
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PENDLETON

AND

THE PENDLETON CITY POLICE ASSOCIATION

JULY 1, 2019 to JUNE 30, 2022

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CONTRACT AGREEMENT AND PURPOSE

The parties to this Agreement are the City of Pendleton and the Pendleton City Police Association, hereinafter named "City" and "Association," respectively. The purpose of this Agreement is to establish the full agreement between the parties and to regulate the mutual relations relating to wages, hours, working conditions and benefits for employees covered by this Agreement, and to foster a harmonious working relationship between the City and covered employees.

ARTICLE 1 -- RECOGNITION

SECTION 1. The City of Pendleton recognizes the Pendleton City Police Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment of employees in the bargaining unit.¹

SECTION 2. For the purposes of this Agreement, members of the bargaining unit shall be those employed full time in the classification of full-time Corporal(s), Police Officer(s), Police Assistant(s), Code Enforcement Officer(s). All other non-enforcement employees of the Police Department represented by another labor organization, supervisors, and confidential employees are excluded and will not be represented by the Association.

SECTION 3. When used in this contract, "employee" shall mean only those persons represented by the Association. "Full-time employee" refers to those employees who have satisfactorily completed their probationary period.

SECTION 4. Peace officers in the classifications of Police Officer and Corporal may be assigned to and removed from assignments including, but not limited to, School Resource Officer, K-9 Handler, Community Services Officer, Motor Officer and Detective. These are special duty assignments, not separate positions within the bargaining unit.

ARTICLE 2 -- ASSOCIATION CHECK-OFF

The City agrees to deduct Association assessments and monthly Association dues from those employees who individually request in writing on authorized payroll deduction forms that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association monthly. The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of administration of this Article of the Agreement arising out of

¹ The parties agree that the bargaining unit historically has represented employees performing the duties of Records/Communications Supervisor, Senior Dispatch, and Dispatcher. In the future, should such positions be re-instituted, the Association shall be recognized as the representative for such employees.

or resulting from the actions or inactions of the Association. The Association agrees to refund to the City any amounts paid to the Association in error on account of check-off provisions upon presentation of proper evidence thereof, and the parties agree to cooperate in the adjustment of errors.

ARTICLE 3 -- ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION 1. The City agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any employee because of any lawful activities in an official capacity on behalf of the Association.

SECTION 2. The Association recognizes its responsibility as bargaining agent, and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 3. The City and the Association mutually agree that they shall not discriminate against any applicant or employee because of race, sex, color, national origin, disability, age or any other reason protected by law. Nothing herein shall prevent the City from establishing bona fide occupational requirements.

ARTICLE 4 -- MANAGEMENT RIGHTS

SECTION 1. It is understood and agreed that the City possesses the sole right to conduct the City's business and carry out its obligations and that all management rights repose in it, but that such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the provisions of this Agreement. The power or authority, which the City has not officially abridged, delegated or modified by this Agreement, is retained by the City.

SECTION 2. Excluding those rights, which are superseded by this agreement, management shall enjoy, but not be limited to, the following rights:

- A. To utilize personnel, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the Police Department, to develop, implement, and enforce department rules, regulations, procedures, and guidelines; and to assess employees' job performance.
- C. To hire, schedule, promote, transfer, assign, train or retrain employees in positions within the Police Department.
- D. To suspend, demote, discharge or take other appropriate disciplinary action against the employee for just cause. Scheduling of disciplinary days off will be at the convenience of department operations. The City has the right to

discharge probationary employees for any reason without recourse to the grievance procedures of this Agreement.

- E. To determine the size and composition of the work force and to lay off employees.
- F. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission, including: transfer, alteration, curtailment, addition or discontinuance of any services; establishment of acceptable standards of job performance and qualifications; and purchase and utilization of equipment.
- G. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.
- H. The City retains the right to establish job descriptions, work rules and rules of conduct.
- I. The exercise of management rights, except where abridged by specific provisions of this Agreement, is not subject to challenge by the grievance procedure.
- J. The City shall have the right to take any and all actions necessary in the event of an emergency.

