COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF BEND

AND

THE BEND POLICE ASSOCIATION

2019-2022

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AGREEMENT

THIS AGREEMENT is entered into between the City of Bend, Oregon, hereinafter referred to as the "City", and the Bend Police Association, hereinafter referred to as the "Association".

The mailing address of the City shall be "City of Bend, P.O. Box 431, Bend, OR 97709-0431." The mailing address of the Association shall be "Bend Police Association, 555 NE 15th Street, Bend, OR 97701."

The purpose of this Agreement is to set forth the full agreement between the parties on matters relating to employment relations, the promotion of harmonious relations, the establishment of a peaceful procedure for resolution of differences, and the establishment of rates of pay, hours of work and other specified working conditions.

Section One. Recognition:

A. The City recognizes the Association as the sole and exclusive bargaining agent for all employees in the following classifications with respect to wages, hours, and other conditions of employment:

1. Administrative Specialist
2. Administrative Specialist, Senior
3. Community Service Officer
4. Community Service Officer Lead
5. Compliance Coordinator
6. Crimes Analyst
7. Police Aide
8. Police Community Liaison
9. Police Corporal
10. Police Officer
11. Police Sergeant
12. Program Specialist – Records and Evidence
13. Program Specialist Senior – Records and Evidence
14. Program Specialist Lead – Records and Evidence
15. Public Safety Systems Technology Specialist
16. Public Safety Systems Technology Administrator
17. Scheduling and Staffing Analyst
18. Specialist – Records and Evidence
19. Regular part time Police Department employees in the positions listed above who have worked for the department for at least six (6) consecutive months and who work an average of at least 20 hours per week, excluding confidential, temporary, and supervisory employees. Benefits and accruals for part-time employees budgeted at 50% will be prorated at 50% and part-time employee at 75% will be prorated at 75% this class of Association members

shall be pro-rated at 50% of the benefit and accrual level provided to regular full-time employees, with the exception of holidays (see section 18.3). Temporary employees are defined by City Handbook 3.3.

B. The City may combine existing job classifications or create new job classifications and wage rates for those classifications. The City will provide written notification to the Association of such job classification changes. Upon receiving a bargaining demand from the Association, the City agrees to negotiate with the Association regarding the wage rate. If the parties are unable to agree to the wage rate, the issue shall be submitted to the appropriate impasse procedure, consistent with ORS 243.698. The City will not be precluded from hiring the position at the posted wage, however, the City recognizes the obligation to bargain and honor any interest arbitration decision.

Nothing contained herein shall be construed to limit the City's ability to create or combine job classifications.

C. In accordance with past practice, the City may utilize volunteers, including Police Reserve Officers, to provide public service, provided such work does not diminish work currently or regularly performed by the bargaining unit.

Section Two. <u>Check-Off/Payroll Deductions</u>:

A. All employees covered under the terms of this Agreement may voluntarily join the Association as a member.

B. The City, when so authorized and directed in writing by an employee member of the Association on the authorization form provided by the Association, will deduct Association dues, fees, costs, charges, assessments and insurance premiums from the wages of such employee.

C. Any authorization for payroll deductions may be cancelled by an employee upon 30 days' written notice to the City and the Association, to be effective on the first day of the following month.

D. The City will not be held liable for check-off errors, but will make proper adjustments with the Association for errors as soon as is practicable.

E. The Association agrees to indemnify and hold harmless the City from any claims arising out of the provisions of Subsections A through D.

Section Three. <u>Employee Rights</u>

A. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of

employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of their exercise of these rights.

B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, pregnancy, national origin, ancestry, citizenship, age, marital status, family status, physical disability, mental disability, veteran's status, medical condition, sexual orientation or gender identity, expunged juvenile record, genetics, political or union affiliation and/or other protected status unrelated to job performance. Nothing in this section shall prohibit the City from establishing bona-fide occupational criteria. Each party shall share within the limits of their responsibility the application of this provision of the Agreement.

C. All references to any individuals and all pronouns used in this Agreement are intended to be gender-neutral and non-binary.

Section Four. <u>Management Rights</u>

The City shall retain the exclusive right to exercise the customary rights and functions of management including, but not limited to, directing the activities if the department, determining the levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights (and functions) not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

This Section Four does not constitute a waiver by the Association of any right to bargain concerning decisions or impacts involving a mandatory subject of bargaining not within the scope of management's rights as set forth above, nor does it constitute a waiver of the Association's impact bargaining rights related to the City's exercise of its management rights. If a decision or the impact of a decision is mandatory for bargaining, the expedited bargaining procedures in ORS 243.698 will apply.

Section Five. <u>City Security</u>

The Association agrees its membership will not participate in a strike, work stoppage, slowdown or other concerted interruption of the City services.

Section Six. <u>Association Business</u>

The Association agrees to provide written notice to the Chief People Officer and Chief of Police of those members of the Association selected to serve, as official Association

representatives. Association Representatives shall be granted time off with pay to perform their duties as long as, in the judgment of the Chief of Police or their designee, the requests are reasonable and do not unduly disrupt the operations of the City.

This section does not apply to contract renewal negotiation meetings (see Section Seven).

Section Seven. Association Bargaining Team

The Association's negotiation team shall be permitted to attend negotiation meetings with the City without loss of pay relative to securing contract renewal. Not more than four (4) members of the negotiation team may be on duty while participating in negotiation meetings and no more than two (2) on-duty Association participants may be from any single division. The dates, times, and places for these negotiating sessions shall be established by mutual agreement between the parties. On duty time for bargaining sessions will not result in payment of overtime to bargaining team members for any hours in the pay period. Officers may need to adjust their normal schedules to avoid overtime. The overtime limitation does not apply to emergency call outs or other duty related overtime.

Section Eight. Special Conferences

Special conferences for important matters may be arranged between the Association President and the City upon mutual agreement of the parties. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to confer is made. Two (2) official Association members shall be permitted to attend such conferences without loss of pay to the extent such meetings are scheduled during on-duty hours of the members so attending.

Section Nine. Personnel Manual/Agreement

The City agrees to furnish each employee of the bargaining unit with an electronic copy of the City Employee Handbook and an electronic copy of this Agreement. The cost of printing and assembling copies of this Agreement will be borne by the Association. New employees shall be provided with electronic copies at the time of their appointment. The City will furnish the Association with electronic copies of all directives from within the Police Department pertaining to wages, hours and conditions of employment.

Section Ten. Bulletin Board

The City agrees to maintain a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board. Such posting shall promote good relations between the parties.

Section Eleven. Outside Employment

A. Employees wishing to engage in off-duty employment with another employer must obtain prior approval from the Chief of Police or their designee. The Chief will not unreasonably deny off duty employment requests. The Chief may revoke approval if determined by the Chief that the off-duty employment is adversely affecting the employee's work performance or the work is in conflict with Department or law enforcement purposes. Prior to revoking approval, the employee will be given an opportunity to be heard by the Chief.

B. An employee who effects an off duty arrest pursuant to department policy shall be subject to the chain of command, protected by the City's worker's compensation insurance as applicable and compensated through the City at the employee's regular rate of pay. Compensable hours under this section are not subject to the callback minimums referred to in Section 16(C). Compensable hours are also subject to FLSA rules.

Section Twelve. Seniority

A. "Seniority", as used in this Agreement, is determined by the length of an employee's continuous service within a classification with the Department since their last day of hire. If a tie exists, it will be broken by the employee's final ranking in the City's hiring process for the position, if another tie exists, by a coin toss.

B. The City will provide the Association with a copy of the Seniority list on July 1 of each year.

C. An employee shall lose all seniority in the event of voluntary quitting or discharge. However, where a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost.

Section Thirteen. Working Out of Classification

An employee who is assigned to fulfill the duties and responsibilities of a position in a higher classification for a continuous period of more than one work week, shall be paid an additional 5% of base pay for all time worked in such higher classification.

If a Corporal is assigned to fulfill the duties and responsibilities of a Sergeant for a continuous period of more than two work weeks, they shall be paid an additional 5% of base pay for all time worked in such higher classification.

Section Fourteen. <u>Hours of Work</u>

A. A normal work-day is defined as a 24-hour period commencing with the employee's scheduled shift day.

B. The parties agree to the schedules listed in 14(C), in the event the City elects to change from the existing work schedule for the patrol teams on the whole, the City will provide at least 45 days' notice of said change to the employees covered by this agreement and the Association. For all other staff, notice will be 14 days.

C. A normal work day for employees may consist of:

1. Eight (8) hours per day on the basis of a five-day work week (5-8 Plan), inclusive of paid thirty (30) minute meal break.
2. Eight (8) hours per day on the basis of a five-day work week (5-8 Plan), exclusive of a thirty (30) minute unpaid meal break.
3. Eight (8) hours per day on the basis of a five-day work week (5-8 Plan), exclusive of a sixty (60) minute unpaid meal break.
4. Ten (10) hours per day on the basis of a four-day workweek (4-10 Plan), inclusive of a thirty (30) minute paid meal break.
5. Ten (10) hours per day on the basis of a four-day workweek (4-10 Plan), exclusive of a thirty (30) minute unpaid meal break.
6. Ten (10) hours per day on the basis of a four-day workweek (4-10 Plan), exclusive of a sixty (60) minute unpaid meal break.
7. Employees may be assigned a schedule that alternates a 5/8 schedule in one work week and a 4/10 schedule in another work week.
8. The "Fremont" schedule which consists of four eleven-point-two-five (11.25) hour shifts on followed by four days off with a six hour make-up day every quarter (four per year). Make up days are part of the regular schedule and not considered overtime hours under the contract. Employees on this schedule are on a (sixteen) 16 day work period under the FLSA 7K exemption.

