 1, 2014, the City's benefit program shall be the LAGERS L-6 program and shall be non-contributory.

**Section 2.** All employees covered under this Agreement shall participate in the Policeman's and Fireman's pension plan, a defined benefit retirement plan for the employees of the Police and Fire Departments of the City of Poplar Bluff, as it existed on the effective date of this Agreement, and as it may be subsequently amended by City Ordinance. The Union shall be notified of any changes to this pension plan and shall be afforded the opportunity to bargain over any impact and effect of such changes.

## **ARTICLE XV**

### **Leave of Absence**

**Section 1.** The Police Chief, in appropriate circumstances, may grant leaves of absence without pay for a period not to exceed two (2) weeks. If such leave of absence is requested for a longer period of time, not exceeding one (1) year, authorization from the City Manager must be secured.

**Section 2.** Benefits normally accruing to bargaining unit members shall not be provided by the City during the leave of absence.

**Section 3.** A leave of absence without pay shall not be granted in order that the bargaining unit member may accept or seek employment elsewhere.

**Section 4.** A bargaining unit member taking a leave of absence will return with the same seniority they had before taking the leave of absence.

## **ARTICLE XVI**

### **New Employee Requirements & Training**

Section 1. All applicants for the classifications covered under this Agreement shall meet the following criteria prior to being considered for employment:

- Successfully pass a pre-employment background check of the City's choosing, which may include, but is not limited to: Identity Verification, Criminal Background Checks, Credit Background Checks, MVR Reports, Professional License & Education Background Checks, Fingerprint Background Checks, and E-Verify Background Checks
- Competently complete a thirty (30) word per minute (wpm) typing / keyboarding skills test;
- Must be able to achieve a passing score of seventy percent (70%) on the National Dispatching Selection Test, or applicable dispatching test, which includes, but is not limited to Reading Comprehension, Listening, Problem Solving, Prioritizing, and Multi-tasking, and other responsibilities as determined;
- Shall receive a recommendation from the interview board, which shall consist of two (2) personnel from the Police Department and one (1) from the Fire Department, the Human Resources Manager / Director, and one (1) Law Enforcement Officer not directly associated with the City of Poplar Bluff;
- Such candidate shall also receive an approval of employment from a Clinical Psychologist of the Department's choosing.

Section 2. New employees of the Communications Officer classification shall generally have an initial ten (10) week minimum training period with a certified Communication Training Officer (CTO) and shall not be allowed to staff any shift by themselves for a minimum of six (6) weeks following their release from training. By mutual agreement between the City and the Union, to include the Communications Training Officer and the Chief Communications Officer, this ten (10) week minimum training period may be decreased to a minimum of four (4) weeks, based upon the experience and performance of the new employee. Such experience must be in the capacity of a Law Enforcement Officer (LEO), Fire Fighting, or 911-Emergency Dispatching for an alternative employer.

Section 3. Training for the new Communications Officer classification shall be by assignment of the Supervisor, and shall not be performed by the Chief Communications Officer unless no other option is reasonably available. The assigned Communications Training Officer should endeavor to be available for the full initial ten (10) week training period and limit their usage of vacation time, compensatory time, incentive leave, or birthday time during this training period. It is understood that emergencies occur and time off is needed for all employees, and such shall be handled on a case-by-case basis when it arises. Should the original certified CTO be unable to complete the initial ten (10) week training for any reason, the training would be assigned to another certified CTO to complete the training. It is the intention of the City and the Union that Communications Training Officers are rotated as much as the schedule and operation allows in an effort to expose new employees to multiple personnel experiences. These ten (10) weeks of initial training shall be scheduled in accordance with Attachment C – New Employee Training Schedule.

Section 4. The City agrees to pay for all associated training and testing materials for a Communications Officer who desires to become a Communications Training Officer (CTO). All employees hired after January 1, 2021 who desire to become a CTO must have at least one (1) year of employment in the Department with the City and at least three (3) years of overall experience dispatching in related fields (Police, Fire, or EMS).

## **ARTICLE XVII**

### **Working Time**

Section 1. For all regular employees of the bargaining unit, there will be established a regular work schedule setting forth normal off days for each person. The normal work schedule (non-rotating) consists of four (4) consecutive days of work at ten (10) hours each shift, followed by three (3) days off, excepting Employee 7 in the Appendix, commonly referred to as the “floater”. An example of this schedule for the department shall be attached to this Agreement as a reference, and labeled “Attachment A”.