SECTION 3. The parties recognize the City may need to make operational changes in areas not covered by the above management responsibilities. In the event the City desires to make a change in a mandatory subject of bargaining, for which bargaining is mandated by the Public Employee's Collective Bargaining Act (PECBA), the City shall give the Association at least fourteen (14) days notice of the desired change in writing. The Association may request bargaining of the issue, and the City thereafter will meet with the Association in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of an ERB mediator. If mediation is unsuccessful, at the conclusion of the 90 day expedited bargaining process, the City may implement and the Association may choose to take the issue to interest arbitration if arbitrable.

ARTICLE 5 -- CITY SECURITY

The Association agrees that no employee covered by this Agreement shall engage in any work stoppage, slow-down, or strike, and that if any unauthorized or wildcat work stoppage, slow-down, or strike takes place, the City shall immediately notify such employees so engaged in such unauthorized activities to cease and desist and shall provide notice to the association that such work stoppage, slow-down or strike is illegal and unauthorized. Any employee who persists in any such illegal activity after being notified to cease and desist shall be subject to immediate dismissal by the City.

ARTICLE 6 -- ASSOCIATION BUSINESS

SECTION 1. Bargaining sessions between the Association and the City shall be at times and for durations agreed upon by the parties. Up to two (2) members of the Association's Collective Bargaining Negotiating Committee on duty shall be allowed time off with pay subject to call and the City's reasonable operating needs and without the requirement to make up such time for negotiating with the City a contract between the City and the Association.

SECTION 2. An Association representative shall be allowed time off with pay and without the requirement to make up such time to make formal presentations in order to adjust grievances, attend arbitration, or attend meetings with City management regarding association business with the City.

SECTION 3. Time off without pay for Association business other than referred to in Sections 1 and 2 above may be allowed upon seven (7) days advance notice to the Police Chief. Association leave shall not exceed a total of six (6) days per calendar year, and shall be limited to Association officers. Association officers shall be permitted to exchange shifts or days off with other employees upon approval of the Police Chief, provided that the granting of such time off results in no additional expense to the City.

SECTION 4. The Association may hold business meetings in City Conference Rooms by properly reserving the facilities for said use.

ARTICLE 7 -- OUTSIDE EMPLOYMENT

SECTION 1. Permission to work at outside employment (other than for the City) while an employee of the City must be approved by the Chief of Police and, if the employment is of a permanent nature, approval must be by the Chief of Police and the Pendleton City Manager in accordance with established policy and procedure. In order to be approved, the outside employment must:

- A. Be compatible with the employee's City duties.
- B. In no way detract from the efficiency of the employee in City duties.
- C. In no way is a discredit to City employment.
- D. Not take preference over extra duty required by City employment.

SECTION 2. Such work is performed solely at the option of the employee, generally for the benefit of the school district, community charities, and similar organizations conducting events at which they desire a police security presence. These hours of work are not to be combined with any hours worked for the City for purposes of overtime consistent with the FLSA and 29 CFR 553.227. The requesting organization is responsible for all employee compensation and liability for that time.

ARTICLE 8 -- SENIORITY

SECTION 1. Seniority means a full-time employee's length of continuous service in

the Police Department since the date of hire.

SECTION 2. The City shall establish and maintain on a current basis a seniority list for all members of the Police Department. The list shall contain the date of hire, and the date of promotion to current rank. The seniority list shall be made available to the Association for posting whenever it is updated or otherwise revised.

SECTION 3. An employee shall lose all seniority upon termination of employment in the Police Department.

SECTION 4. This seniority article shall not be applicable nor shall any right or benefit accrue to any full-time employee whose position is funded in full or in part by Federal, State, private or other grants made to the City for the reason that such grants are not under the direct control of the City and it is not possible for the City to make long range seniority plans with respect to such positions which are funded by grants, unless the City and the Association designate the position as seniority eligible by mutual agreement.

