

AGREEMENT



**Between the CITY OF KALISPELL,
Flathead County, Montana, and the
KALISPELL POLICE ASSOCIATION,
July 1, 2014 through June 30, 2017**

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THIS AGREEMENT made and entered into this ____ day of May, 2014, by and between the CITY OF KALISPELL, Flathead County, Kalispell, Montana, hereinafter referred to as the “Employer” and the KALISPELL POLICE ASSOCIATION, hereinafter referred to as “Association”.

PURPOSE

This Agreement is entered into pursuant to and in compliance with the Montana Public Employees’ Collective Bargaining Law, Title 39, Chapter 31, MCA, as amended, hereinafter referred to as the “Act,” to provide the terms and conditions of employment for employees that are covered by this Agreement and for the duration of this Agreement.

DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT

Terms and Conditions of Employment shall mean wages, hours, fringe benefits, and other conditions of employment subject to those limitations defined as management rights and prerogatives by the Act.

SECTION 2. CITY

The term “City” shall mean City of Kalispell, Kalispell, Montana, the employer.

SECTION 3. POLICE OFFICERS

The terms “Police”, “Police Officer” or “Officers” as used herein shall mean a member of the appropriate unit as defined in this Agreement.

ARTICLES OF AGREEMENT

ARTICLE I:

A - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION

In accordance with the Act, the City recognizes the Association as the exclusive representative of all sworn police officers employed by the city, which exclusive representative shall have those rights and duties as prescribed by the Act and as described in this Agreement.

SECTION 2. APPROPRIATE UNIT

The exclusive representative shall represent members of the appropriate unit that shall consist of sworn police officers, but shall exclude the following: Chief of Police and Captains.

B - POLICE OFFICERS AND EXCLUSIVE REPRESENTATIVE RIGHTS

SECTION 1. INFORMATION

The City agrees to furnish to the exclusive representative upon written request to the Chief of Police such information, or access to such information, as is not confidential and is available and appropriate, provided the exclusive representative reimburses the City for the cost of providing such information.

SECTION 2. MEETINGS

The exclusive representative shall have the right to use available offices at the City Hall at reasonable hours for meetings.

SECTION 3. EXCLUSIVE REPRESENTATIVE BUSINESS LEAVE

- A. The Association will be granted ten (10) days leave with pay to attend state, regional, and national meetings and conventions. This leave is mutually beneficial to both the Association and the Kalispell Police Department.
- B. Notice of intended use of exclusive representative business leave shall be given to the Chief of Police by the exclusive representative at least seven (7) days in advance of usage, except in cases of emergency. This leave may not be granted if, in the opinion of the city, such leave would create a hardship on the remaining members of the Police Department.
- C. As appropriate, training and information gleaned from said leave shall be shared upon return, for benefit of the Kalispell Police Department.

SECTION 4. RESIDENCY REQUIREMENTS

Officers hired after July 2007 will be required to reside within three (3) air miles or be able to respond to the City of Kalispell within fifteen (15) minutes from his or her residence.

ARTICLE II: CITY RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS

The exclusive representative recognizes that the City is not required to and is not permitted to meet and negotiate on matters of managerial prerogatives, which include but are not limited to the following: directing employees' hiring, promoting, transferring, assigning, and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; maintaining the efficiency of government operations; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the Police Department in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions and prerogatives, not expressly delegated in this Agreement, are reserved to the City.

SECTION 2. MANAGEMENT RESPONSIBILITIES

The parties recognize the right and obligation of the City to efficiently manage and conduct the operation of the City within its legal limitations and with its primary obligation to provide a proper service to the community.

ARTICLE III: 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 or City Manager. 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 insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the City, all employees covered by this Agreement, and all provisions of this Agreement are subject to the law of the State of Montana, Federal Laws, and valid rules, regulations, and orders of State and Federal governmental agencies. By making reference to state and/or federal rules, regulations and/or orders, the parties specifically agree that references do not incorporate any of the state or federal rules, laws, regulations or orders into this agreement. Any provision of this Agreement found to be in violation of any such laws, rules, and regulations, directives, and orders shall be null and void and without force and effect.

ARTICLE IV: PROHIBITED PRACTICES

SECTION 1.

No employee shall be favored or discriminated against, whether by the Association or the Employer because he maintains or terminates membership in the Association, holds any office in the Association, bargains for the Association, files a grievance or for any other form of lawful concerned activity.

SECTION 2.

The employer, the association, and their agents are prohibited from restraining or coercing employees in the exercise of their rights to join or not to join the association, to maintain or to terminate membership in the association, or to individually present a grievance.

SECTION 3.

The Employer will not aid, promote or finance any other labor group or organization, which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association during the term of the Agreement.

ARTICLE V: HOURS OF WORK AND OVERTIME

SECTION 1. STARTING TIMES AND WORK SCHEDULES

- A. Individual shift assignments shall be available for bidding, based on seniority, on a yearly basis.
- B. Officers will make their shift preferences known on a form provided by the Chief. Officers who fail to submit any bid selection choice by the set deadline will be assigned to a shift by the Administration.
- C. Officers will make two selections, their first and second choice. Based on seniority and department needs, assignments will be made.

SECTION 2. SHIFT ROTATION

The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times. Employees will be notified at least twenty-four (24) hours prior to any change from their normal scheduled tour of duty. In the case of an employee being on his regular scheduled days off, he will be personally notified of any change to his regular report back time. If this is not possible, the supervisor in charge of scheduling work time will make an alternate change with another member.