The “rebidding of shifts / schedules” – for all employees who are not classified as a Chief Communications Officer – shall occur when any vacancy occurs within the department, to be implemented as practically possible two (2) weeks following the rebidding process, as well as annually during the first full week of December, to be effective for the following calendar year, and implemented no later than February 1<sup>st</sup>. Such bidding of shifts / schedules shall be by bargaining unit seniority. The trading of shifts shall be allowed by supervisory approval. Should two employees desire to swap schedules for an extended length of time, such provision may be allowed, provided a minimum of thirty (30) days’ notice has been afforded, and if the two (2) affected employees and the Chief Communications Officer all agree, and provided that the City will not incur any increased costs with such action.

The ten (10) hour shifts are intended to compensate employees for all time worked. It is understood and agreed that employees are allowed reasonable time (up to an hour) for breaks (reasonably distributed) and meals, provided that the operations of the department are not negatively impacted by such action. It is agreed and understood that employees will carry a portable radio on their person during breaks and meal times so that they are accessible if needed.

For those situations when a newly hired Dispatcher (Communications Officer) has completed their initial training period, either by completion of the required amount of time per the Collective Bargaining Agreement, or by mutual agreement to be released early from such time, but prior to completing the total of ten (10) total weeks of time (before they can staff any or all of a shift by themselves), the employees on such shift shall be allowed up to a one (1) hour break, as the necessity and operation of the job allows. During such times, employees are allowed to leave the premises (Communications Center), but are required to take with them a portable radio for any given situation which requires an immediate return to the office that the workload demands.

The City agrees to try to maintain a minimum staffing of at least two (2) Communications Officers on duty between the hours of 10:00 a.m. and 2:00 a.m. for all days, excluding break times.

Section 2. Overtime work will not be allowed unless requested and authorized by the employee's supervisor.

Section 3. The City will endeavor to distribute overtime equally among the employees working in the classification where such overtime is authorized.



Section 4. A minimum of two (2) hours' time will be allowed to all employees who are called back to work after having been released from their regular day's work. Time shall begin when the employee reports for work.

Section 5. At least four (4) hours work or four (4) hours regular pay shall be given to an employee who reports for regular schedule or work, unless notified not to report for work as scheduled.

Section 6. Any employee scheduled for work-related travel and who leaves prior to work hours shall receive pay for such actual time associated with such travel.

Employees shall be compensated for travel time for training.

## **ARTICLE XVIII**

### **Wages**

Section 1. That the employees of the Police Department of the City of Poplar Bluff, Missouri, shall receive the following straight-time hourly compensation for their services:

#### **Job Title**

| <b><u>Police Department</u></b>          | <b><u>7/20/2021</u></b> |
|--|-------------------------|
| Communications Officer – after 2 years   | \$18.24                 |
| Communications Officer – after 18 months | \$17.26                 |
| Communications Officer – after 12 months | \$16.44                 |
| Communications Officer – after 6 months  | \$16.06                 |
| Communications Officer – beginning       | \$15.67                 |

The Parties agree to meet during the final sixty (60) days of calendar years 2021 and (if needed) 2022 to review the wage increase to be effective for calendar years 2022 and 2023.

Section 2. Employees who staff the schedule on Attachment A shall receive Shift Differential components as follows:

Employee 5: 50¢ per hour for all compensated hours and compounded for overtime applications (75¢ for time and a half rate and \$1.00 for double time rate)

Employee 6: 75¢ per hour for all compensated hours and compounded for overtime applications (\$1.12 for time and a half rate and \$1.50 for double time rate)

Section 3. Any employee performing duties as a Communications Training Officer (CTO) shall be afforded a shift differential of seventy-five cents per hour (\$0.75/hr.) for all hours served in such capacity. This differential shall be figured into the employee's base wage and shall have the applicable overtime multiplier added to it for any hours worked at the specified overtime rate.

Section 4. Employees temporarily assigned to work that has a lower rate will suffer no reduction in wages.

Section 5. Wages are to be paid weekly. The pay period for each week shall be from Monday through Sunday, and paychecks for that week will be issued on or before the end of the respective employee's following work week.

Section 6. Employees shall not receive advance in pay and upon termination of employment they shall turn in all equipment and City-owned property and will be paid all wages due within ten (10) days. The City reserves the right to withhold appropriate sums equal to the value of unreturned and/or damaged equipment or items of value upon separation. For employees who choose to voluntarily sever employment, their final wages will be disbursed at the next regular pay period.

Section 7. The City agrees that it will endeavor in good faith to maintain a full-time staff of at least eight (8) Communications Officers, including the Chief Communications Officer. It is understood that allowances may need to be recognized for short-notice resignations, retirements, long-term sick leave situations, or other extenuating circumstances. The Union agrees that it will make an earnest attempt to work with the City to maintain an efficient and effective operation of the Department within this asserted commitment by the City.