ARTICLE 9 – LAYOFF

SECTION 1. Layoff. In the event of layoff, for any reason, employees shall be laid off by job classification in the inverse order of seniority. An employee bumping to a lower paid job classification must be able to meet immediately the minimum qualifications of that classification pertaining to physical fitness examination, the written aptitude examination, and be certified or certifiable for the position into which the bump is to be made within thirty (30) days of the bump. Typing skill levels and other acquirable skill levels for the function to which they are bumping must be acquired or learned within six (6) months. An employee bumping to a lower classification is not required to take an oral examination. Employees who bump will be on a probationary period as outlined by contract or City policy for six (6) months.

SECTION 2. Employees who bump or are laid off shall be recalled to their former classification in order of seniority. Employees may be recalled from layoff only to work on a full-time basis according to seniority and part-time appointment is not a recall. No new employees shall be hired until all employees on layoff status have had an opportunity to return to full-time work. The employee's layoff status and recall rights shall end after two (2) years on layoff status. The employee shall maintain a current address with the City and City will give the employee and the Association President two (2) weeks notice of employee's recall. In the event the employee either (1) fails to notify the City of acceptance of recall, or (2) declines to come back to work for the City, or (3) fails to keep the City informed of the current address, then the employee shall lose all rights under this article.

SECTION 3. Employees who are laid off may, at their option and at their expense, maintain the health insurance program provided under this contract by making payment to the City or designee. Such employees will be required to pay one (1) month in advance and shall be allowed the opportunity to continue the health insurance at their expense during layoff status, but for no longer than eighteen (18) months or as otherwise provided for by the COBRA laws.

SECTION 4. Employees on lay-off status are not entitled to annual leave or any other benefits, except as stated in Section 6 above. Employees who are called back to full-time employment within two (2) years after lay-off shall be reinstated at a level of annual leave accrual and seniority as though they had worked during the entire lay-off period. Employees on lay-off status who would have attained five (5) or ten (10) years' service during that period shall be eligible, upon reinstatement, for the provision of Article 13, Section 9.

ARTICLE 10 -- PROBATION

SECTION 1. Probationary Employees. Every employee shall serve a minimum probationary period of eighteen (18) months from the date of appointment to the Pendleton Police Department in a certified sworn enforcement position, and twelve (12) months in a non-certified position. However, a lateral hire sworn officer who possesses Oregon DPSST certification or who is eligible to become certified in Oregon through Career Officer Development shall serve a twelve (12) month probationary period. A probationary employee shall have all rights granted under this contract, except for the right to pursue a grievance over disciplinary matters. The probationary period may be extended for a period not to exceed six months upon the mutual written consent of the Police Chief, the Association and the employee. Any employee failing to successfully complete the probationary period (or extended probationary period, if applicable) shall be terminated without any rights to appeal or file a grievance under this contract.

SECTION 2. Probationary Period/Promotion. Employees promoted into a new position or different position will serve a six (6) month probationary period in the new position. During this time the employee may elect to return to the previous position and rate of pay without penalty or the City may determine that the employee is unable to perform the duties of the new position, in which event the employee shall be returned to the previous position and rate of pay by the City. After an employee has satisfactorily completed the probationary period in the new position the employee shall be considered regularly assigned to the new position.

Any member promoted to the rank of sergeant who, within their six (6) month promotional probation, voluntarily chooses to return to the association will retain their seniority as if they had never left. The employee will be eligible to compete for a corporal position if one is vacant or is vacated by another corporal promoting to sergeant.

ARTICLE 11 -- HISTORICAL BENEFITS/WORK RULES

SECTION 1. The Association agrees that its members shall comply with all policy rules and regulations, including those relating to conduct and work performance.

SECTION 2. The City may adopt work rules not in conflict with the provisions of this Agreement for the operation of the Police Department and the conduct of the employee and to encourage and maintain the proper and efficient operation thereof. The Association will be invited to offer suggestions and recommendations in the adoption and implementation of

work rules promulgated by the City. It is understood, however, that final authority to change, modify or delete any work rule or regulation rests with the City.