   If an employee is reassigned by the City to a different schedule that prevents the fulfillment of the six-hour make-up day, there will be no reduction in the employee's compensation nor will there be the requirement that the employee make up the six-hour make-up day at a different time. Conversely, if the employee is reassigned to the Fremont Schedule and is required to work the six-hour make-up day, this will not result in additional overtime compensation other than what is required under the FLSA.

   For all schedules with paid meal breaks, employees are considered on duty and available for calls.

6. Community Service Officers may be assigned a work schedule consisting of a work week starting on Sundays at noon and ending on the following Sunday at 11:59 consisting of three consecutive twelve-hour days and one 4 hour day

followed by another work week with a 4 hour day and three consecutive twelve-hour days. Work shifts are inclusive of a thirty (30) minute paid meal break. Overtime will be paid for all hours worked over 40 hours in a work week or for hours in excess of scheduled hours in a day.

D. A normal work week shall consist of a seven- day calendar period commencing 0001 hours Sunday and ending 2359 hours the following Saturday, unless otherwise stated in Section C.

E. Any member of the Association, upon approval of the Chief of Police, may work a schedule, which differs from the normal work day or work week as defined in this article. Any schedule instituted under this section shall be in writing, and the Association, employee and the Chief of Police or their designee must execute an agreement. Said agreement shall contain a description of the schedule and the length of time the employee shall be required to work the agreed upon schedule. The employee may terminate the agreed upon work schedule by notifying the Chief of Police in writing of their intention to terminate. Such notice shall be submitted at least three (3) weeks in advance of the requested termination date. The Chief of Police or their designee may terminate any work schedule or remove any employee from a work schedule as long as such termination is consistent with the provisions of this contract. The parties agree that use of alternative schedules under this section does not set precedent for agreement to future schedules.

F. Employee Hour Substitution Requests within a FLSA Workweek or within a Workday for Non-Sworn employees.

1. Within a Workday: Employees may request to modify their start and stop times to meet personal needs. Such modifications must adhere to the other requirements of this Section.

2. Within a Workweek: Employees may request to work fewer hours than scheduled on one day in an FLSA workweek and make up for those hours by working an equivalent number of additional hours on another day in the same FLSA workweek.

These scheduling changes are subject to the approval of management, must be operationally advantageous to the Department, and, regardless of any other provisions of this Agreement, will not result in overtime pay or any additional costs to the City.

Section Fifteen. <u>Shift Changes</u>

An employee will be given adequate advance notice of any changes in their regular shift hours of work, except where an emergency exists. Notice will be given not less than two weeks prior to the employee's change of work shift. This notice also applies to assignments and temporary changes in individual schedules or shift for the purposes of training and operational need. Employees may voluntarily waive the notice requirements in Section 15 by doing so in writing to their supervisor.

Section Sixteen. <u>Overtime</u>

A. As used in this agreement, overtime shall mean that time an employee is authorized and directed to work in excess of the number of regular hours scheduled for their shift in one day (*daily overtime*) as provided in Section 14(c) or on any day in addition to a normally scheduled work week.

A Part Time employee will receive overtime pay for hours earned in excess of forty (40) in a workweek, or for hours earned in excess of an eight (8) or ten (10) hour workday (subject to their assigned schedule) at the rate of one and one-half (1-1/2) times their regular rate of pay.

B. Overtime shall be computed to the nearest 15 minutes.

C. **<u>Non-Court Callback</u>**: Employees called back to work shall receive overtime pay for the work for which they are called back, which shall be credited with not less than three (3) hours compensation at one and one-half (1-1/2) times the employee's regular rate of pay. An employee who is on approved Vacation, Compensatory or Holiday Bank leave when called back to duty shall not have the hours of leave reinstated.

Employees called back when on sick leave shall have the hours of sick leave reinstated on an hour-for-hour basis and no overtime is paid.

Multiple call back incidents within any three hour time period are compensable as a single call back event. At the conclusion of the specific duty for which an officer is called back, the employee shall go on off-duty status.

If an employee voluntarily returns to duty while on a protected leave, such as FMLA or OFLA, leave will be reinstated on an hour-for-hour basis, and no overtime is paid.

<u>Court Callback</u>: Employees called back to Court shall receive overtime pay for the work for which they are called back, which shall be credited with not less than four (4) hours compensation at one and one-half (1-1/2) times the employee's regular rate of pay. An employee who is on approved Vacation, Compensatory or Holiday Bank leave when called back to duty shall not have the hours of leave reinstated.

In cases in which court has been scheduled prior to authorization of approved leave (Vacation, Compensatory or Holiday Bank leave) all hours of leave shall be reinstated on an hour-for-hour basis, and no overtime is paid.

Employees who are called back for Court while on sick leave shall have the hours of sick leave reinstated on an hour-for-hour basis for all hours worked, and no overtime is paid.

Any employee shall not be considered to be called back to Court if the court appearance is within two (2) hours of the start of the employee's regularly scheduled shift or within

one hour of the end of a regularly scheduled shift. Such employee shall be compensated in accordance with standard overtime procedures.

Multiple call back incidents within any four (4) hour time period are compensable as a single call back event. At the conclusion of the court appearance for which an officer is called back, the employee shall go on off-duty status.

Employees attending court matters for a previous employer are not eligible for overtime; however if court falls on a regularly scheduled work shift it will not result in loss of pay.

If an employee voluntarily returns to duty while on a protected leave, such as FMLA or OFLA, leave will be reinstated on an hour-for-hour basis, and no overtime is paid.

D. Court Cancellation: Employees will be eligible to receive court callback pay (four (4) hours of overtime) if court is cancelled within 120 minutes of the noticed court start time. If the court appearance was scheduled to start within 120 minutes of the employee's regularly scheduled shift start time and court is cancelled within 120 minutes of the noticed court start time, the employee will only receive overtime from the scheduled appearance to the shift start time, not a four (4) hour callback. If court is cancelled more than 120 minutes in advance of the noticed court start time, the employee will not be eligible to receive court callback pay. Notice of cancellation occurs when the employee receives a call or voicemail on the employee's designated contact number.

E. Overtime shall be paid at the rate of time and one-half the regular rate of pay.

F. All witness fees, mileage allowance and related remuneration paid for appearance in court proceedings resulting from employment with the Bend Police Department, shall be turned over to the City.

G. Paid Release: The City may order or schedule an employee off-duty for fatigue issues due to work related factors. Ordering or scheduling the employee off-duty on paid release is directing an employee to be absent from any portion of the employee's regular work schedule. Whenever this occurs, such time away from work will not be charged to any leave bank identified within the bargaining agreement.

Section Seventeen. <u>Compensatory Time</u>

A. Subject to the work requirements of the department, the Chief of Police or their designee may allow compensatory time off in lieu of overtime payment. Compensatory time shall be computed pursuant to Section 16(E).

B. For all members, the maximum number of hours of compensatory time that may be accrued shall be 90 hours. The City shall contribute the equivalent value of all additional compensatory time hours in excess of the 90 hour maximum into the employee's VEBA account on a monthly basis.

C. Upon termination, retirement or death, the employee or heirs shall receive compensation for accrued compensatory time at the employee's rate of pay. To take accrued compensatory time, the employee shall first make a request on forms provided by the City and submit said request to the Chief of Police or their designee.

Section Eighteen. <u>Holidays</u>

A. An employee who works on a holiday or whose scheduled day off falls on a holiday shall be compensated at the rate of time and one-half. Compensatory time may be granted in lieu of payment subject to the provisions of Section Seventeen.

B. Should an employee be on authorized leave when a holiday occurs, that holiday shall not be charged against their leave.

C. The following days shall be recognized and observed as guaranteed paid holidays:
NEW YEARS DAY
MARTIN LUTHER KING DAY
PRESIDENTS DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERANS DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS
ONE FLOATING HOLIDAY
FOUR (4) hours of "EVE" leave to be used on either Christmas or New Year's Eve

D. Subsections A. through C. shall not apply to the following positions and work schedules. In lieu of holidays above, employees will receive a monthly contribution, identified below, taken as pay. At the employee's option, the employee may instead accrue compensatory time. The maximum accrual limit shall be pursuant to Section 17(b) of the CBA. Employees must choose twice a year, at the first of each fiscal year and at the calendar year, whether to accrue compensatory time or take all as pay.

1. Sworn law enforcement officers, on the 11.25 schedule (Article 14(C)(8), and sworn officers assigned to the traffic team, excluding the traffic sergeant will receive 13.5 hours of paid straight time hours per month.