SECTION 3. TRAVEL TIME

In the event an employee is directed by the Chief of Police to attend training schools, time spent traveling to attend school, or a job related training session away from the City, and return, shall be counted and compensated.

SECTION 4. OVERTIME

Overtime shall consist of any hours worked (including vacation, holiday, sick leave and comp time used in lieu of regularly scheduled shifts) by the employee at the direction of the City in excess of eighty (80) hours in a fourteen (14) day calendar work period. Before working any overtime, the employee must be directed to work the overtime by the authorized supervisor. Overtime pay shall be paid at the rate of one and one half (1 and 1/2) times the employee's regular hourly rate of pay. By mutual agreement between the City and the employee, before the overtime is worked, the employee may earn compensatory time at one and one-half hours for each hour of overtime worked as prescribed by the Fair Labor Standards Act (FLSA).

SECTION 5. CALLBACK OVERTIME

Callbacks for overtime payment will be made when overtime is not contiguous with an employee's regular shifts.

SECTION 6. MINIMUM CALLBACK OVERTIME PAY

In the event overtime is not an extension at the beginning or end of a normal shift, the minimum pay shall be the sum equivalent of two (2) hour's base pay at the overtime rate of pay of one and one-half (1 and 1/2). If work continues beyond two (2) hours, actual hours worked shall be computed at time and one-half the applicable rate of pay. For any callback specifically related to court duty, the minimum pay shall be for three (3) hours under the provisions of this section.

SECTION 7. SHIFT CHANGE COMPENSATION

- A. When an employee is requested or ordered to work on the employee's regularly scheduled day off in lieu of a regularly scheduled day of work, the employee will received two (2) hours of additional overtime pay.
- B. When an employee is requested or ordered to change his or her regularly scheduled shift within a regularly scheduled work day, the employee shall receive the highest shift differential of the shift he or she was scheduled to work and shift he or she actually works. (For example, if an employee who is assigned to work the night shift is ordered to work the day shift, that employee will receive the night shift differential.)
- C. If an officer's schedule is changed to allow them to attend a formal school/training the city is exempt from paying the shift change compensation as noted above.

SECTION 8. HOURS OF WORK

- A. Other than for extenuating circumstances and notwithstanding the eighty (80) hour schedule for payroll purposes; the normal working hours shall be the equivalent of forty (40) hours per week for 52 weeks (2080 hours per year.) The normal working hours shall be four (4) ten (10) hour days, with three (3) consecutive days off in a seven (7) day period.
- B. Those employees who are assigned to be School Resource Officers shall be allowed to work five (5) eight (8) hour shifts with days off being Saturday and Sunday.

ARTICLE VI: SALARIES

SECTION 1. PAY SCHEDULE

Salaries to be paid by the City to the employees in the bargaining unit during the period of this Agreement, subject to the expressed provisions of Article XVII of this Agreement, are set forth in Schedule "A" attached hereto and by reference made a part of this Agreement and shall be effective July 1st of each year.

SECTION 2. ADVANCED EDUCATION

Employees possessing an Associate of Arts/Sciences or Bachelor of Arts/Sciences degree from an accredited college or university in law enforcement or a related field &/or the Advanced Law Enforcement Certificate shall receive an additional sum of three percent (3%) to be calculated on the base pay. To qualify, an employee must submit to the City a certified copy of the institution's official transcript conferring the degree or Advanced Certificate. Employees qualifying for the educational increment during the term of this Agreement shall be compensated from the first day of the month next succeeding attainment of the appropriate degree.

SECTION 3. MASTER PATROL OFFICER

- A. Employees shall receive an amount equal to two percent (2%) of base pay for achieving the rank of Master Patrol Officer, hereinafter referred to as "MPO". To qualify and remain a MPO, employees must:
 - a. Have attended a first line supervisory training course;
 - b. Have completed four years of service as a police officer with the City; and,
 - c. Be an active participant in at least one of the recognized special teams or the duties listed below (this list is not all-inclusive and additions to it may be made by the Chief of Police)

- i. Departmentally recognized instructor
 - ii. Field Training Officer
 - iii. Major Case Unit
 - iv. Motorcycle Patrol
 - v. Special Response Team
 - vi. Drug Task Force
 - vii. Negotiator
 - viii. Detective (to compensate for on call time).
- B. Employees who come to work for the Kalispell Police Department after having worked as a sworn peace officer for another law enforcement agency and who successfully complete the one (1) year of probation, shall receive up to three (3) years of experience credit for their previous experience (for a total of four (4) years of experience) for the purpose of qualifying for the rank of MPO.
- C. In the absence of a shift sergeant the most senior MPO of that shift, unless otherwise designated, will assume the role of sergeant without increased pay for the first sixteen (16) shifts per unplanned extended leave event by the Sergeant. To be a qualifying event the Sergeant's leave must be consecutive. After sixteen (16) shifts the MPO will receive 'Sergeant 1 rank pay'. Compensation at the sergeant's rate only applies to those shifts actually worked in which the Acting Sergeant is supervising their shift or until the sergeant returns or is replaced.
- D. In the event of planned/ scheduled leave by a sergeant in excess of sixteen (16) consecutive shifts the senior MPO of that shift, unless otherwise designated, is appointed as Acting Sergeant and is to be compensated at 'Sergeant 1 rank pay'. Compensation at the sergeant's rate only applies to those shifts actually worked in which the Acting Sergeant is supervising their shift or until the sergeant returns or is replaced.