SECTION 3: This article shall not be construed to permit the unilateral changes in hours, wages, or working conditions during the term of this contract without proper notice and bargaining if requested by the Association in accordance with Article 4, Section 3 relating to mid-term bargaining.

ARTICLE 12 – WAGES AND SALARIES

SECTION 1. The Salary Schedule shall be adjusted during the period of this agreement as follows (and see salary scales attached as Appendix A):

Effective July 1, 2019 – each step shall be increased by 3%.

Effective July 1, 2020 – each step shall be increased by 3%.

Effective July 1, 2021 – each step shall be increased by 3%.

Additionally, on July 1, 2018, a 4% step will be added to the top end of the pay scale. Movement to the new top step will only be obtained by employees who have been at the top step of the current pay scale for 1 year or more. Future movement to the top step will occur on anniversary dates as usual.

SECTION 2. Step Increases. A non-sworn employee shall be eligible for a step increase upon successful completion of twelve (12) months employment. A sworn employee shall be eligible for a step increase at the completion of eighteen (18) months employment from date of hire. A laterally hired sworn employee who is placed at less than the top step of the range shall be eligible for a step increase at the completion of twelve (12) months employment. All employees shall be eligible for additional step increases at one (1) year intervals thereafter. Step increases shall be limited to the salary range as provided herein.

SECTION 3. Longevity Pay. At the completion of 15 years of continuous service, an employee shall be paid a one-time lump sum payment equal to 5% of his/her annual base pay. Payment will be made at the end of the month payroll, in the month of the calendar year in which the employee qualifies. The payment shall be issued in a check, which is separate from the monthly payroll check.

ARTICLE 13 -- WORK WEEK AND OVERTIME

SECTION 1. DEFINITIONS:

- A. Patrol Employees: shall include all Police Officers and Police Corporals assigned to patrol.
- B. Support Employees: shall include all other employees, including those in Special Duty Assignments, who are covered under this Agreement.
- C. Work Period: for Patrol Employees assigned to a 12-hour shift schedule, shall consist of twenty-eight (28) consecutive calendar days, as explained under the

7(k) exemption for law enforcement in the Federal Labor and Standards Act (FLSA).

- D. Workweek: for Support Employees shall consist of a seven (7) day work schedule totaling no more than forty (40) hours. The normal workweek shall begin at 12:01am Monday, and end at midnight on the following Sunday. The normal work schedule consists of five (5) consecutive eight (8) hour days with two days off; four (4) consecutive ten (10) hour days with three (3) days off.
- E. Work Shift: begins with the first hour of the employee's scheduled workday and ends with the last scheduled hour.
- F. Mandatory Overtime: includes all "call back" duty and all court appearances that result from the services of valid subpoenas issued in response to work conducted on the City's behalf.
- G. Call Back: Occurs when an employee's status changes from off-duty to on-duty in order to maintain minimum staffing levels.
- H. Straight Time: refers to the rate of compensation. Employees are only credited for hours worked in a 28-day cycle when calculating the rate of pay. All sick, annual leave and sick leave bonus days taken will not be counted as hours worked. Employees assigned to twelve (12) hour shifts must work 171 hours within a defined 28-day cycle before overtime compensation can be earned.

SECTION 2. HOURS OF WORK:

- A. A workday is defined as the twenty-four (24) hour period commencing with the start of the employee's regular shift.
- B. A normal workday shall consist of eight (8) hours, ten (10) hours or (12) hours including meal breaks.
 - 1. Officers will be in uniform and ready to start their assigned tour(s) of duty at the time designated on the posted schedule.
 - 2. Officers will make every effort to take their assigned meal break between the fourth and eighth hour worked.
 - 3. Officer will maintain communication by keeping their portable radios on while taking their designated meal break, because they will be subject to call out.
 - 4. Meal Breaks:
 - a. Patrol - Will be counted as time worked; therefore, officers will be compensated at their regular rate of pay during their meal break.
 - b. Support Staff – May have their meal breaks counted as time worked depending on assignment. Police Assistants are allowed an hour lunch that does not count as time worked since they are not subject to call out. If/when Police Assistants are required to work during scheduled lunch breaks they will be compensated at their overtime rate.
 - 5. Officers will not be compensated at an overtime rate if/when they are called out from their meal break.
- C. A normal workweek, excluding training time, call back and court appearances shall consist of a seven (7) day work schedule as follows: five (5) consecutive eight (8) hour shifts with two (2) days off; four (4) consecutive ten (10) hour