2. Community Service Officers will receive 11 hours of paid straight time hours per month.

3. Part-time Association Members. In lieu of designated paid holidays, part-time Association members shall receive in addition to their regular rate of pay, 4.00 hours of compensatory time per month. Compensatory time may be taken as pay or be accrued in the compensatory time bank.

Section Nineteen. **Vacations**

A. Permanent employees having served continuously in the City Service for twelve (12) full calendar months shall be credited with eighty (80) hours vacation leave. Thereafter, vacation leave shall be credited monthly at the following rates:

Months of Service	Vacation/Mo. 40 hour schedule	Vacation/Mo. 11.25 hour schedule
12-48	8 hours	10 hours
49-108	10 hours	12 hours
109-180	12 hours	14 hours
181-240	14.33 hours	16.33 hours
241-300	16 hours	18 hours
301+	17 hours	19 hours

- *Note: All non-police officer positions earn at the 40 hour schedule rate above. Traffic team members, except the Traffic Sergeant, accrue at the 11.25 schedule amount. The Traffic Sergeant accrues at the 40-hour schedule.*

B. "Continuous Service" is defined as that service unbroken by separation from the City Service. Time spent on military leave, Peace Corps, eligible FMLA/OFLA leave, vacation, compensatory time, paid sick leave, or unpaid disciplinary suspension is considered continuous service. Time spent on other types of authorized leave will not count as time for continuous service, except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

C. Employees shall be responsible for planning, initiating requests for and using vacation credit. In case of conflicts between employees concerning the scheduling of vacations, the employee with the longest period of service with the City shall be given first consideration. Once a vacation has been scheduled, it will not be changed absent an emergency, as defined in Webster's Dictionary.

D. The City agrees that Lieutenants will not compete with Association members for vacation slots. Lieutenants will not be part of the rotation.

E. Upon separation of a permanent employee in the event of their death, a lump sum payment shall be paid for all earned but unused vacation credits.

F. Accumulation of vacation credit is to be discouraged. Subject to the operating requirements of the Department, employee's accrual limit cannot exceed four hundred (400) hours of accrual by the end of each pay period. Any accrued vacation in excess of this amount will be forfeited on a pay-period basis. Upon separation, a maximum of two hundred forty (240) hours of vacation will be converted to pay; any amount in excess of two hundred forty (240) hours will be forfeited.

G. Vacation leave shall not be earned during the time an employee is on leave without pay (LWOP) for more than one calendar month or if employee qualifies for long-term disability.

Section Twenty. <u>Sick Leave</u>

A. Employees shall accumulate sick leave at the rate of eight hours for each full month of service. Sick leave may be accumulated to a maximum of two thousand (2000) hours. Eligibility for the sick leave benefit is established upon hire. Part time employees will earn sick leave based on budgeted FTE at no less than the minimum rate of 1.33 hours for every 40 hours worked consistent with payroll practices.

B. When an employee must be away from the job because of a serious illness in the immediate family, such time off may be granted by the Chief of Police or their designee. Unless otherwise required by law, leaves for illness or injury of the employee and/or immediate family member shall be used in the following sequence:

i. Sick leave until it is exhausted;
ii. Vacation leave, saved holiday, or compensatory time, sequences at the employee's option, until they are exhausted; and then
iii. Leave without pay.

C. Sick leave will be allowed for an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care; for care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care; on-the-job injury to supplement worker's compensation as provided in Section 22; off-the-job injuries; or for any other reason as set forth in Oregon's Sick Time Act, FMLA, or OFLA. Verification of illness by a doctor's certificate may be requested by the City after three consecutive days consistent with applicable law or under reasonable belief of abuse; no medical diagnostic information is required of the employee.

D. Unused sick leave shall not be compensated directly upon termination or death, but the City will convert unused sick leave to retirement benefits pursuant to ORS 238.350.

E. For the purpose of this Section, immediate family is defined as provided by OFLA or Oregon's Sick Time Act, and also includes domestic partners (same or opposite sex) verified through an employee affidavit, and other persons with whom that the employee has a significant personal relationship as determined by the Chief of Police or their designee in consultation with the Chief People Officer.

F. Any such sick leave shall be for no longer period than the employee has sick leave credit. Additional sick leave shall not accrue during the time an employee is off work while on leave without pay for more than one month or if eligible to receive long term disability insurance benefits.

Section Twenty-One. <u>Long Term Disability Insurance</u>

A. The City shall provide a long-term disability benefit to insure sixty-six and two-thirds percent (66-2/3%) of the current base salary for an employee who works at least thirty (30) hours a week, if disabled due to-off or on-the-job injury or illness.

B. The disability insurance will provide salary protection when ninety (90) days have elapsed from the time of the disabling injury or illness.

C. If an employee becomes disabled, the City may medically lay off the employee only after the employee exhausts all protected leave(s), any statutory Worker's Compensation reemployment rights, and reasonable accommodations if the City does not identify any vacant and suitable positions for which the employee is qualified.

> **Work-Related**: If the employee is disabled because of a work-related injury or occupational disease, the employee will have up to 24 months (2 years) from medical lay off within which to provide medical information from their attending physician confirming the employee is capable of returning to their classification. If that occurs, the employee will be eligible for possible recall to their former classification, subject to City return-to-work procedures.
>
> **Non Work-Related**: If the employee is disabled for reasons other than a work-related injury or occupational disease, the employee will have up to 12 months (1 year) from medical lay off within which to provide medical information from their attending physician confirming the employee is capable of returning to their classification. If that occurs, the employee will be eligible for possible recall to the former classification, subject to City return-to-work procedures.

D. After ninety (90) days, disabled employees will be on leave from the City without pay unless using accrued leave, not including employees on an accepted worker's compensation claim. Subject to carrier rules, health insurance coverage ends when employee is no longer on paid status, unless employee elects COBRA coverage at their own expense.

E. Sick leave shall not be used if an employee is eligible to claim long-term disability benefits.

Section Twenty-Two. <u>On-the-Job Injury/Illness Insurance</u>

A. The City shall provide worker's compensation insurance. Employees who sustain an on-the-job injury or illness and who are unable to perform their normal duties may be eligible for Workers Compensation subject to carrier rules.

B. Workers Compensation: When an injury occurs in the course of employment, the City's obligation to provide compensation under this section is limited to the difference between any disability payment or time loss payment received under Workers' Compensation laws and the employee's regular net pay. For the purposes of this Article, "regular net pay" is the base monthly salary for the regular work schedule of the employee in the classification found in the wage schedule, including incentives such as Intermediate and Advanced DPSST, less applicable deductions such as taxes, PERS, health insurance contributions, and other mandatory deductions. Regular net pay is for regularly scheduled hours and does not include overtime hours or other on duty incentives.

C. For the period of up to 120 days from the date of injury, the City will pay the difference in worker's compensation payments and employee's regular net pay. After 120 days, the employee may elect to use paid leaves to supplement Worker's Compensation payments up to the employee's net pay. Paid leaves will be used in the order of sick leave, holiday/personal leave, vacation, and compensatory time until such time the employee discontinues use of paid leaves or until such leaves are exhausted.

D. When an employee is receiving worker's compensation benefits on an accepted claim, the City will continue to contribute to medical and dental insurance subject to the City's health insurance carrier's eligibility rules. Employee is responsible to pay their employee insurance premium contribution. Employer contributions will end either when employee has exhausted all paid leaves or after the use of FMLA/OFLA leave, the later in time. Thereafter, employee may be eligible for COBRA/USERRA participation at their own expense.

E. Modified Duty: Employees may be offered modified or light duty assignments subject to medical release.

Section Twenty-Three. <u>Leave of Absence with Pay</u>

Employees may request leave of absence with pay. Each request will be considered and judged on its own merits and the following guidelines used by the Chief of Police or their designee with the concurrence of the City Manager:

A. Compassionate Leave. In the event of a death in the immediate family, an employee shall be granted a leave of absence not to exceed one (1) work week with pay. For the purpose of this Article, immediate family is defined to include spouse, registered domestic partner, parents, children, children of the registered domestic partner, siblings, grandparents,

grandchildren, in-laws of such relationships, parents of the registered domestic partner, other close relatives who reside in the employee's household, and other persons with whom the Chief People Officer reasonably determines that the employee has a significant personal relationship. Leave provided in this section is concurrent to any leaves provided under OFLA.

B. Funeral Participation. When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony, he will be granted a leave of absence with pay up to four (4) hours. Leave provided in this section is concurrent to any leaves provided under OFLA.

C. Jury Duty. When a City employee is called for jury, they will not suffer any loss of compensation. All monies received for jury duty will be surrendered to the City. Employees will report for work when less than a normal work day is required by such duty.

D. Witness Leave. A leave of absence with pay shall be granted for an appearance as a witness in response to a subpoena compelling the employee's attendance in direct connection with the employee's officially assigned duties.

Section Twenty-Four. Leave of Absence Without Pay

A. In instances where the temporary absence of an employee would not create an undue burden on the operations of the employee's work assignment and department, the department head, subject to the approval of the City Manager, may grant a leave of absence without pay not to exceed ninety (90) calendar days.

B. Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the City Manager.

C. Request for a leave of absence must be in writing and must establish reasonable justification for approval of the request.

Section Twenty-Five. Parental Leave

Parental and Family medical leave will be granted consistent with State and Federal laws as well as the City's policy contained in the Employee Handbook.

Section Twenty-Six. Military Leave

Military, alternative service and Peace Corps leave shall be granted in accordance with State and Federal Laws as well as the City's policy contained in the Employee Handbook.

Section Twenty-Seven. Salaries

A. Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix A. attached hereto and incorporated herein.

Cost of Living Increases:

Effective and retroactive to July 1, 2019, step 1 for each classification of the monthly salary schedule (except Community Service Officers, Corporals, and Sergeants) will be increased by 2.5% at step 1. Remaining steps will be adjusted with 5% apart between steps.

Effective and retroactive to July 1, 2019, all Sergeant Classifications on the monthly salary schedule will be increased by 4.5% at step 1. Remaining steps will be adjusted with 5% apart between steps.

Effective and retroactive to July 1, 2019, all Corporal Classifications on the monthly salary schedule will be increased by 4.5% at step 1. Remaining steps will be adjusted with 5% apart between steps.

Effective and retroactive to July 1, 2019, all Community Service Officer Classifications on the monthly salary schedule will be increased by 3.5% at step 1. Remaining steps will be adjusted with 5% apart between steps.

Effective July 1, 2020, step 1 for each classification of the monthly salary schedule will be increased by 2.5% at step 1. Remaining steps will be adjusted with 5% apart between steps.

Effective July 1, 2021, step 1 for each classification of the monthly salary schedule will be increased by 2.5% at step 1. Remaining steps will be adjusted with 5% apart between steps.

B. Each employee shall be paid at one of the steps in the range prescribed for their classification.

C. Normally an employee will be appointed at the first step of the range prescribed for their classification.

D. A new employee starting at the first step is eligible for consideration for advancement to the second step of the salary range of his classification at the beginning of the next pay period following completion of six months of service. An employee in the second step of the salary range is eligible for consideration for advancement to the third step of their classification at the beginning of the next pay period following twelve (12) months of continuous

service in Step 2. An employee will thereafter be eligible for consideration for advancement each successive twelve (12) month period until the 5th Step of the salary range is obtained.

E. When an employee is promoted to a position in a higher salary range, they will receive a salary increase equal to at least one pay increment in the salary schedule not to exceed the salary step immediately below the maximum for the salary range, at the discretion of the Department Head. Upon promotion, an employee will be eligible for a merit increase following six months of continuous service in the new classification. Thereafter, consideration for merit increases will follow each twelve (12) months of service until they reach the maximum for that classification.

F. Officers assigned to the CERT Team will receive an additional five percent (5%) premium pay for actual CERT call outs for actual hours worked for tactical duty. The premium is applied to base pay.

G. Field Training Officer (FTO): Officers assigned in writing to act in the capacity of Field Training Officer will receive an additional five percent (5%) premium pay for actual hours worked as FTO. The premium is applied to base pay. Employees in position of Corporal are not eligible for this premium; the duties of the position of Corporal are inclusive of FTO training.

H. Officers assigned to "Officer Special Assignments" such as CRT, Detectives, Training Officer, Community Policing, and School Resource Officers will receive additional pay in combination for the additional duties of the assignment and also for not receiving holiday hours under Section 18 for when normally assigned as an officer on the 11.25 schedule. The pay rate is stated in Appendix A, BPA Salary Schedule. Note: Traffic Team assignment does not fall under this section.

I. Community Service Officers who function as Field Training Officers will receive additional five percent (5%) premium pay while performing FTO duties. The premium is applied to base pay.

J. Officers performing motorcycle patrol will receive additional five percent (5%) premium pay. The premium is applied to base pay.

K. Association members who are proficient in Spanish or American Sign Language (ASL) will receive an additional $1.15 per hour premium pay. The Association and Police Department management will jointly establish criteria and testing to determine eligibility. The City may test proficiency yearly.

L. Officers assigned to the K-9 Program are responsible for the care and maintenance of the assigned canine, and will be compensated for care and maintenance of their canine for 30 minutes per calendar day, at the officer's regular rate of pay. The parties agree that commuting with the animal is not "hours of work" solely because the animal is in the vehicle.

This premium is intended to compensate the officer for the ordinary off-duty care and maintenance of the canine (estimated for equivalent of 30 minutes per day) and to and meet

minimum wage requirements under law. The canine officer will not receive overtime wages for care and maintenance of the canine.

M. On Call Assignment: Employees assigned to on-call will receive an additional $4.50 per hour for the hours assigned on-call. Employees assigned to on-call status must be readily available to report to duty within 60 minutes. Readily available includes that the employee has not consumed intoxicants while on-call consistent with policy.

N. Deferred Compensation: The City will make available a deferred compensation plan for employee contribution. Deductions will be made from paychecks upon receipt of proper authorization. Employees are responsible for notifying the Payroll Office of changes in deductions.

For sworn, full-time personnel and beginning with their 20th year of employment with any law enforcement agency (Sworn Personnel does not include the position of CSO):

- Effective September 1, 2019, the City will match the employee's deferred compensation contribution in the amount of $75.00 per month.
- Effective July 1, 2020, the City will match the employee's deferred compensation contribution in the amount of $76.88 per month.
- Effective July 1, 2021, the City will match the employee's deferred compensation contribution in the amount of $78.80 per month.

To be eligible for the City match the employee must contribute to a City-sponsored deferred compensation plan a monthly amount equal to or greater than the City match amount.

Section Twenty-Eight. <u>Grievance Procedure</u>

A. A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement.

B. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following procedure:

STEP I: The employee and/or the Association representative shall discuss the grievance with their immediate supervisor outside the bargaining unit within fifteen (15) days from the occurrence thereof, or the employee's knowledge thereof. The supervisor shall respond to the grievance as quickly as possible, but no later than fifteen (15) days after the grievance is first discussed.

STEP II: If after fifteen (15) days from the date of receipt of the immediate supervisor's reply, the grievance remains unresolved, the Association may submit a written grievance to the next higher supervisor that includes (1) a statement of the contract violated, (2) specific provision(s) of the contract violated, and (3) the remedy sought. The supervisor shall meet with

the aggrieved party and the Association representative(s) and shall respond to the grievance in writing within fifteen (15) days of its submission to the supervisor.

STEP III: If after fifteen (15) days from the date of receipt of the supervisor's reply, the grievance remains unadjusted, the grievance may be submitted within fifteen (15) days to the Chief of Police or their designee. The Chief of Police or their designee shall meet with the employees' immediate supervisor, the aggrieved party, and the Association representative at the hearing. The Chief of Police or their designee shall respond to the grievance in writing within fifteen (15) days of its submission to the Chief of Police or their designee.

STEP IV: If after fifteen (15) days from the date of receipt of the Chief's reply, the grievance remains unresolved, the grievance may be submitted within fifteen (15) days to the City Manager. The City Manager shall meet with the aggrieved party, the Association representative(s) and the Chief of Police, and shall respond to the grievance in writing within fifteen (15) days of its submission to the City Manager.

STEP V: Mediation: If the Association is not satisfied with the decision provided by the City Manager at Step IV, the Association may submit the grievance to mediation within fifteen (15) days from either the City Manager's response or fifteen (15) days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. The parties agree to share the costs of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

STEP VI: If the grievance is not resolved with mediation, or for termination cases, not resolved within fifteen (15) days from submission of the grievance to the City Manager, the Association, shall have fifteen (15) days to provide written notice to the City Manager, of its intent to arbitrate. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within fifteen (15) days of the Association's written notice of the intent to arbitrate, the arbitrator shall be chosen in the following manner:

1. A list of seven arbitrators from the Oregon ERB State Conciliation Service shall be requested and the parties shall alternately strike one name from the list, until only one is left. The first strike shall be determined by lot. The remaining name shall be the arbitrator. Parties will strike names within fifteen (15) days of receipt of the list from the ERB. Nothing prohibits the parties from selecting a mutually agreeable arbitrator.

2. The arbitrator shall hold a hearing promptly and shall issue a decision within thirty (30) days of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated; he shall have no authority to alter, modify, vacate or amend any terms of the Agreement, or to decide on any condition that is not specifically treated in

this Agreement. The arbitrator's decision shall be final and binding on both parties, subject to PECBA.

3. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbitrator will hear the timeliness arguments first in a consolidated hearing, including any closing summation by the parties. The arbitrator will then rule from the bench on the timeliness issue. If the arbitrator determines that the grievance is timely, the parties will immediately proceed to the substantive presentation of the grievance arbitration.

4. The costs of the arbitrators shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.

C. Any time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Days are calendar days. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a granting of the grievance. However, if the parties cannot agree on a remedy, the remedy may be submitted to arbitration. A grievance may be terminated at any time upon receipt of a signed statement from the Association that the matter has been resolved.

Section Twenty-Nine. **Discipline and Discharge**

A. Disciplinary measures shall consist of only the following: written reprimand, unpaid suspension, disciplinary demotion, transfer from special assignment (Section 27H) or discharge. Discipline may be imposed only for just cause.