Section 8. The City agrees to deduct a set amount each pay period from the wages due each employee who has given proper authorization for such deductions by means of a written authorization, which shall be in a form accepted by the City. This deduction shall be for Union dues and forwarded by the City to the Financial Secretary of IBEW Local Union No. 702 no later than the tenth (10<sup>th</sup>) of the following month. Quarterly, a one-time adjustment, as determined by the Financial Secretary of IBEW Local Union No. 702 and provided in writing to the City, of the weekly deduction shall be made to insure proper remittance to the Financial Secretary of IBEW Local Union 702.

## **ARTICLE XIX**

### **Overtime**

Section 1. Employees covered by this Agreement shall occasionally be required to work overtime. If it shall prove necessary for any employee to work beyond the hours established for the standard workday, the employee shall be compensated at the appropriate overtime rate for all additional time worked.

Employees required to work overtime will be paid for their overtime work at an hourly rate equal to one and one-half (1½) times their regular rate of pay, unless such overtime work is on a holiday as identified in this Agreement, and shall be paid at an hourly rate equal to two (2) times their regular rate of pay. Regular, scheduled shifts worked on such holidays are not eligible for this double time (2.0) rate of pay.

In the event there is a problem where an extended amount of time is involved, management will endeavor to (as soon as possible) release the employee assigned to such overtime duty so they would be available for their normal, scheduled, assignments.

Section 2. Employees called in to work outside of their normal schedule will be guaranteed a minimum of two (2) hours' overtime pay as a reporting fee.

## ARTICLE XX

### Vacation

Section 1. Each regular, full-time employee of the City covered by this Agreement, shall receive vacation leave with pay based upon his/her years of service as follows:

| <u>Years of Service</u> | <u>Leave Accumulated</u> |
|-------------------------|--------------------------|
| After 1 year            | 40 Hours                 |
| After 3 years           | 80 Hours                 |
| After 5 years           | 120 Hours                |

Each employee shall accumulate an additional eight (8) hours of leave with pay for each year of service after ten (10) years of service (e.g., eleven (11) years = 128 hours, twelve (12) years = 136 hours, etc.) up to 160 hours for fifteen (15) years of service. At the beginning of the employee's twentieth (20<sup>th</sup>) anniversary year, they will receive an additional forty (40) hours of vacation for a maximum of two hundred (200) hours.

Section 2. Any employee who has not used more than five (5) sick leave hours for a preceding quarter shall have added to their accumulated vacation eight (8) hours for each quarter, with such additional hours being reflected as "incentive leave" on the employee's pay stub. Eight (8) hours earned in the last quarter of the calendar year shall be carried forward and available to said employee for vacation in the following year. Finally, another eight (8) hours of incentive leave will be awarded to all employees who earn all thirty-two (32) incentive leave hours in the preceding calendar year.

New, regular full-time employees are eligible to earn incentive leave on their first full calendar quarter of employment, and are not required to complete their training period to become eligible. The same method of normal accrual will apply.

Section 3. Vacations shall be selected by April 1 of each year. Selection of vacations up to this time shall be by seniority. Employees having more than one (1) week vacation shall be allowed one (1) split during vacation period. Employees splitting vacations shall make their first choice of dates and after selection of vacations has progressed by seniority, they shall then be entitled to their second choice. Employees not selecting vacations by April 1 shall take what vacation periods are available, subject to the department being able to grant same. Employees having more than two (2) weeks' vacation shall be allowed to split vacation time in one (1) week increments more than once.

Section 4. From time to time, it may be to the advantage of the Union and the City to permit one (1) day of vacation to be taken. One (1) day of vacation may be granted by the supervisors provided the City's work schedule is not disrupted and provided such one (1) day of vacation would not cause the City to pay overtime that would not have to be paid if the employee took his/her vacation in the regularly scheduled manner.

The matter of splitting vacations, or any conflict with regard thereto, shall be first referred to the Shop Steward and Supervisor for resolution. In the event that resolution cannot be reached, such matters shall be referred to the Police Chief for final decision.

Section 5. All employees shall take all vacations due within his or her service year. However, if the vacation cannot be taken due to sickness or operational necessity, vacation leave *may* be carried over. A request to carry over leave shall be submitted through the chain of command to the Chief of Police. The Chief of Police will then submit the request to the City Manager who will retain the right to approve or deny the request. The decision rests solely with the City Manager. No more than eighty (80) hours earned vacation is carried over from one year to the next.