SECTION 4. STEP INCREASE

- A. Following their seventh year of police officer experience, employees shall receive an amount equal to three percent (3%) of base pay.
- B. Employees who come to work for the Kalispell Police Department after having worked as a sworn peace officer for another law enforcement agency and who successfully complete the one (1) year of probation, shall receive up to six (6) years of experience credit for their previous experience (for a total of seven (7) years of experience) for the purpose of qualifying for the step increase provided for in this Section.

SECTION 5. LATERAL TRANSFER EXPERIENCE

- A. In order to be eligible for the experience credits provided for Sections 3 and 4, employees must have a current and valid transferable POST law enforcement basic certificate.
- B. The experience credits for work for another law enforcement agency provided for in Section 3 and 4 shall be used only for the purpose of achieving the rank of Master Patrol Officer under Section 3 and for receiving the step increase under Section 4. The employer shall not recognize experience with any other law enforcement agency for the purpose of seniority and longevity. Seniority and longevity within the Kalispell Police Department will continue to be based on the date of hire with the Department.

SECTION 6. TEAM LEADER PAY

- A. Employees shall receive an amount equal to two percent (2%) of base pay for serving in the following leader/coordinator positions:
 - a. SRT Team Leader
 - b. Firearms Range Master
 - c. Field Training Coordinator
 - d. Major Crimes Unit Coordinator
 - e. School Resource Officer Coordinator
 - f. Senior Intoxilizer Coordinator
 - g. Reserve Coordinator
 - h. Volunteers In Police (VIP) Coordinator
- B. Team Leader/Coordinator pay does not compound if an employee is on more than one team.
- C. The Chief reserves the right to add, delete or re-assign team(s), coordinator(s)/team leader(s) and special assignment(s) based on the needs of the department

SECTION 7. ACCRUED COMPENSATORY TIME

- A. Employer agrees to allow covered employees to cash in up to forty (40) hours of accrued compensatory time, with notice given by Employee to Employer on or before January 15th of each year to be paid to Employee by separate check on or before August 1 that same year.
- B. Notwithstanding paragraph a, above, any police officer accumulating 440 or more hours of compensatory time may cash an additional forty (40) hours of compensatory time, with notice given by Employee to Employer on or before January 15th of each year to be paid to Employee by separate check on or before August 1 that same year.

SECTION 8. SHIFT DIFFERENTIAL

- A. Beginning July 1, 2007, a shift differential shall be paid as follows:
- a. Any shift that starts on or after 1400 hours and before 1900 hours will receive an extra \$.75 per hour.
 - b. Any shift that starts on or after 1900 hours and before 0500 hours will receive an extra \$1.50 per hour.
 - c. Shift differential applies to all hours including vacation and holidays.

SECTION 9. FIELD TRAINING OFFICERS

Field Training Officers (FTO) shall earn 1 ½ hours of comp time per day when working with a trainee or intern. FTO shall earn comp time at the rate of .15 hours per 1.00 hour worked when working with a trainee or intern.

ARTICLE VII: LEAVES OF ABSENCE

SECTION 1. SICK AND BEREAVEMENT LEAVE

- A. The earning rate for sick leave shall be as set forth in state law, Section 2-18-618 MCA.
- B. Sick and bereavement leave with pay shall be allowed an employee who is absent for any of the following reasons: (1) Because of and during illness or injury incapacitating the employee to perform his work, (2) Because of illness or death in the “immediate family” requiring the attendance of the employee. Sick and bereavement leave for any such reason shall be limited to a maximum of three (3) days for illness and five (5) days in the event of death in any one instance. This does not include necessary travel time to the scene. “Immediate family” shall mean: spouse, children, mother, father, sisters, brothers, foster parents, and immediate family of any of the above; and (3) Absence for dental, optical care or treatment, or medical examination (except when required by the City), shall be charged to sick and bereavement leave. The Chief of Police may require medical verification for such absence.
- C. Illness that occurs during an employee’s vacation shall be charged off to sick and bereavement leave. A written medical verification or proof of illness will be required to charge to sick and bereavement leave.
- D. Applicable state laws shall govern any injury occurring while an officer is on the job drawing salary from the City.

SECTION 2. SICK LEAVE POOL AND GRANTS

- A. The Kalispell Police Association may under this Agreement institute a sick leave pool program by which employees covered by this Agreement may contribute accrued sick leave hours to a pool and request that sick leave hours be provided from the pool, subject to the following:
 - a. Contributions to the sick leave pool by covered employees may only be made, voluntarily and irrevocably, in eight (8) hour increments, subject to a forty (40) hour per year maximum, and the amounts so contributed shall be deducted from employee's accrued sick leave carried by the City.
 - b. The Kalispell Police Association shall administrate the granting of sick leave benefits to covered employees from the pool, provided that no covered employee shall receive more than two hundred and forty (240) hours of pool benefits in any twelve-month period.
 - c. A covered employee is not eligible to receive sick leave from the pool unless and until he/she has exhausted all accrued sick leave, vacation leave, other paid leave and compensatory time.
 - d. A covered employee is not eligible to receive sick leave from the pool if that employee is on workers' compensation or is no longer employed by the City because of resignation, retirement, discharge or lay off.

SECTION 3. JURY DUTY

Jury Duty shall be governed by Section 2-18-619, MCA, as amended.

SECTION 4. ANNUAL VACATION

- A. Vacation shall be accrued in accordance with the following schedule:

<u>YEARS OF EMPLOYMENT</u>	<u>WORKING HOURS CREDIT</u>
1 day through 10 years	120
11 years through 15 years	144
16 years through 20 years	168
21 years on	192

- B. The minimum vacation time allowed to be taken by an employee will be one (1) hour.
- C. Vacation time shall not accrue during any leave of absence without pay.
- D. Annual vacation may be accumulated to a total not to exceed twice the annual earning rate as of midnight, December 31, of any year.