Counseling: Forms of evaluation and counseling are not considered discipline and may not be protested through the grievance process. Examples may include directives, letters of confirmation of verbal counseling or letters of expectation. These are less formal means of resolving issues related to daily operations or conflicts. Counseling may serve as notice to the employee for future disciplines. Counseling will be maintained in the supervisory file for review for yearly evaluations and are not placed in the personnel file. Counseling will be removed from the supervisory file after one (1) year or the next yearly evaluation, the greater. Upon request, an employee may review and request copies of counseling documents in their supervisory file. The employee may submit a written rebuttal to the counseling, which will be maintained in the supervisory file with the counseling document. Nothing in this Section shall be construed to prevent or prohibit the Chief of Police or superior officer from discussing operational matters informally with employees.

B. If the City has reason to discipline an employee, it will attempt to do so in a manner that will not embarrass the employee before other employees or the public.

C. All employees shall have the right to refuse a polygraph examination, psychological stress test, genetic test, or brain-wave test as those terms are defined in ORS 659A.300 without adverse consequences.

D. The Association shall have the right to grieve disciplinary matters, excluding discipline and discharge of probationary employees. See Section 36.

E. In order to assure that employees have adequate forewarning or foreknowledge of the possible or probable disciplinary consequences of their conduct, employees will not be subject to discipline under amended or new policies until they have been afforded an opportunity to read the policies on duty and/or received appropriate training on the policies.

F. Employee rights (to include *Weingarten, Garrity,* and *Loudermill* rights) and due process provisions related to disciplinary investigations are set forth in Police Department Manual Policy 1011.

G. A disciplinary action or any other adverse personnel action may not be undertaken by the City against an employee solely because that employee's name has been placed on a list maintained by a district attorney's office of recurring witnesses for whom there is known potential impeachment information, or that the employee's name may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963). This Subsection does not prohibit the City from taking disciplinary action or any other adverse personnel action against an employee consistent with other provisions of this Agreement based on the underlying acts or omissions for which that employee's name was placed on a prosecutor-maintained list, or may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963), if the actions taken by the law enforcement agency otherwise conform to the rules and procedures adopted City as determined through collective bargaining.

Section Thirty. **Medical, Dental and Life Insurance**

A. Medical. During the life of this Agreement, the City shall provide each employee with a family medical, hospital, major medical and vision insurance plan at the current benefit level if available, which is a high deductible medical insurance plan (HDP) combined with a Health Reimbursement Arrangement/Voluntary Employee Beneficiary Association (HRA/VEBA). Insurance plan is subject to change based on recommendations by the Health Insurance Committee and ratification by Association membership.

1. The premiums for the medical, dental and vision coverage described in this article shall be paid as follows: City of Bend – 90%, Employee – 10%.

2. Employees are eligible for coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which their employment terminates, except for cases involving disability or authorized leave. Age limitations for dependents shall coincide with the current insurance agreement. Employees who choose not to enroll either themselves or their families within the first month of employment may enroll at a later

date as insurance agreements allow, provided however, that each insurance carrier may declare any applicant ineligible at that time.

3. The City will credit $2000 for an individual and $4000 for a family into each employee's HRA account annually on the first day of the first month of each insurance policy year. In the event of separation of employment prior to the end of the plan year, the amounts credited into the HRA are pro-rated monthly with the plan year. New employees during the plan year will be credited the amounts described above to the HRA subject to the terms of the HRA. "Family" means the employee plus one or more eligible dependents, as defined in the insurance plan.

4. For members becoming eligible for coverage under this plan after the first month of the policy year, for the remainder of that policy year the City will credit $2000 for a single and $4000 for a family into each employee's HRA account on the date that the employee becomes eligible for coverage. There will be no contribution to the VEBA Trust during this time.

   The medical plan is administered in three phases: deductible, co-insurance and 100% coverage. The deductible is $4000 for an employee with family and $2000 for an individual employee; HRA funds may be used for deductible expenses at the discretion of the employee.

   After the deductible has been satisfied, co-insurance expenses will be shared as incurred between the insurance provider, the City and the Association member as follows:

   a) Insurance carrier – 75% up to $8,550 for a family and $6,000 for an individual.
   b) City – 15.625% up to $1,781 for a family and $1,250 for an individual.
   c) Employee – 9.375% up to $1,069 for a family and $750 for an individual.

   After co-insurance has been satisfied, medical expenses are covered at 100% for the remainder of the plan year.

   All medical costs are based on medical expenses the insurance company covers as usual customary charges. Cost of medical expenses incurred is based on use of a provider within a preferred network, use of an out of network provider may result in higher costs.

5. The City will be using a third party administrator HRA plan and the "HRA VEBA Trust" (Spokane) plan. The plans will allow HRA/VEBA money to be used on any allowable medical expenses outlined in the IRS section 213 (d) or any other applicable IRS sections related to eligible medical expenses. The HRA plan provides a debit card(s) option for accessing the HRA, and FSA accounts.

6. The City agrees to provide a Flexible Spending Account (FSA) plan that complies with IRC Section 125 requirements This plan will allow for medical or childcare costs to be paid from the employee's pre-tax earnings, and will have a plan year that coincides with the HDP policy year. If IRC regulations for these programs change, this contract provision may be reopened by either party.

7. The parties acknowledge that the plan carrier may change to a calendar year cycle. In such event, the intent of this agreement as regarding to monetary payments will be applied equitably pro-rated.

8. The Association group premium rates will be determined based on all City Department employees' and dependent's experience, including retired employees, and other relevant insurance industry principles. The parties will meet annually no later than June 1 to review City plan experience and to consider premium rate and plan changes.

B. Dental. During the life of this Agreement, the City shall provide each employee with a family dental and orthodontic insurance plan at the current benefit level, subject to change based on recommendations by the Health Insurance Committee and ratification by Association membership.

Employees are eligible for dental coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which their employment terminates, except for cases involving disability or authorized leave. Age limitations for dependents shall coincide with the current insurance agreement

C. Life. During the life of this Agreement, the City shall provide each employee with paid 24-hour life insurance protection in the amount of $50,000 and paid personal accidental protection in the amount of $50,000. The City will also provide each Association member with the option of purchasing life insurance to insure the life of each member of the employee's immediate family, subject to availability and requirements of City's group life insurance carrier. Employees and family members are eligible for coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which the employee's employment terminates except for cases involving disability or authorized leave.

D. Vision Insurance. The City shall provide each employee and dependents a vision insurance plan. Eligibility shall begin on the first day of the month following date of hire and shall end on the last day of the month in which employment terminates, except for cases involving disability or authorized leave. Age limitations for dependents shall coincide with the current insurance agreement.

E. Retired Employees. From retirement until age 60 for emergency personnel (DPSST sworn law enforcement officers as under PERS for police officers) or 62 for non-emergency personnel, as applicable below, the member will be responsible for all costs associated with the retiree insurance plan. Under the High Deductible Health Plan, this includes the premium, deductible, and OOP costs. Retired members will be eligible to continue on the High Deductible Health Plan at either the family or single option.

<u>Employee Hired after June 30, 2013 are eligible for the following:</u>

The City will provide access to the City's health care insurance plan for retired employees hired after June 30, 2013. This coverage will be made available to the employee until the employee becomes Medicare eligible, to the spouse until the spouse becomes Medicare eligible and for a child until the child no longer meets eligibility requirements. The City shall not be responsible for any costs associated with the retiree health care insurance coverage including Medicare and supplement to Medicare insurance.

Employees Hired prior to July 1, 2013 are eligible for the following sections (1) through (6):

The City will provide access to a medical plan and payment of premiums for a retired employee providing:

1. The employee has worked for the City of Bend 15 years prior to retirement. If the employee has a gap in service with the City but total combined service equals at least 15 years the employee is still eligible provided that the employee's most recent hire date is prior to July 1, 2013.

2. The employee retires after their 50th birthday for emergency personnel (DPSST sworn officers) and 55th birthday for non-emergency personnel.

3. A medical benefits plan is available under current Agreement with an insurance carrier and the employee and dependents (if applicable) qualify for such a plan.

4. The employee and dependents (if applicable) are continuously insured under group coverage prior to age 60 for emergency personnel and 62 for non-emergency personnel. Employees retiring prior to age 60 or 62, as applicable, shall be responsible for paying insurance premiums for themselves and their dependents (if applicable) until they qualify for City-paid benefits. Employees who allow a lapse in coverage will not be eligible for future City-sponsored insurance or payment of premiums.

5. Upon reaching age 60 or 62, as applicable, the City will pay the premium for the retiree for coverage under the City group retiree or PERS- sponsored insurance plan, if the retiree has continuously maintained City retiree or PERS group insurance since date of retirement. The City will also provide a City-funded HRA Med-B account to cover deductible expenses until the retiree reaches age 65. This account will be funded according to the enrollment coverage elected by the employee; if family coverage is elected the City will fund the amount of the family deductible, if single coverage is elected the City will fund the amount of the single deductible. Employees who are retired prior to July 1, 2020 will receive a City-funded HRA Med-B funded in the amount of the family deductible. The City will not pay the premium for any dependent coverage elected.