Section 6. It is understood and agreed that a Communications Training Officer (CTO) shall generally not be granted scheduled vacation leave during a training period once they have been assigned a Trainee. Any time off requested by a CTO during a training period shall be considered and, as long as operating necessity allows, approved on a case-by-case basis. Should the CTO have previously scheduled, approved vacation, which the City determines the need to be cancelled due to emergency staffing requirements, the City shall consider reimbursement to the CTO for any and all reasonable unrecoverable expenses so associated with previously scheduled, approved vacation period, and the CTO shall be afforded the opportunity to reschedule such cancelled vacation.

Section 7. Should a Communication Training Officer (CTO) have previously scheduled, approved vacation that occurs during a Trainee's initial ten (10) week training period, the Trainee will be assigned work during such vacation period that can be completed without direct supervision of the CTO. This shall include ride-alongs, any Computer-Based Training (CBT) modules required by the City, and other associated items which can be completed without assistance. The City reserves the right to re-assign any Trainee in an effort to ensure a CTO receives their previously approved vacation time referred to in Section 6 above, even if the re-assignment does not qualify for time spent in training and will therefore extend the aforementioned training period by an amount equal to the hours spent in unqualifying assignments or duties.

## **ARTICLE XXI**

### **Holidays**

Section 1. All employees shall receive eight (8) hours of straight time pay, or eight (8) hours of compensatory time, for the following holiday or days legally observed as such:

|   |  |
|---|--|
| New Year's Day (January 1)                  | Martin Luther King's Birthday              |
| President's Day (3rd Monday in February)    | Good Friday                                |
| Memorial Day (last Monday in May)           | Independence Day (July 4 <sup>th</sup> )   |
| Labor Day (1st Monday in September)         | Veteran's Day                              |
| Thanksgiving Day (4th Thursday in November) | Day After Thanksgiving                     |
| *Christmas Eve (December 24 <sup>th</sup> ) | Christmas Day (December 25 <sup>th</sup> ) |

Section 2. Employees required to work overtime on any of the above holidays shall receive double time (2) for all overtime worked.

Section 3. As long as no additional compensation is involved, employees who are scheduled to work on Thanksgiving of any calendar year, shall be off the day after Thanksgiving of such year, but the following year shall be off on Thanksgiving and scheduled to work on the day after Thanksgiving. The same application of this schedule shall also apply to Christmas Eve and Christmas Day holidays.

Section 4. If an employee is absent without acceptable reason to the Police Chief from his/her last regularly scheduled work day preceding or the next regularly scheduled work day following a holiday, he/she shall not receive holiday pay.

Section 5. No employee off work due to illness or disability who has exhausted his/her accrued personal sick leave shall be entitled to holiday pay.

Section 6. Employees shall receive ten (10) hours of straight time pay, or ten (10) hours of compensatory time, for their birthday, or the day on which they observe it.

## **ARTICLE XXII**

### **Sick Leave**

Section 1. All full-time employees shall accrue sick leave at the rate of twelve (12) hours sick leave for every calendar month worked.

Section 2. Sick leave may be accumulated to a maximum of one thousand and forty (1040) hours. An employee who has accumulated the maximum number of sick leave days, and who subsequently exhausts all of those sick leave days as a result of serious illness or injury, shall, upon his/her return to work for ninety (90) uninterrupted working days, be credited for sick leave on a three (3) for two (2) basis until said employee once again reaches the maximum number of sick leave days.

Section 3. Employees shall be eligible for sick leave after ninety (90) days of service. However, sick leave benefits will begin accruing from the day of employment. Sick leave must be earned and credited to an employee's account before sick leave benefits will be paid. No sick leave benefits will be paid in advance.

Section 4. Sick leave hours accrued to date will be carried forward by this Agreement.

Section 5. Sick leave with pay shall not be a right which an employee may demand but a privilege granted to such employee by the City for benefit of the employee who is sick.

Section 6. Sick leave may be granted to an employee if he/she shall be absent from work due to any of the following: Sickness, bodily injury, quarantine, required physical or dental examinations or treatment, exposure to a contagious disease when continued work might jeopardize the health of others.

Section 7. Absence from work resulting from intemperance, immorality, willful misconduct or as the result of injury while working for another employer or acting as a contractor, shall be unpaid and will not be charged against the sick leave of the employee. Employees may elect to utilize vacation pay in these instances if such is available.

Section 8. Claiming sick leave under false pretense to obtain a day off with pay shall be grounds for immediate dismissal from work for cause.