- E. The Chief of Police shall arrange or cause to be arranged vacation time for employees on such a schedule as will least interfere with the functions of the Police Department.
- F. On the death of an employee in active service, pay will be allowed for any vacation earned and not taken prior to the death of such employee.
- G. An Officer who terminates employment is entitled upon the date of termination to cash compensation for unused vacation leave, assuming that the Officer has worked the qualifying period.
- H. Vacations will be taken between January 1 and December 31. Vacation time may be split. In cases where vacation time is split, seniority shall govern with respect to one of such periods.

SECTION 5. EMERGENCY LEAVE

- A. An employee may be granted a leave, at the discretion of the Chief of Police, of no more than one (1) day per year, non-accumulative, the day to be deducted from sick and bereavement leave, for emergency situations that arise requiring the employee's personal attention which cannot be attended to when work is not in session and which are not covered under other provisions of this Agreement.
- B. Requests for emergency leave must be made in writing to the Chief of Police at least three (3) days in advance, whenever possible. The request shall state the reason for the proposed leave. The Chief of Police reserves the right, in his sole discretion, to refuse to grant such leave if under the circumstances involved, he determines such leave should not be granted. All leaves must have prior approval, and at no time shall more than one (1) employee be granted emergency leave.

SECTION 6. MEDICAL LEAVE

- A. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available shall, upon request, be granted a medical leave of absence, without pay, up to six (6) months. The Employer may, in its sole discretion, renew such leave.
- B. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the conditions of health and estimated time at which the employee is expected to be able to assume his normal responsibilities.

SECTION 7. GENERAL LEAVE

- A. Employees with a minimum of five (5) years of experience in the Police Department may apply for an unpaid leave of absence, subject to the provisions of this Section. The granting of such leave shall be at the sole discretion of the Employer.
- B. With respect to all leave sections heretofore set out, the employee returning to work shall be offered employment at the same rank the employee had before the leave.

SECTION 8. MILITARY LEAVE

- A. Any employee who enlists or is called for military service will be granted military leave without pay. Any six (6) month employee who is a member of the Armed Forces, their service components, or the National Guard, will be granted leave with pay, not to exceed fifteen (15) workdays per calendar year for the required training duty. This covers weekly and weekend drills and annual tour when ordered by the military authorities. Such leaves will be granted by the Employer upon prompt employee’s presentation of the official notice of the military unit concerned.
- B. With respect to all leave sections heretofore set out, the employee returning to work shall be offered employment at the same rank the employee had before the leave.

SECTION 9. PERSONAL LEAVE

One (1) day of paid personal leave per contract year is to be made available to unit members to attend to personal business. Three (3) days notice to the supervisor is required for this non-accruable day. Granting of the day’s leave to a unit member is contingent upon the shift work being covered by the remainder of the employees on shift so that no substitute help would have to be hired.

ARTICLE VIII: HOLIDAYS

SECTION 1. The following are established as city holidays for the duration of this Agreement:

- | | | |
|-----|--------------------------|------------------------------------|
| 1) | New Year’s Day | 1st day of January |
| 2) | Martin Luther King’s Day | 3rd Monday in January |
| 3) | President’s Day | 3rd Monday in February |
| 4) | Memorial Day | Last Monday in May |
| 5) | Independence Day | July 4 |
| 6) | Labor Day | 1st Monday in September |
| 7) | Veterans’ Day | November 11 |
| 8) | Thanksgiving Day | 4th Thursday in November |
| 9) | Day After Thanksgiving | 4 th Friday in November |
| 10) | Christmas Day | December 25 |
| 11) | State Election Day | Even numbered years |

SECTION 2.

- A. In the event, the legislature of the State of Montana or the City Council of the City of Kalispell shall hereafter by law or ordinance establish any holidays in addition to the ones enumerated above, the holiday, so established shall be granted to employees covered by this Agreement.
- B. Officers shall receive paid holiday leave for each holiday. Those officers working uniform patrol shifts shall receive another day off for the holiday or may elect to receive equivalent pay at the regular rate.
- a. The number of hours of holiday leave shall be the same as the officer's longest regularly assigned shift in the pay period in which the holiday occurs.
 - b. Holiday leave may be used at the officer's discretion, subject to the approval of the Chief of Police.
 - c. Officers will be paid at double-time when called in on a holiday that was scheduled for them to be off, provided however, that at the officer's discretion, the officer may elect to take an equal number of hours off for the holiday.
 - d. Holiday leave must be used in the fiscal year in which it is earned.
 - e. Holiday leave may not be carried over from year to year.
 - f. By April 1 of each year, officers must submit a request to use their accrued but unused holiday leave by the end of the fiscal year. In the event the holiday leave cannot be scheduled, it will be paid out.
 - g. The officer electing to receive money instead of a day off must notify the department of their election, as noted in Section 2 B, by January 15th of each year, to be paid in the next fiscal year. Failure to give notice of their election will result in the officer receiving the time off.
 - h. Officers electing to receive pay as noted in Section 2 B will receive that pay the first pay period in the new fiscal year.
 - i. Any officer who receives compensation for a holiday(s) as noted in Section 2 B, and leaves employment with the City prior to the actual holiday(s) is responsible to reimburse the City for those holidays.