6. When the retiree reaches PERS Medicare eligibility (age 65) the retiree will have the following options, if the retiree has continuously maintained City retiree or PERS group insurance since date of retirement:

1. The retiree may enroll in a PERS Medicare supplement plan. The City will reimburse the employee the premium amount of the selected PERS Medicare plan. Retiree will be responsible for providing the City proof of enrollment in a qualified PERS Medicare supplement plan

2. In lieu of the City paid PERS Medicare supplement, the retiree may elect to opt-out of the City paid PERS supplement and receive an alternate monthly cash benefit. The cash benefit shall be equal to 50% of the average of all Oregon PERS Medicare medical premiums plus the average of all Oregon PERS Medicare dental premiums, or the lowest monthly Oregon PERS Medicare medical and dental premiums combined, whichever amount is lower. The cash benefit amount will be set on an annual basis on or about January 1st of each year based on published Oregon PERS Medicare premiums for the upcoming year. However, the cash benefit amount will never decrease from the cash benefit amount on the date of the retiree's election to opt out. The retiree must elect to opt-out prior to receiving any payments under this section and the retiree's election is irrevocable. The cash payment alternative recognizes that there may be Medicare supplement or Medicare advantage plans that may be preferred by the retiree; the cash benefit provided by the alternative may be used by the retiree to payment of all or part of an alternative plan or for any other purpose in the discretion of the retiree

Dependents may be included in City-sponsored insurance only as long as the retired employee is covered under the group or conversion plan, providing the dependents qualify under current policy agreements and the dependents have been continuously insured under a City-sponsored policy.

Regardless of the above, all retired employees and spouses are eligible for PERS insurance coverage at their own expense providing the employee is eligible for retirement benefits.

F. Employee Health Insurance Committee. The Association will appoint two members to represent the Association on the City of Bend Employee Health Insurance Committee. This committee will be composed of two representatives of each participating City of bargaining unit, two employees representing the non-represented employee group and an equal or lesser number of City management staff members. It is the charge of the Employee Health Insurance Committee to look at cost control through plan design and/or investigating different insurance carriers. The committee will strive to maintain a plan that is substantially equal in the insurance benefits to the current benefits.

The committee shall meet approximately quarterly to review insurance usage and discuss employee health insurance issues. Should the current insurance plan or one reasonably equal to it become unavailable, the committee will evaluate alternatives and recommend a course of action. If the committee cannot reach a consensus, then a report summarizing the positions of the committee members shall be given to the City Manager and the ruling board of each participating bargaining unit. If any or all parties, the City Manager or the bargaining unit, reject

the recommendation of the committee, or cannot reach agreement to change the insurance plan or carrier, then the parties will immediately commence bargaining.

G. In the event that current insurance programs are no longer available:

1. The parties agree to meet within 30 days to obtain insurance that, considered as a whole, is equivalent to the current benefit level. The parties waive midterm bargaining procedures provided by ORS 243.698.

2. If no agreement has been reached after 30 days of bargaining, either party may declare impasse and provide final offers and costing to the other party within 7 days of declaration. Thereafter, the parties will submit the issue to the ERB for interest arbitration, using the criteria of ORS 243.746.

Section Thirty-One. <u>Liability Insurance</u>

A. The City shall continue to cover employees during the duration of this Agreement with no less liability insurance than is currently in effect.

B. Legal Defense Plan: For Sworn employees and CSOs, the City will contribute towards the PORAC Legal Defense Plan that provides each of its members with an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the member arising out of the member's involvement in the scope of regular performance of their duty as duty as an employee for the City.

1. The City will contribute up to $6.00 toward the premium for each sworn officer paid by reimbursement of invoice provided by the Union for the "PORAC" Plan. Invoices by the Union may be quarterly.

2. The Association will provide a complete legal defense plan description to the City and written notice to the City of any changes to the plan description. Substantive changes in plan benefits may be subject to notice and bargaining under ORS 243.698.

3. The City recognizes that it is not entitled to the work product of the attorneys involved in this program. The City recognizes there exists an attorney client privilege between the attorney and the member.

Section Thirty-Two. <u>Retirement</u>

A. The City agrees to continue to provide the current retirement plan for each employee, such being through the Public Employees Retirement System of the State of Oregon or Oregon Public Service Retirement Plan (OPSRP).

B. The City will pay the employee's contribution of six percent (6%) of gross earnings to the Individual Account Program (IAP) associated with the Public Employee's Retirement System or Oregon Public Service Retirement Plan (OPSRP).

Section Thirty-Three. Mileage/Expenses Allowance

A. An employee authorized and directed to utilize their own vehicle in the performance of their official City duties shall be compensated at the current IRS rate.

B. For authorized trips, room accommodations will be reimbursed on the basis of reasonable actual expense; a meal allowance for the number of meals required in an amount equal to the current IRS per diem rate will be provided.

C. During the course of the Basic Police Academy presently conducted at Salem, Oregon, recruits will be compensated by the City under this Section for eight (8) round trips to Bend from the school site. For each two (2) weeks that the academy is expanded past sixteen (16) weeks, there will be an additional round trip, which will be compensated by the City.

Section Thirty-Four. Clothing Uniforms and Equipment

A. If an employee is required to wear a uniform, such uniform shall be furnished to the employee by the City. The cost of the uniform shall be paid by the City.

B. The City will provide a clothing allowance for sworn employees while assigned to plain-clothes duty in the amount of $750 for each calendar year, pro-rated for employees assigned to plain-clothes duty for less than a full year. Uniformed employees (sworn and non-sworn) shall receive a uniform maintenance allowance of $30 per month, payable in equal $15 amounts with each bi-monthly paycheck. The Crimes Analyst, Community Liaison, and Program Specialist assigned to CODE will receive an annual calendar-year stipend of $375 for business attire.

C. Sworn employees, Community Service Officers, Evidence, and Police Aides will receive $6.25 per bi-monthly pay period as a boot allowance consistent with the Department's Standard Operating Procedure P-10-02. The Department will provide Sworn employees and Community Service Officers hired after January 1, 2019 with $300 on their first paycheck after initial employment hire date. Thereafter, such employees will continue to receive $6.25 per bi-monthly pay period. The $6.25 per bi-monthly pay period boot allowance will stop upon promotion or transfer out of an Association-represented position or into an Association position that receives a clothing allowance. The $6.25 per bi-monthly pay period boot allowance will be reinstated upon transfer into an Association position that is eligible for the uniform maintenance allowance.

D. Officers assigned to Traffic or K-9 will receive $12.50 per bi-monthly pay period toward their boot allowance.

E. Non-Sworn employees will receive $ 4.17 per bi-monthly pay period towards footwear.

F. The City will provide a semi-automatic pistol and retired flat badge to each officer upon honorable retirement with at least ten (10) years of City of Bend Police Department service, the weapon will become the property of the officer.

Section Thirty-Five. Layoff

A. In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is laid off and who has advanced to their present classification from a lower classification in which they held a permanent appointment shall be offered a position in a lower classification in the same department.

B. Seniority in the lower classification shall be established according to the date of the employee's permanent appointment to that classification with ties broken as determined in Section 12(A).

C. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the Department. An employee on layoff status shall accept or decline an opening within ten (10) days of the notice of termination. Former employees are responsible to keep the City updated on address changes.

D. A layoff out of inverse order to seniority may be made, if in the City's reasonable judgment, retention of special job skills are required.

E. The City shall not be subject to the call back provision according to seniority after a twenty-four (24) month lapse has occurred since an employee was originally laid off.

Section Thirty-Six. Probation

A. Initial Probationary Period

Prior to the completion of the initial probationary period, employees may be discharged at will and such discharge is not subject to grievance under this agreement or policy.

1. Sworn Personnel: Shall serve a nine (9) month probationary period performing the duties of the position following the completion of the Police Training Officer Program (PTO) and Academy.
2. Community Service Officers: Shall serve a nine (9) month probationary period performing the duties of the position following the completion of the Community Service Officer Training Program.
3. Other: Shall serve a twelve (12) month probationary period from the date of hire.

B. Promotional Probationary Period

The promotional probationary period for all Association members who promote to a higher classification within the bargaining unit shall be twelve (12) months from the date of promotion.

Non-sworn Personnel who promote to a higher classification and do not successfully complete their promotional probationary period shall be reinstated to the employee's previous classification only if a vacancy exists in that classification. Sworn Personnel who promote to higher classifications who do not successfully complete their promotional probationary period will revert back to their prior classification. (Sworn Personnel does not include the position of CSO).

Section Thirty-Seven. Personnel File

A. No material in any form that can be construed to be derogatory shall be placed in an employee's personnel file unless the employee has first been allowed to read such material.

B. Any employee, upon request, shall have access to their personnel file.

C. Written reprimands shall be considered stale from an employee's personnel file after the employee has completed three (3) years discipline-free service following receipt of the last formal reprimand. In such cases and at the request of the employee, a stale reprimand will be removed from the employee's personnel file. Formal disciplinary actions exceeding a written reprimand will remain in the employee's personnel file.