Section 9. To be absent on sick leave, an employee must notify their supervisor as early as practical on the first day of such leave, and those employees classified as shift workers must notify their supervisor at least two (2) hours in advance of their regularly scheduled hour for reporting to work, if possible. A text message from an employee to a Supervisor – who confirms receipt of such message back to the employee – shall be an acceptable form of notification under this Section. Failure to give such notice will result in the absence being charged to leave without pay.

Permission for sick leave for medical examinations, treatments or dental work shall be obtained at least two (2) weeks prior to beginning of leave. Employees covered herein shall be granted up to two (2) days per year of such paid sick leave, without such leave negatively affecting eligibility for incentive and/or bonus hours.

Employees covered herein shall be able to use his or her annual sick leave for emergencies that arise as a result of sickness or accident to a member of the employee's immediate family (meaning spouses, children, stepdaughter, stepson, parents, brothers, sisters, grandparents, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or grandchildren; also, immediate family shall include persons related by blood or marriage residing in an employee's home) or grandchild of which employee is legal guardian (employee to provide proof of legal guardianship) living in the employee's household requiring their attention and for an accident, hospitalization or surgery of a son, daughter or parent not living within the employee's household requiring their attention.



Employees covered herein shall be granted up to eight (8) days [80 hours] per calendar year of their annual sick leave for emergencies that arise as a result of sickness or accident to a member of their immediate family living in the employee's household requiring the employee's attention and for hospitalization or surgery of a son or daughter not living in the employee's household requiring their attention. Time under family sick leave may not be accumulated.

Section 10. If sick leave appears to be abused or when an employee consistently uses their sick leave as it is earned, the City reserves the right to require the employee to furnish a doctor's certificate documenting such illness. The City shall notify the employee claiming sick leave within twenty-four (24) hours of the reported illness that a doctor's certificate will be required to substantiate the application for sick leave. In any event, employees claiming sick leave for three consecutive days will be required to submit a doctor's certificate documenting said illness.

Section 11. The Supervisor shall take prompt and necessary action as may be deemed appropriate when:

1. Injuries on the job become frequent and due to personal carelessness.
2. Recurring periods of illness that indicate a lack of good health or physical fitness.
3. Reasonable grounds for suspecting malingering.

Section 12. Any employee covered by this Agreement found guilty of abusing the sick leave provisions shall have their sick leave canceled for a period of one (1) year in addition to any other penalty which may be imposed.

Section 13. Maternity leave shall be granted under the same conditions as the provisions of the Family Medical Leave Act.

## **ARTICLE XXIII**

### **On-Duty Injury**

Section 1. Any employee injured while on duty shall continue to accumulate seniority during their absence due to such injury and shall be reinstated upon recovery to their former position with full seniority rights, provided they are physically qualified to return to work.

Section 2. Employees who are injured while on duty shall immediately seek first aid, and if injury requires, be taken to a doctor or a doctor be called.

Section 3. The injured employee shall report the accident through the proper, applicable chain of command as soon after an injury as possible, but no later than twenty-four (24) hours following such accident, provided that such ability to report exists.

Section 4. An employee who is disabled because of injury while on duty shall receive their regular straight time rate of pay, less any pay received as workers' compensation, up to twelve (12) weeks. If such disability continues past twelve (12) weeks, no further City compensation will be paid. No employee in any one (1) year period shall be entitled to more than twelve (12) weeks of pay from job injury, regardless of the number of accidents in said year.

## **ARTICLE XXIV**

### **Funeral Leave**

A leave of absence with pay of reasonable duration, not to exceed five (5) scheduled shifts, will be allowed when an employee's husband, wife, son, daughter, stepchild, father or mother dies. Four (4) shifts of absence with pay will be allowed when an employee's sister or brother dies. Three (3) shifts of absence with pay will be allowed to attend the funeral of a father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren of either spouse. One (1) shift of absence with pay will be allowed for the purpose of attending the funeral of an employee's aunt and/or uncle.

## **ARTICLE XXV**

### **Jury Duty**

Employees required to serve on jury duty will be paid their regular wages and shall forfeit any and all jury fees received to the City.

## **ARTICLE XXVI**

### **Employee Benefits**

**Section 1.** The City agrees to pay 100% of the cost of the major medical coverage, as well as vision and dental programs, for those employees selecting the individual coverage plan. For those employees selecting family coverage, the City agrees to pay 100% of the cost of the premium for the individual plan and 66 2/3% of the premium for the family coverage plan.

For regular employees hired on or after the effective date of this Agreement, the City shall pay one hundred percent (100%) of the cost of the premium for the individual plan for the employee and zero percent (0%) for dependent (spouse, child, family) coverage plan. A new employee shall be eligible for coverage on the first day of the month following thirty (30) days of employment.