shifts, with three (3) days off; or three (3) consecutive twelve (12) hour shifts with two (2) or three (3) consecutive days off, followed by two (2) consecutive twelve (12) hour shifts with two (2) or three (3) consecutive days off under the Fair Labor Standards Act (FLSA) 7(k) exemption.

1. 7(k) Exemption: Police officer assigned patrol will follow a normal work cycle of fourteen (14) twelve (12) hour work shifts within twenty-eight (28) consecutive calendar days. It is agreed that police officers assigned to (12) hour shifts must work in excess of one hundred seventy one (171) hours of straight time before overtime can/will be earned/compensated unless the overtime is deemed "mandatory" (Refer to SECTION 1F). It is also agreed that during the twenty-eight (28) day work cycle each police officer assigned to (12) hour shifts will be scheduled for every other Saturday and Sunday off. The agreed upon hours of work constituting a workday will be 8:00 a.m. to 8:00 p.m. and 8:00 p.m. to 8:00 a.m.
- D. All employees shall be scheduled to work regular shifts, which will have regular starting and ending times. The City may change the starting and ending times of shifts after notifying the Association of the City's intent at least thirty (30) days in advance. Work schedules showing the employee's scheduled shifts, workdays and hours shall be posted on the department bulletin board forty-five (45) days in advance. The twenty-eight (28) days cycles will be clearly defined on the posted schedules.
 - E. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of the change.
 - F. Employees shall have a minimum of eight (8) hours off between shifts.
 - G. In the event an employee is required to work more than the normal shift of eight (8), ten (10) or twelve (12) hours within a twenty-four (24) hour period during a shift rotation, such employee shall be entitled to overtime pay.
 - H. A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift for eight (8) or ten (10) hour work days, and each third of a their shift for twelve (12) hour work days, which shall be scheduled in accordance with the operating requirements of each employee's duties.

SECTION 3. TRAINING:

A. In order to meet/exceed the "Maintenance Training" hours required by the Oregon Department of Public Safety Standards & Training (DPSST) for police officer certification, the Department agrees to schedule training on a quarterly basis. Officers assigned to 12 hour shifts are not subject to the mandatory training requirement. It is; however, understood that training hours are required to maintain police officer certification for employment purposes. Officers who do not meet the minimum training requirements as defined by *OAR 259-008-0060 (Public Safety Officer Certification)* will be responsible for locating and attending training at their own expense.

B. Section 553.226 of the FLSA speaks specifically to law enforcement training

time. The general rules for determining the compensability of training time under the FLSA are set forth in §785.27 through § 785.32 of this title. While time spent attending training required by an employer is normally considered compensable hours of work, the following are situations where time spent by employees of State and local governments in “required training” is considered to be non-compensable:

1. Attendance outside of regular working hours at specialized or follow-up training, which is required by law for certification of public and private sector employees within a particular governmental jurisdiction (e.g., certification of public and private emergency rescue workers), does not constitute compensable hours of work for public employees within that jurisdiction and subordinate jurisdictions.
2. Attendance outside of regular working hours at specialized or follow-up training, which is required for certification of employees of a governmental jurisdiction by law of a higher level of government (e.g., where a State or county law imposes a training obligation on city employees), does not constitute compensable hours of work.
3. Time spent in the training described in paragraphs (b) (1) or (2) of this section is not compensable, even if all or part of the costs of the training is borne by the employer.
4. Police officers or firefighters, who are in attendance at a police or fire academy or other training facility, are not considered to be on duty during those times when they are not in class or at a training session, if they are free to use such time for personal pursuits. Such free time is not compensable.