Section Thirty-Eight. Police Proficiency Incentive Program

In order to maintain and improve officers' law enforcement skills, the parties adopt the following proficiency program for sworn police officers:

A. Sworn Police Officers are eligible for the following incentives:

Achievement Levels

Incentive	DPSST Certification		Education
9%	Intermediate		AA Degree or 1 College Course per year

14%	Advanced		AA Degree or 1 College Course per year

Annual Requirements (both required)

1. DPSST Certification: The officer must obtain or maintain Department of Public Safety Standards and Training (DPSST) intermediate or advanced certificate and,

2. Education:

a. One of the major goals of this program for each participating officer is to attain at least an Associate's Degree in Administration of Justice or an equivalent degree; therefore, all that do not possess such degree are required to complete at least one approved college course each year on their own time and own expense and attain a grade of "C" or better.

3. The incentive values for DPPST pay provided in this section are not cumulative. (ie: 9% or 14%)

B. Requirements for Participation in the Achievement Program (PIP) Each Fiscal Year.

Participation in the achievement program in each fiscal year is contingent upon having fulfilled the previous fiscal year's annual requirements by July 1.

New employees completing the probationary period described in Section Thirty-Six shall be eligible for the proficiency incentive program. Appropriate incentive compensation shall commence with the next pay period following the completion of the probationary period. Lateral probationary officers with DPSST certification are eligible upon employment.

C. Requirements for Continuation in the Achievement Program During each Fiscal Year.

Continuation of payments under the terms of this program during each fiscal year shall be subject to maintenance of a satisfactory yearly performance evaluation. The City will give reasonable notice of poor performance and, if applicable, will give opportunity to improve before disqualification from PIP.

D. Officers Attaining DPSST Certification During the Fiscal Year

In the event that an officer complies with all requirements, appropriate incentive compensation shall commence with the next pay period after certification is received from DPSST; however, payment shall be retroactive to the date the officer submits a completed application for DPSST certification.

Section Thirty-Nine. Educational Expenses.

Decisions concerning attendance at conferences, conventions or other meetings at City expense will be made by the Chief or designee. Permission for such shall be granted on the basis of an employee's participation in the meeting or the direct relation of their work to the subject matter of a meeting.

The employee's reasonable actual lodging and travel expenses shall be paid by the City for an employee required to attend a conference or business meeting when said conference or business meeting is held at locations other than the employee's regular job location. Meal expense shall be in accordance with the IRS per diem rates unless special arrangements are made to reimburse reasonable actual costs.

The City shall pay a tuition and instructional material costs for any employee required by the City to attend a regular course of instruction.

An employee who voluntarily attends a course of instruction that is directly related to their duties may receive tuition and instructional material costs reimbursement from the City upon successful completion of the course and if prior authorization for reimbursement has been obtained. The cost per credit hour may not exceed the rate currently established for Oregon State University Undergraduate program. Total payment for books and other required supplies may not exceed $100.00 per class.

For the purpose of encouraging employees to pursue an education related to their employment, the City may afford employees time off during regular working hours to attend courses approved in advance by the Chief or designee.

This section shall not apply to the first class taken each fiscal year by police officers receiving education incentive pay under Section 38.

Officers participating in the PIP shall bear the cost of the first class taken each fiscal year.

Section Forty. **Bi-Weekly Pay Periods.**

The City reserves the right to modify the existing payroll cycle from semi-monthly to bi-weekly. The City will provide notice to the Association no less than 90 calendar days in advance of this payroll cycle change. Employees will be given the following options to assist with this transition:

- Ability to cash out twenty-four (24) hours of vacation and/or compensatory time at least one pay period prior to the first bi-weekly paycheck; OR
- Request a no interest loan from the City, to be repaid in equal installments via payroll deductions. This loan cannot exceed a 12-month repayment plan.

Any assistance provided cannot be in excess of the actual number of hours needed to provide no interruption of regular pay between the last semi-monthly pay period and the first bi-weekly pay period. Employees may not utilize more than one assistance option.

The parties agree that there is no duty to bargain the impact of this payroll cycle change.

Section Forty-One. **Savings Clause.**

If any Section of this Agreement or any addition thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Section should be restricted by such tribunal, the remainder of this Agreement and its addenda shall not be affected thereby. If such event occurs, the parties agree to enter into negotiations, consistent with ORS 243.698, for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section Forty-Two. Termination and Duration.

This agreement shall be effective as of the first day upon execution, and shall remain in full force and effect until the 30th day of June 2022. Negotiations for a successor agreement will begin by February of the expiring year. This agreement shall remain in full force and effect until a new contract is executed.

DATE: 9-23-19

CITY OF BEND

DATE: 09/23/19

THE BEND POLICE ASSOCIATION

BEND POLICE ASSOCIAITON
Salary Schedule - Effective July 1, 2019

Grade	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
590	OFFICER	5,405	5,675	5,959	6,257	6,570
	11.25 Hr Shift or Traffic Team)	31.1818	32.7409	34.378	36.0969	37.9018
596	CORPORAL	5,786	6,075	6,379	6,698	7,033
	(11.25 Hour Shift)	33.3805	35.0496	36.8021	38.6423	40.5745
600	SERGEANT	6,417	6,738	7,075	7,428	7,800
	(11.25 Hour Shift)	37.0204	38.8715	40.8151	42.8559	44.9987
675	SPECIALIST	3,725	3,911	4,107	4,312	4,528
	Records & Evidence (40 Hour)*	21.4903	22.5649	23.6932	24.8779	26.1218
660	PROGRAM SPECIALIST	3,921	4,117	4,323	4,539	4,766
	Records & Evidence (40 Hour)*	22.6213	23.7524	24.9401	26.1872	27.4966
620	PROGRAM SPECIALIST, SR	4,384	4,603	4,833	5,075	5,328
	Records & Evidence (40 Hour)*	25.2903	26.5549	27.8827	29.2769	30.7408
665	PROGRAM SPECIALIST LEAD*	4,603	4,833	5,075	5,328	5,595
	Records & Evidence (40 Hour)*	26.5549	27.8827	29.2769	30.7408	32.2779
620	POLICE AIDE	4,384	4,603	4,833	5,075	5,328
	(40 Hour)	25.2903	26.5549	27.8827	29.2769	30.7408
625	COMMUNITY SERVICE	4,426	4,648	4,880	5,124	5,380
	OFFICER* *(40 Hour)*	25.5371	26.814	28.1547	29.5625	31.0407
667	COMMUNITY SERVICE	4,648	4,880	5,124	5,380	5,649
	OFFICER LEAD* *(40 Hour)*	26.814	28.1547	29.5625	31.0407	32.5928
660	ADMINISTRATIVE SPECIALIST*	3,921	4,117	4,323	4,539	4,766
	(40 Hour)	22.6213	23.7524	24.9401	26.1872	27.4966
663	ADMINISTRATIVE SPECIALIST, SR*	4,117	4,323	4,539	4,766	5,004
	(40 Hour)	23.7524	24.9401	26.1872	27.4966	28.8715
640	CRIMES ANALYST*	5,528	5,804	6,095	6,399	6,719
	(40 Hour)	31.8921	33.4868	35.1612	36.9193	38.7653
640	COMPLIANCE COORDINATOR*	5,528	5,804	6,095	6,399	6,719
	(40 Hour)	31.8921	33.4868	35.1612	36.9193	38.7653
645	PUBLIC SAFETY SYSTEMS	6,294	6,608	6,939	7,286	7,650
	TECHNOLOGY ADMINISTRATOR* *(40 HR)*	36.3096	38.1251	40.0314	42.033	44.1347
670	PUBLIC SAFETY SYSTEMS	4,944	5,192	5,451	5,724	6,010
	TECHNOLOGY SPECIALIST* *(40 HR)*	28.5255	29.9518	31.4494	33.0219	34.673
670	SCHEDULING & STAFFING ANALYST*	4,944	5,192	5,451	5,724	6,010
	(40 Hour)	28.5255	29.9518	31.4494	33.0219	34.673
670	POLICE COMMUNITY LIAISON*	4,944	5,192	5,451	5,724	6,010
	(40 Hour)	28.5255	29.9518	31.4494	33.0219	34.673

Detective Assignment and Officer Special Assignment:

Consistent with Section 27.H, Officers assigned Detective or Special Assignment receive the following monthly wage. Detective and Special Assignment are not separate classifications and the hourly rate is calculated from the yearly salary using 2080 hours per year.

610	DETECTIVE / OFFICER SPECIAL	5,925	6,221	6,533	6,859	7,202
	ASSIGNMENT *(40 Hour)*	34.1839	35.8931	37.6878	39.5722	41.5509
598	DETECTIVE / CORPORAL SPECIAL	6,343	6,660	6,993	7,343	7,710
	ASSIGNMENT *(40 Hour)*	36.5934	38.4231	40.3443	42.3616	44.4797
615	SERGEANT - ADMIN	6,948	7,295	7,660	8,043	8,445
	(40 Hour)	40.0822	42.0864	44.1908	46.4004	48.7205

*Positions not subject to incentive pay

For all positions, the base hourly rate is calculated from the yearly salary using 2080 hours per year.