Should the City Council enact an Ordinance following the effective date of this Agreement, and such Ordinance restores in part or all, the City's payment of dependent coverage for employees hired after the effective date of this Agreement, then this Section shall automatically be amended to reflect such action, and those previously denied dependent coverage shall have such newly enacted allowances afforded them.

**Section 2.** The City shall provide life insurance in the amount of fifteen thousand dollars (\$15,000.00) for all employees covered by this Agreement.

**Section 3.** All employees are to be covered while on the job by the provisions of the Missouri Workers' Compensation Law.

Section 4. Employees who elect to retire at age fifty-five (55) will be allowed to continue in the City's hospitalization and dependent coverage insurance as if they were still employed by the City. The City agrees to pay one hundred percent (100%) of the retiree's health, vision and dental insurance premium for those retirees selecting the individual coverage plan. For those retirees selecting any type of dependent coverage, the retiree shall be responsible for the additional cost. The determining factor for what tier the employee would be covered under would depend on the employee's coverage status at retirement and existing health insurance requirements. The employee may continue in such hospitalization and dependent coverage plan under these terms until such time as the employee reaches age sixty-five (65) and becomes eligible for Medicare or upon the death of the employee. No benefits would be extended to the employee's family after the employee reaches age sixty-five (65) or is deceased, other than benefits provided under Federal and State laws. This ten (10) year range would adjust as the eligibility for Medicare may adjust, i.e., if to be eligible for Medicare employees had to be sixty-six (66) or sixty-seven (67), the low end of the range would change to fifty-six (56) or fifty-seven (57).

For employees hired after the effective date of this Agreement, there will be no retirement insurance paid for by the City.

Should the City Council enact an Ordinance following the effective date of this Agreement, and such Ordinance restores in part or all, the City's payment of retiree insurance coverage for employees hired after the effective date of this Agreement, then this Section shall automatically be amended to reflect such action, and those previously denied City-paid retiree insurance coverage shall have such newly enacted allowances afforded them.

Section 5. Employees who retire within the guidelines of this contract, and the LAGERS L-6 plan, shall be allowed to take time off earlier than those guidelines require by using forty percent (40%) of all accumulated sick leave time and shall receive a normal full City paycheck during that time (40% of accumulated sick leave) prior to actual date of retirement. There will be no City benefits earned while taking off the forty percent (40%) of accumulated sick leave prior to actual retirement.

Section 6. It is understood and agreed that all employees hired prior to the effective date of this Agreement will retain the City-paid insurance premiums described in Section 1 and Section 4 of this Article, unless otherwise negotiated and mutually agreed to by the City and the Union.

## **ARTICLE XXVII**

### **Appearance & Dress Code**

Section 1. All employees will be required to appear for duty in a manner consistent and proper with the responsibilities of their position.

Section 2. The City and Union recognize that the culture of the public continues to change and evolve, with a growing acceptance for personal appearance choices that were once thought to be objectionable. To that end, the Parties recognize and agree that, during normal operations, the employees covered by this Agreement generally do not have physical contact or interaction with others outside of this Communications Department. Therefore, the acceptance on physical appearance of the employees continues to expand, and it is the intent of City and the Union to allow for individual expression, so long as it is tasteful and does not interfere with the performance of an employee's job duties. This includes, but is not limited to: tattoos, body piercings (with the exception of tongue / oral piercings which tend to alter a person's speech and makes it difficult for conversational comprehension), hair coloring and styling, and ear gauges. It is not the intent of this Section to allow for poor hygienic habits, and employees are expected to be respectful of their co-workers as employees utilize a shared workspace.

Section 3. Employees shall be allowed to wear "civilian clothing", provided it is neat and clean in appearance. For the purposes of this Article, "civilian clothing" shall be interpreted to include, but may not be limited to, jeans, leggings, knee-length skirts, capri-style pants, collared shirts and appropriate non-collared shirts / blouses (low-cut, tank tops, and "sheer" material tops are not acceptable), including hooded sweatshirts, hats, and tennis shoes and open-toed footwear, provided that all items are presentable in nature and do not contain any holes or tears that would reveal undergarments or inappropriate areas of the body, rips, or offensive graphics or language. Any questionable, holiday, or special event / occurrence attire shall be approved by the Supervisor in advance. The City reserves the right to revisit these allowances should the Dispatch Office be relocated during the term of this Agreement.

For those times when employees are expected to have contact with the public, such as trainings and/or meeting purposes, they shall wear clothing which is appropriate to the type of duties and citizen contact expected, or as approved by the Chief of Police or the Chief Communications Officer. Civilian business attire in these types of situations is to mean, as a minimum, a polo-type shirt with appropriate logos visible and either khaki, black, or navy-blue type dress pants, with a casual type of dress shoe (a clean, neutral colored tennis shoe with no fluorescent markings shall be allowed), and shall be worn for all department related activities unless exempted by the Chief of Police or their immediate supervisor.