ARTICLE IX: RESERVE OFFICER PROGRAM

SECTION 1. INSTITUTION, TRAINING AND SUPERVISION

- A. The City may establish a reserve officer program consistent with the requirements of Montana law. Training for the reserve officers shall meet the requirements of Montana law and must include a mandatory field-training program approved by the Kalispell Police Department.
- B. All reserve-officers are subordinate to full-time Police Officers. Reserve officers are not members of the bargaining unit covered by this agreement. Consistent with Section 7-32-221, MCA, reserve officers serve at the pleasure of the Kalispell Police Chief and may be terminated at any time by the Police Chief by written notification without cause.
- C. It is not the intent of the parties that the City will regularly assign reserves to duties that will require them to be outside the immediate presence of a full-time police officer. However, both parties recognize that circumstances may occur that will require reserves to be outside the full-time officer's immediate presence while still remaining within the immediate span of control of the full-time officer within reasonable limits.
- D. The City must make all reasonable efforts to offer overtime shifts to Police Officers before offering them to reserve officers.

ARTICLE X: VACANCIES AND PROMOTIONS

The Employer shall endeavor to fill City-declared vacancies within ninety (90) days and where relative or substantial abilities and qualifications are equal, the Employer shall promote from within the Police Department prior to seeking outside employment sources.

ARTICLE XI: METROPOLITAN POLICE

The parties hereby agree that they are subject to provisions of the Metropolitan Police Law, as set forth in Section 7-32-105, et seq., MCA, as amended.

ARTICLE XII: BULLETIN BOARD

The Employer agrees to furnish a bulletin board for the use of the Association for non-political activities. The bulletin board is to be used only for notices of Association meetings, Association business, elections and results, and social functions in connection with the local Association. The Association shall designate a person who shall be responsible for all notices posted on the board.

ARTICLE XIII: HEALTH EXAMINATIONS AND REQUIREMENTS

SECTION 1.

Each employee covered by the Agreement must maintain a medically acceptable physical fitness commensurate with the duties and requirements of the position he occupies. This may include demonstrating such condition by a physical examination.

SECTION 2.

Whenever the City shall require a physical examination in connection with this section, or any other provision of this Agreement, the same shall be at the City's expense. Such examination shall be scheduled during the officer's on-duty time.

ARTICLE XIV: EMPLOYEE FRINGE BENEFITS

SECTION 1. MEDICAL INSURANCE

- A. The City shall determine the insurance carrier and contribute an amount each month toward Health Insurance Coverage as determined by the employee's status (single, two-party, single with children, or family) in an amount that is equal to the City's contribution for the health insurance contract. However, if the City enters into a Health Insurance contract that causes the monthly premiums to increase, the City shall pay at least one-half of such increase and the employee shall pay no more than one-half of such increase. Likewise, in the event the City enters into a Health Insurance contract that causes the monthly premiums to decrease, the City and employees shall divide the benefit of such premium decrease so that the employees receive at least half of the premium decrease.

2014-2015 Rates

	Rate	City	Employee
Single	\$ 595	595	-
Employee/Children	\$ 1,041	845.32	196.11
2-party	\$ 1,192	945.57	246.64
Family	\$ 1,630	1,271.78	357.75

- B. During the term of this Agreement, the benefits provided by the Health Insurance Coverage may be changed or reduced if the City and the Association agree.
- C. The City agrees to cover the cost not covered by the City's health insurance policy for biennial physicals for all bargaining unit employees.
- D. If during the term of this agreement, the Kalispell Firefighters Union, AFSME or nonunion employees (except for the City Manager, City Attorney or Department directors) receive

higher contributions for medical insurance than the rates stated in this Agreement, the rate of contributions for employees covered by this Agreement shall be increased to the rate so paid.

SECTION 2. RETIREMENT BENEFITS

The Employer and Association shall continue retirement contributions to the present plan.

SECTION 3. UNIFORM AND CLEANING ALLOWANCE

The employer shall pay \$300 each July, and \$300 each January, by separate check, during the term of this Agreement as a Safety Equipment/Uniform and Cleaning Allowance. It is understood and agreed between the parties hereto that the Uniform and Cleaning Allowance heretofore included as a separate item of compensation under previous collective bargaining agreements, except the \$300 stated above, has been, and is hereby, included in the base pay calculations of Schedule "A".

ARTICLE XV: POLICE OFFICERS – DISCIPLINARY PROTOCOLS

- A. When any police officer is under formal investigation for any act which may result in a disciplinary action such that the officer is subjected to formal interrogation by a commanding officer, or any other representative of the Employer, such interrogation shall be conducted under the conditions prescribed by this Article. For the purpose of this article, disciplinary action is defined as an action which may lead to a oral written warning, written reprimand, transfer, suspension, demotion, reduction in salary or dismissal for disciplinary purposes. Nothing in this Section shall apply to any interrogation of a police officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other police officer, nor shall this Section apply to an investigation concerned solely and directly with alleged criminal activities. Informal discussion between supervisor and employee shall be exempt from the provisions of this article. A formal action is any action where an officer is informed by a supervisor or other representative of the Employer that a formal investigation has been initiated. When such formal notification occurs, the following conditions shall apply:
- a. The Employee under formal investigation shall be informed of the nature of the investigation prior to any interview, and he/she shall be informed of the names and addresses of all complainants, if any, or individuals directly involved in the matters being investigated. The investigating officer of a complaint may be the complainant. Failure or absence of a complainant to come forward with a formal complaint will not preclude Kalispell Police Department from investigating.