BEND POLICE ASSOCIAITON
Salary Schedule - Effective July 1, 2020

Grade	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
590	OFFICER	5,540	5,817	6,108	6,413	6734
	11.25 Hr Shift or Traffic Team)	31.9613	33.5594	35.2374	36.9993	38.8493
596	CORPORAL	5,931	6,227	6,538	6,865	7,209
	(11.25 Hour Shift)	34.215	35.9258	37.7221	39.6083	41.5888
600	SERGEANT	6,577	6,906	7,251	7,614	7,995
	(11.25 Hour Shift)	37.9459	39.8432	41.8354	43.9272	46.1236
675	SPECIALIST	3,818	4,009	4,209	4,420	4,641
	Records & Evidence (40 Hour)*	22.0276	23.129	24.2855	25.4998	26.7748
660	PROGRAM SPECIALIST	4,019	4,220	4,431	4,653	4,885
	Records & Evidence (40 Hour)*	23.1868	24.3462	25.5636	26.8418	28.1839
620	PROGRAM SPECIALIST, SR	4,493	4,718	4,954	5,202	5,462
	Records & Evidence (40 Hour)*	25.9226	27.2188	28.5798	30.0088	31.5093
665	PROGRAM SPECIALIST LEAD*	4,718	4,954	5,202	5,462	5,735
	Records & Evidence (40 Hour)*	27.2188	28.5798	30.0088	31.5093	33.0848
620	POLICE AIDE	4,493	4,718	4,954	5,202	5,462
	(40 Hour)	25.9226	27.2188	28.5798	30.0088	31.5093
625	COMMUNITY SERVICE	4,537	4,764	5,002	5,252	5,515
	OFFICER* *(40 Hour)*	26.1755	27.4843	28.8586	30.3016	31.8167
667	COMMUNITY SERVICE	4,764	5,002	5,252	5,515	5,791
	OFFICER LEAD* *(40 Hour)*	27.4844	28.8587	30.3017	31.8168	33.4077
660	ADMINISTRATIVE SPECIALIST*	4,019	4,220	4,431	4,653	4,885
	(40 Hour)	23.1868	24.3462	25.5636	26.8418	28.1839
663	ADMINISTRATIVE SPECIALIST, SR*	4,220	4,431	4,653	4,885	5,129
	(40 Hour)	24.3462	25.5636	26.8418	28.1839	29.5931
640	CRIMES ANALYST*	5,666	5,949	6,247	6,559	6,887
	(40 Hour)	32.6894	34.3239	36.0401	37.8422	39.7344
640	COMPLIANCE COORDINATOR*	5,666	5,949	6,247	6,559	6,887
	(40 Hour)	32.6894	34.3239	36.0401	37.8422	39.7344
645	PUBLIC SAFETY SYSTEMS	6,451	6,774	7,112	7,468	7,841
	TECHNOLOGY ADMINISTRATOR* *(40 HR)*	37.2173	39.0782	41.0322	43.0839	45.2381
670	PUBLIC SAFETY SYSTEMS	5,068	5,321	5,588	5,867	6,160
	TECHNOLOGY SPECIALIST* *(40 HR)*	29.2386	30.7006	32.2357	33.8475	35.5399
670	SCHEDULING & STAFFING ANALYST*	5,068	5,321	5,588	5,867	6,160
	(40 Hour)	29.2386	30.7006	32.2357	33.8475	35.5399
670	POLICE COMMUNITY LIAISON*	5,068	5,321	5,588	5,867	6,160
	(40 Hour)	29.2386	30.7006	32.2357	33.8475	35.5399

Detective Assignment and Officer Special Assignment:

Consistent with Section 27.H, Officers assigned Detective or Special Assignment receive the following monthly wage. Detective and Special Assignment are not separate classifications and the hourly rate is calculated from the yearly salary using 2080 hours per year.

610	DETECTIVE / OFFICER SPECIAL	6,073	6,377	6,696	7,031	7,382
	ASSIGNMENT *(40 Hour)*	35.0385	36.7905	38.6301	40.5617	42.5898
598	DETECTIVE / CORPORAL SPECIAL	6,501	6,827	7,168	7,526	7,903
	ASSIGNMENT *(40 Hour)*	37.5082	39.3837	41.3529	43.4206	45.5917
615	SERGEANT - ADMIN	7,121	7,477	7,851	8,244	8,656
	(40 Hour)	41.0843	43.1386	45.2956	47.5604	49.9385

*Positions not subject to incentive pay

For all positions, the base hourly rate is calculated from the yearly salary using 2080 hours per year.

BEND POLICE ASSOCIAITON
Salary Schedule - Effective July 1, 2021

Grade	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
590	OFFICER	5,678	5,962	6,261	6,574	6902
	11.25 Hr Shift or Traffic Team)	32.7603	34.3984	36.1184	37.9244	39.8207
596	CORPORAL	6,079	6,383	6,702	7,037	7,389
	(11.25 Hour Shift)	35.0704	36.824	38.6652	40.5985	42.6285
600	SERGEANT	6,742	7,079	7,433	7,804	8,195
	(11.25 Hour Shift)	38.8945	40.8393	42.8813	45.0254	47.2767
675	SPECIALIST	3,914	4,109	4,315	4,530	4,757
	Records & Evidence (40 Hour)*	22.5783	23.7073	24.8927	26.1374	27.4443
660	PROGRAM SPECIALIST	4,120	4,326	4,542	4,769	5,007
	Records & Evidence (40 Hour)*	23.7665	24.9549	26.2027	27.5129	28.8886
620	PROGRAM SPECIALIST, SR	4,606	4,836	5,078	5,332	5,598
	Records & Evidence (40 Hour)*	26.5707	27.8993	29.2943	30.7591	32.2971
665	PROGRAM SPECIALIST LEAD*	4,836	5,078	5,332	5,598	5,878
	Records & Evidence (40 Hour)*	27.8993	29.2943	30.7591	32.2971	33.912
620	POLICE AIDE	4,606	4,836	5,078	5,332	5,598
	(40 Hour)	26.5707	27.8993	29.2943	30.7591	32.2971
625	COMMUNITY SERVICE	4,651	4,883	5,127	5,384	5,653
	OFFICER* *(40 Hour)*	26.8299	28.1714	29.58	31.059	32.612
667	COMMUNITY SERVICE	4,883	5,127	5,384	5,653	5,935
	OFFICER LEAD* *(40 Hour)*	28.1715	29.5801	31.0592	32.6122	34.2429
660	ADMINISTRATIVE SPECIALIST*	4,120	4,326	4,542	4,769	5,007
	(40 Hour)	23.7665	24.9549	26.2027	27.5129	28.8886
663	ADMINISTRATIVE SPECIALIST, SR*	4,326	4,542	4,769	5,007	5,258
	(40 Hour)	24.9549	26.2027	27.5129	28.8886	30.3331
640	CRIMES ANALYST*	5,808	6,098	6,403	6,723	7,059
	(40 Hour)	33.5066	35.182	36.9411	38.7882	40.7277
640	COMPLIANCE COORDINATOR*	5,808	6,098	6,403	6,723	7,059
	(40 Hour)	33.5066	35.182	36.9411	38.7882	40.7277
645	PUBLIC SAFETY SYSTEMS	6,612	6,943	7,290	7,655	8,037
	TECHNOLOGY ADMINISTRATOR* *(40 HR)*	38.1477	40.0551	42.0579	44.1608	46.3689
670	PUBLIC SAFETY SYSTEMS	5,195	5,454	5,727	6,014	6,314
	TECHNOLOGY SPECIALIST* *(40 HR)*	29.9696	31.4681	33.0416	34.6937	36.4284
670	SCHEDULING & STAFFING ANALYST*	5,195	5,454	5,727	6,014	6,314
	(40 Hour)	29.9696	31.4681	33.0416	34.6937	36.4284
670	POLICE COMMUNITY LIAISON*	5,195	5,454	5,727	6,014	6,314
	(40 Hour)	29.9696	31.4681	33.0416	34.6937	36.4284

Detective Assignment and Officer Special Assignment:

Consistent with Section 27.H, Officers assigned Detective or Special Assignment receive the following monthly wage. Detective and Special Assignment are not separate classifications and the hourly rate is calculated from the yearly salary using 2080 hours per year.

610	DETECTIVE / OFFICER SPECIAL	6,225	6,536	6,863	7,206	7,567
	ASSIGNMENT *(40 Hour)*	35.9145	37.7103	39.5959	41.5757	43.6545
598	DETECTIVE / CORPORAL SPECIAL	6,664	6,997	7,347	7,714	8,100
	ASSIGNMENT *(40 Hour)*	38.4459	40.3682	42.3867	44.5061	46.7315
615	SERGEANT - ADMIN	7,299	7,664	8,048	8,450	8,872
	(40 Hour)	42.1114	44.217	46.4279	48.7493	51.1868

*Positions not subject to incentive pay

For all positions, the base hourly rate is calculated from the yearly salary using 2080 hours per year.