## **ARTICLE XXVIII**

### **Meals**

**Section 1.** Employees claiming reimbursement for meals shall turn in all itemized receipts for such meals, and shall fill out a standard statement or report stating the date and time of the trip away from home, purpose of the trip, and the statement or report shall be countersigned by the head of his/her department certifying that the trip was necessary that it be made at the time it was made.

**ARTICLE XXIX**  
**Duration of Agreement**

**Section 1.** This agreement shall be effective as of July 20<sup>th</sup>, 2021, and shall continue in full force and effect until, and including, December 31, 2023.

**Section 2.** This agreement shall automatically be renewed from year to year unless either party shall have notified the other in writing at least ninety (90) days prior to the annual anniversary date that it desires to modify the agreement. In the event that such notices are given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

**Section 3.** It shall be the intention of the Parties to this Agreement that, should any situations arise that are not covered by the terms of this Agreement, that they shall meet in good faith and a timely manner to resolve such matters to a reasonable satisfaction.

**Section 4.** Changes to this Agreement, mutually agreed to, may be made at any time.

CITY OF POPLAR BLUFF

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 702

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MAYOR

---

BUSINESS MANAGER

ATTEST:

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BUSINESS REPRESENTATIVE

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CITY CLERK

# ATTACHMENT A

## Work Schedule / Shifts Examples

### POPLAR BLUFF POLICE TELECOMMUNICATION DIVISION

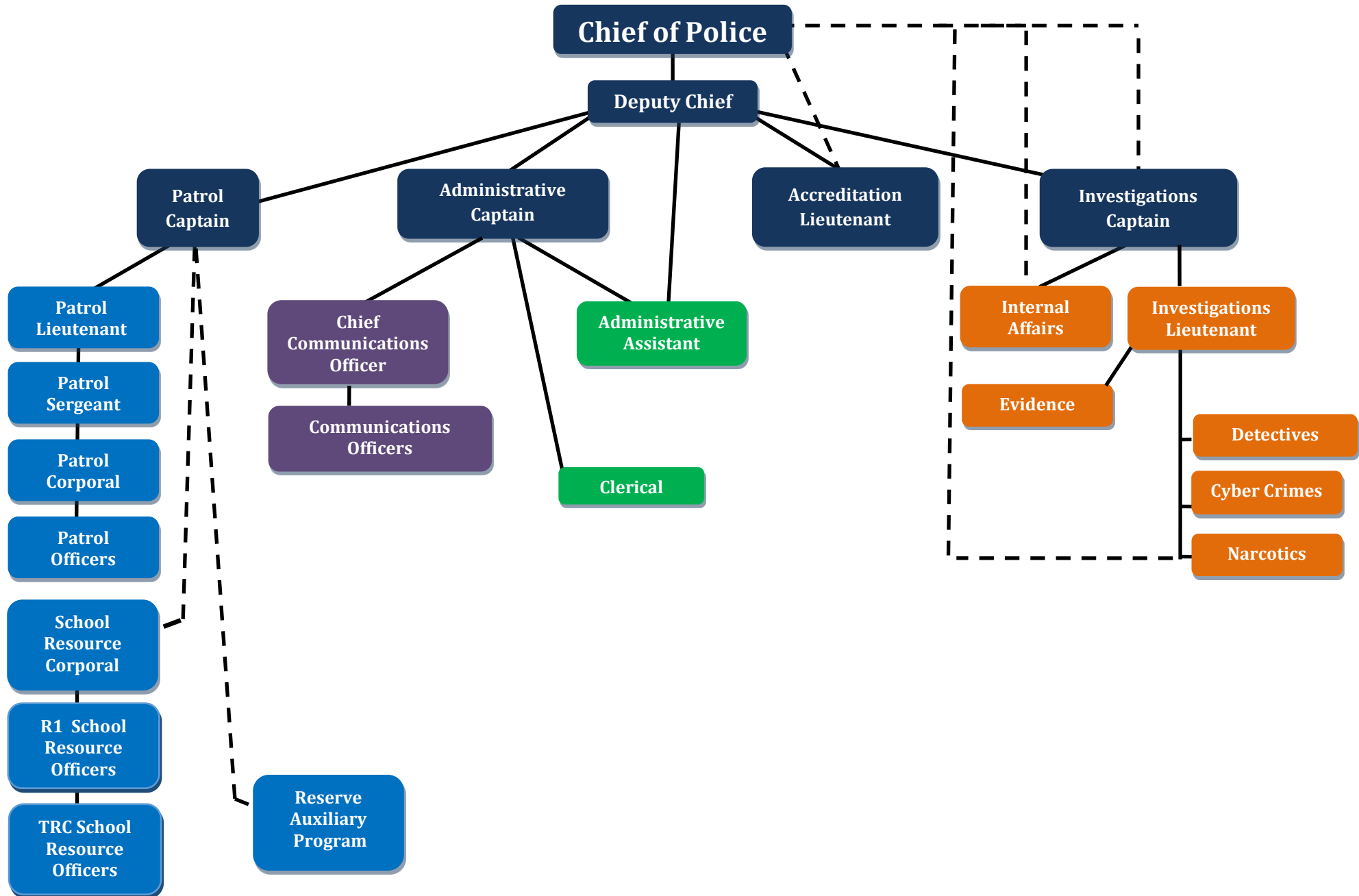
HOLIDAY

SAMPLE

|                            | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  |
|----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                            | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED |
| <b>Chief Comm. Officer</b> | Off | 6   | 6   | 6   | 6   | Off | Off | Off | 6   | 6   | 6   | 6   | Off | Off | Off | 6   | 6   | 6   | 6   | Off | Off | Off | 6   | 6   | 6   | 6   | Off | Off | Off | 6   | 6   |
| <b>Employee 1</b>          | 6   | 10  | Off | Off | Off | 6   | 6   | 6   | 10  | Off | Off | Off | 6   | 6   | 6   | 10  | Off | Off | Off | 6   | 6   | 6   | 10  | Off | Off | Off | 6   | 6   | 6   | 10  | Off |