- b. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on duty, or during the normal waking hours for the police officer, unless the seriousness of the investigation requires otherwise. If such interrogation does occur during off-duty time of the police officer being interrogated, the police officer shall be compensated for such off-duty time in accordance with regular department procedures, and the police officer shall not be released from employment for any work missed.
- c. All questions to be directed to the police officer under interrogation shall be asked by and through no more than two interrogators at one time.
- d. The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her personal physical needs.
- e. The police officer under interrogation shall not be subjected to offensive language or threatened with disciplinary action, except that an officer refusing to respond to questions or submit to interrogatories shall be informed that failure to answer questions directly related to the investigation or interrogation may result in disciplinary action. The Employer shall not cause the police officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.
- f. The complete interrogation of a police officer may be recorded, and there shall be no unrecorded questions or statements unless mutually agreed to. At the request of the Employee a copy of the interview shall be furnished to him/her if transcribed. If a tape recording is made of the interview, the Employee shall have access to the tape. The police officer being interrogated shall have the right to bring his own recording device and record any and all aspects of the interrogation.
- g. If prior to or during the interrogation of a police officer it is deemed that he/she may be charged with a criminal offense, he shall immediately be informed of his/her constitutional rights.
- h. Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters which are likely to result in disciplinary action against any police officer, the officer shall have the right to be represented by a representative of his/her choice at his/her own expense who may be present at all times during such interrogation. The representative shall not be a person subject to the same investigation; however the representative shall be available in a timely manner. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose any information received from the officer under investigation for non-criminal matters.
- i. No officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his department would not normally be sent to that location or would normally be given that duty assignment under similar circumstances.

B. Exercise of Rights

- a. No police officer shall be subjected to disciplinary action, or denied promotion or be threatened with any such treatment, because of the lawful exercise of any rights granted under this article, or the exercise of any rights under the existing grievance procedure contained in this agreement.

C. Comments Adverse to Interest

- a. No police officer shall have a comment adverse to his or her interest entered in his or her personnel file without the police officer having first read and signed the instrument containing the adverse comment. Signature of the instrument shall indicate that the officer is aware of such comment. If, after reading such instrument, the officer refuses to sign, that fact shall be noted on that document, and signed or initialed by witnesses to the refusal.
- b. A police officer shall have thirty (30) days within which to file a written response to any adverse comment entered in his or her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

D. Just Cause

- a. Confirmed officers may be disciplined or discharged by the Employer for just cause.
- b. For discipline other than criminal offenses and serious misconduct, the Employer shall use progressive discipline, employing discipline letters, suspensions and/or discharge.

- E. Confirmed officers who have received discipline letters, suspensions or discharge may choose to appeal the decision through the grievance procedure.

ARTICLE XVI: GRIEVANCE PROCEDURE

SECTION 1.

A “Grievance” shall mean an allegation by an employee or the Association resulting in a dispute or disagreement between the employee and the Employer as to the interpretation or application of terms and conditions contained in this Agreement.

SECTION 2.

The Association shall certify in writing to the Employer the names of all employees *authorized to represent the Association in this procedure*. An Association authorized representative may process grievances during regular working hours without loss of regular pay subject to the approval of the Employer.

SECTION 3.

Grievances must be filed by the affected employee or the Association within ten (10) calendar days of the date of the alleged incident or occurrence first giving rise to the grievance with the appropriate party as specified herein. The written grievance shall contain, at a minimum, the following information:

- a. The name of the grievant(s)
- b. The date(s) of the grievance
- c. The nature of the grievance
- d. The item(s) of the Agreement in dispute
- e. The resolution sought

SECTION 4.

The parties agree to resolve all grievances which may arise during the course of employment in the following manner:

LEVEL I.

An effort shall first be made to resolve an alleged grievance informally between the affected employee and his or her immediate Captain or designee. If the grievance is not resolved through informal discussions, the grievance shall be presented by the employee or the Association in writing to the appropriate Captain who shall give a written decision on the grievance to the parties involved within ten (10) calendar days after the receipt of the written grievance.

LEVEL II.

In the event the grievance is not resolved in Level I, the decision rendered may be appealed by the employee or the Association to the Chief or his/her designee, provided such appeal is made in writing within ten (10) calendar days after receipt of the decision in Level I. If a grievance is properly appealed to the Chief or his/her designee, the Chief or his/her designee shall set a time to meet regarding the grievance, such meeting to be held within ten (10) calendar days after receipt of the appeal. Within ten (10) calendar days after the meeting, the Chief or his/her designee shall issue a decision in writing to the parties involved.

LEVEL III.

If the grievance has not been resolved at Level II, the grievance may be presented by the Association to the City Manager or his/her designee provided such appeal is made in writing within ten (10) calendar days after receipt of the decision in Level II. If the grievance is properly appealed to the City Manager, he or she shall set a time to meet regarding the grievance, such meeting to be held within ten (10) calendar days after receipt of the appeal. Within ten (10) calendar days after the meeting, the City Manager shall issue a decision in writing.

LEVEL IV.

In the event there is no resolution of the grievance within the time specified, the parties shall select an impartial arbitrator (who shall be agreeable to the Employer and the Association). In the event that the parties to the dispute are unable to agree upon a selection of an arbitrator, the Montana Board of Personnel Appeals shall be requested to provide a list of seven (7) names of qualified arbitrators. Each party to the dispute shall alternately strike names with the party bringing the grievance striking the first name, until one remains and that person shall be designated the arbitrator. The arbitrator shall consider the grievance and shall render a written decision within thirty (30) days of the date of the close of the hearing of the grievance.

SECTION 5.

The arbitrator shall not have the power to detract, modify or amend this Agreement in any way.

SECTION 6.

The decision of the arbitrator shall be binding upon all parties concerned.

SECTION 7.

Each party shall bear the fees and expenses of the presentation of its case. The fees and expenses of the impartial arbitrator shall be shared equally between the parties.

SECTION 8.

In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs of such transcript.

SECTION 9.

Failure by the employer to issue a decision within the time periods provided herein shall not constitute a denial of the grievance, but the employee or the Association may consider such failure as a denial of the grievance and appeal to the next level of the grievance procedure, provided however, that the deadline for moving a grievance from one level to the next does not begin to run until the employer issues a written decision.

SECTION 10.

Computation of Time. In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday. The parties may, by mutual agreement, extend any deadlines provided for in this Article.

SECTION 11.

Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the United States Postal Service within the time period.

ARTICLE XVII: HEALTH AND SAFETY

The health and safety of employees shall be reasonably protected while in the service of the Employer. The Employer shall carry industrial accident insurance on all employees and false arrest insurance. Employees are directed to report all personal injuries received in the course of employment. No police officer shall be required to work with unsafe equipment or to work without a firearm, unless mutually agreed to the contrary.

ARTICLE XVIII: SENIORITY

- A. Seniority: Seniority means an employee's length of continuous service within the Department and shall be computed from the date the employee begins such service.
- a. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority. Previous service upon re-employment shall count toward seniority.
 - b. To be absent from the job due to voluntary leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon re-employment is counted towards seniority.
 - c. To be absent from the job due to active military leave will not affect seniority. Such time spent in military service will count towards seniority.
 - d. Absences due to job related injury or approval of sick or FMLA leave shall be considered as time worked for the purposes of determining seniority.
 - e. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.
 - f. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made. Employer shall post a seniority roster December 1st and June 1st of each year.

- g. Layoffs caused by reduction in force shall be in order of seniority within the department; that is, the employee last hired in the department shall be the first released. Employees who are scheduled to be released shall be given at least twenty-one (21) calendar days notice. All recalls to employment shall likewise be in order of seniority within the department; that is, the last employees released as a result of a reduction in force shall be the first rehired. All recall rights established herein shall expire at the conclusion of two (2) years from the effective date of the employer's layoff. It shall be the employee's responsibility to maintain a current notification address on record with the Police Chief or his designee. The Union shall also be notified in advance of all recall actions. An employee who is notified to report to duty, but fails to notify the Employer within five (5) calendar days of his intention to report to work shall forfeit his right to re-employment. The City agrees not to lay off any full-time law enforcement officer while active reserve law enforcement officers are continuing to be utilized by the City.

ARTICLE XIX: 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. Upon written request of either party, the parties hereby agree to meet within thirty (30) days thereafter to negotiate modifications of the effected provision.

ARTICLE XX: HOLD HARMLESS

The City shall provide insurance protection to defend and indemnify, if necessary, law enforcement officers of the Kalispell Police Department for claims, actual or alleged, while acting in their capacity as a police officer, provided that such incidents, damages or acts are not caused by willful violations of the Constitution of the United States, penal statutes, acts of fraud or conduct contrary to the policies of the City.

ARTICLE XXI: DURATION

SECTION 1. TERM

This Agreement shall remain in full force and effect for a period commencing July 1, 2014 through June 30, 2017. This Agreement may be opened for the purpose of negotiating economic items provided that notice is given by either party by the 15th day of March beginning 2015, and yearly thereafter.

SECTION 2. EFFECT

This Agreement constitutes the full and complete Agreement between the City and Association. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

SECTION 3. SEVERABILITY

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such part or provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

ARTICLE XXII: AMNESTY

No employee of the City and/or elected official will discriminate, discharge, discipline, harass, coerce, slander, intimidate, non-cooperate or not work with any city employee, member of the public, City Council and/or merchant because of their participation or non-participation in the arrival of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of May, 2014.

CITY OF KALISPELL

KALISPELL POLICE ASSOCIATION

By: _____
City Manager

By: _____
President

By: _____
Chief Negotiator

By: _____
Chief Negotiator

Schedule A

2014/15 Total Compensation Increase of 2.4%

Base Adjustment = 1.1%

Longevity = 1.3%

July 1 2014 - June 30 2015

Base Pay	\$	22.97	
Rank Pay:		% added to base	\$ Per Hour
	Sergeant II	0.16	\$ 3.68
	Sergeant I	0.14	\$ 3.22
	Master Patrol	0.02	\$ 0.46
	Team Leader	0.02	\$ 0.46
	Degree/Adv Cert	0.03	\$ 0.69
	8 year adj	0.03	\$ 0.69
		40	
		2080	

2015/16 Total Compensation Increase of 3%

Base Adjustment = 1.7%

Longevity = 1.3%

July 1 2015 - June 30 2016

Base Pay	\$	23.36	
Rank Pay:		% added to base	\$ Per Hour
	Sergeant II	0.16	\$ 3.74
	Sergeant I	0.14	\$ 3.27
	Master Patrol	0.02	\$ 0.47
	Team Leader	0.02	\$ 0.47
	Degree/Adv Cert	0.03	\$ 0.70
	8 year adj	0.03	\$ 0.70
		40	
		2080	

2016/17 Total Compensation Increase of 3.3%

Base Adjustment of 2%

Longevity = 1.3%

July 1 2016 - June 30 2017

Base Pay	\$	23.83	
Rank Pay:		% added to base	\$ Per Hour
	Sergeant II	0.16	\$ 3.81
	Sergeant I	0.14	\$ 3.34
	Master Patrol	0.02	\$ 0.48
	Team Leader	0.02	\$ 0.48
	Degree/Adv Cert	0.03	\$ 0.71
	8 year adj	0.03	\$ 0.71
		40	
		2080	