| <b>Employee 2</b>          | 10  | Off | Off | Off | 10  | 10  | 10  | 10  | Off | Off | Off | 10  | 10  | 10  | 10  | Off | Off | Off | 10  | 10  | 10  | 10  | Off | Off | Off | 10  | 10  | 10  | 10  | Off | Off |
| <b>Employee 3</b>          | Off | Off | 10  | 10  | 16  | 16  | Off | Off | Off | 10  | 10  | 16  | 16  | Off | Off | Off | 10  | 10  | 16  | 16  | Off | Off | Off | 10  | 10  | 16  | 16  | Off | Off | Off | 10  |
| <b>Employee 4</b>          | 16  | 16  | 16  | 16  | Off | Off | Off | 16  | 16  | 16  | 16  | Off | Off | Off | 16  | 16  | 16  | 16  | Off | Off | Off | 16  | 16  | 16  | 16  | Off | Off | Off | 16  | 16  | 16  |
| <b>Employee 5</b>          | Off | Off | Off | 20  | 20  | 20  | 16  | Off | Off | Off | 20  | 20  | 20  | 16  | Off | Off | Off | 20  | 20  | 20  | 16  | Off | Off | Off | 20  | 20  | 20  | 16  | Off | Off | Off |
| <b>Employee 6</b>          | 20  | 20  | 20  | Off | Off | Off | 20  | 20  | 20  | 20  | Off | Off | Off | 20  | 20  | 20  | 20  | Off | Off | Off | 20  | 20  | 20  | 20  | Off | Off | Off | 20  | 20  | 20  | 20  |
| <b>Employee 7</b>          | Off | Off | Off | 8   | 8   | 18  | 18  | Off | Off | Off | 8   | 8   | 18  | 18  | Off | Off | Off | 8   | 8   | 18  | 18  | Off | Off | Off | 8   | 8   | 18  | 18  | Off | Off | Off |



**ATTACHMENT B**  
Organizational Chart



## **ATTACHMENT C**

### **New Employee Training Schedule**

The following schedule shall be used as the Training Schedule for any new hires that enter the Department as a Communications Officer:

|                                    |   |
|------------------------------------|---|
| First three (3) weeks of Training: | 20:00 – 06:00   |
| Next four (4) weeks of Training:   | 10:00 – 20:00 and 16:00 – 02:00   |
| Final three (3) weeks of Training: | 06:00 – 16:00 with at least one day per week on a Monday, Tuesday, or Wednesday |

If there is an agreement to “fast track” new Communications Officers, the following Training Schedule shall be utilized:

|                                  |   |
|----------------------------------|---|
| First week of Training:          | 20:00 – 06:00   |
| Next week of Training:           | 10:00 – 20:00 and 16:00 – 02:00   |
| Final two (2) weeks of Training: | 06:00 – 16:00 with at least one day per week on a Monday, Tuesday, or Wednesday |