Yrs	Index	July 2014	Annual Salary
0	1	\$ 22.97	\$ 47,777.60
1	1.013	\$ 23.27	\$ 48,398.71
2	1.026	\$ 23.57	\$ 49,019.82
3	1.039	\$ 23.87	\$ 49,640.93
4	1.052	\$ 24.16	\$ 50,262.04
5	1.065	\$ 24.46	\$ 50,883.14
6	1.078	\$ 24.76	\$ 51,504.25
7	1.091	\$ 25.06	\$ 52,125.36
8	1.104	\$ 25.36	\$ 52,746.47
9	1.117	\$ 25.66	\$ 53,367.58
10	1.13	\$ 25.96	\$ 53,988.69
11	1.143	\$ 26.25	\$ 54,609.80
12	1.156	\$ 26.55	\$ 55,230.91
13	1.169	\$ 26.85	\$ 55,852.01
14	1.182	\$ 27.15	\$ 56,473.12
15	1.195	\$ 27.45	\$ 57,094.23
16	1.208	\$ 27.75	\$ 57,715.34
17	1.221	\$ 28.05	\$ 58,336.45
18	1.234	\$ 28.34	\$ 58,957.56
19	1.247	\$ 28.64	\$ 59,578.67
20	1.26	\$ 28.94	\$ 60,199.78
21	1.273	\$ 29.24	\$ 60,820.88
22	1.286	\$ 29.54	\$ 61,441.99
23	1.299	\$ 29.84	\$ 62,063.10
24	1.312	\$ 30.14	\$ 62,684.21
25	1.325	\$ 30.44	\$ 63,305.32
26	1.338	\$ 30.73	\$ 63,926.43
27	1.351	\$ 31.03	\$ 64,547.54
28	1.364	\$ 31.33	\$ 65,168.65

Yrs	Index	July 2015	Annual Salary
0	1	\$ 23.36	\$ 48,588.80
1	1.013	\$ 23.66	\$ 49,220.45
2	1.026	\$ 23.97	\$ 49,852.11
3	1.039	\$ 24.27	\$ 50,483.76
4	1.052	\$ 24.57	\$ 51,115.42
5	1.065	\$ 24.88	\$ 51,747.07
6	1.078	\$ 25.18	\$ 52,378.73
7	1.091	\$ 25.49	\$ 53,010.38
8	1.104	\$ 25.79	\$ 53,642.04
9	1.117	\$ 26.09	\$ 54,273.69
10	1.13	\$ 26.40	\$ 54,905.34
11	1.143	\$ 26.70	\$ 55,537.00
12	1.156	\$ 27.00	\$ 56,168.65
13	1.169	\$ 27.31	\$ 56,800.31
14	1.182	\$ 27.61	\$ 57,431.96
15	1.195	\$ 27.92	\$ 58,063.62
16	1.208	\$ 28.22	\$ 58,695.27
17	1.221	\$ 28.52	\$ 59,326.92
18	1.234	\$ 28.83	\$ 59,958.58
19	1.247	\$ 29.13	\$ 60,590.23
20	1.26	\$ 29.43	\$ 61,221.89
21	1.273	\$ 29.74	\$ 61,853.54
22	1.286	\$ 30.04	\$ 62,485.20
23	1.299	\$ 30.34	\$ 63,116.85
24	1.312	\$ 30.65	\$ 63,748.51
25	1.325	\$ 30.95	\$ 64,380.16
26	1.338	\$ 31.26	\$ 65,011.81
27	1.351	\$ 31.56	\$ 65,643.47
28	1.364	\$ 31.86	\$ 66,275.12

Yrs	Index	July 2016	Annual Salary
0	1	\$ 23.83	\$ 49,566.40
1	1.013	\$ 24.14	\$ 50,210.76
2	1.026	\$ 24.45	\$ 50,855.13
3	1.039	\$ 24.76	\$ 51,499.49
4	1.052	\$ 25.07	\$ 52,143.85
5	1.065	\$ 25.38	\$ 52,788.22
6	1.078	\$ 25.69	\$ 53,432.58
7	1.091	\$ 26.00	\$ 54,076.94
8	1.104	\$ 26.31	\$ 54,721.31
9	1.117	\$ 26.62	\$ 55,365.67
10	1.13	\$ 26.93	\$ 56,010.03
11	1.143	\$ 27.24	\$ 56,654.40
12	1.156	\$ 27.55	\$ 57,298.76
13	1.169	\$ 27.86	\$ 57,943.12
14	1.182	\$ 28.17	\$ 58,587.48
15	1.195	\$ 28.48	\$ 59,231.85
16	1.208	\$ 28.79	\$ 59,876.21
17	1.221	\$ 29.10	\$ 60,520.57
18	1.234	\$ 29.41	\$ 61,164.94
19	1.247	\$ 29.72	\$ 61,809.30
20	1.26	\$ 30.03	\$ 62,453.66
21	1.273	\$ 30.34	\$ 63,098.03
22	1.286	\$ 30.65	\$ 63,742.39
23	1.299	\$ 30.96	\$ 64,386.75
24	1.312	\$ 31.26	\$ 65,031.12
25	1.325	\$ 31.57	\$ 65,675.48
26	1.338	\$ 31.88	\$ 66,319.84
27	1.351	\$ 32.19	\$ 66,964.21
28	1.364	\$ 32.50	\$ 67,608.57