SECTION 4. OVERTIME

Overtime compensation at the rate of time and one-half the employee's regular rate of pay shall be paid for all authorized work under the following conditions:

- A. Support Employees - Work performed in excess of eight (8) hours per day. (If the parties agree to implement a four [4] day, ten [10] hour schedule for any employees, overtime shall be required only for work performed in excess of ten [10] hours per day.)
- B. Patrol Employees - The FLSA 7(k) Exemption for Law Enforcement is hereby applied. Patrol Employees shall not achieve overtime status until the employee has worked 171 hours in a defined 28-day work period. It is agreed that any hours worked over 171 hours within the defined 28-day work period will be subject to overtime compensation, and/or if the overtime is considered “mandatory”.
- C. Work performed on the employee's regularly scheduled days off.
- D. Work performed during scheduled vacation.
- E. Overtime will be paid in one-half (½) hour increments as follows:

Less than 14 minutes	None
15 minutes to 44 minutes	One-half hour
45 minutes to 60 minutes	One hour

- F. Unless special skills are required, unscheduled overtime requirements will be

met by holding over employees already working.

- G. A minimum of four (4) hours overtime will be provided for non-Court call back duty, commencing at the time of the call and ending with the work effort. There will be no minimum overtime for extension of the normal working day.
- H. In instances where overtime work assignments are scheduled sixteen (16) hours or more in advance, employees may sign up for such duty. Such overtime shall be offered to eligible employees in the order of their seniority until each employee has an opportunity to accept or deny overtime work assignments on a contingency basis.
- I. In the event sufficient personnel do not accept overtime on a voluntary basis, or in the event of an emergency situation where time is of the essence in executing the overtime work, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis.

SECTION 5. MANDATORY OVERTIME

- A. Court - All Court overtime will be paid according to the following:
 - a. At the overtime rate for a two (2) hour minimum when court occurs during off-duty time on a scheduled workday. If the scheduled time for Court is at the end of an officer's regularly scheduled shift, then it shall be considered as a shift extension and the two (2) hour minimum shall not apply.
 - b. At the overtime rate for a four (4) hour minimum when court occurs on a scheduled day off, or Court attendance is required between scheduled night shifts.
 - c. At double time pay with a four (4) hour minimum if scheduled to interrupt an approved vacation.
 - d. Courts Outside Pendleton. The City will provide transportation, meals and lodging at the rate established by the City where an employee is required by legal subpoena to appear in court outside the City of Pendleton solely because of employees' performance of duty. The City will not provide transportation, meals and lodging or pay any salary where the employee is party to such civil or criminal proceedings or the subject of disciplinary proceedings in a court action.
 - e. Fees and mileage received from the Court, any of the parties, or any other source by the employees under Subsections d and e, shall be remitted to the City.
 - f. Employees shall notify the shift sergeant within twenty-four (24) hours of service of a subpoena if sections d and e apply, or within twenty-four (24) hours of the time employee is notified of his/her appearance, whichever is earlier.
 - g. Employee will cooperate with City if in City's sole opinion the subpoena should be quashed, continued or otherwise modified. Employees who fail to correctly notify City as provided above or to cooperate with City as provided herein will not be entitled to the compensation provided in the above subsection(s) a through f.
 - h. The parties recognize the purpose of Sections d, e, and f, is to compensate employees for attending trials which are part of their regular employment

related duties, and not for personal court appearances, nor where the employee is the subject of an investigation, either civil or criminal.

- B. Call Back - All "call back" or shift coverage assignments that do not comply with Section 2 of this agreement.

SECTION 6. NO DUPLICATION OR PYRAMIDING OF OVERTIME AND OTHER PREMIUM PAY. For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, the employee shall be paid in accordance with that pay formula set forth in this Agreement which entitles the employee to the greatest amount of compensation but the employee shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement.

ARTICLE 14 -- WORKING OUT OF CLASSIFICATION

SECTION 1. During routine operations, other than in case of a vacant position, when an employee is temporarily assigned to fulfill the duties and responsibilities of a higher classification for a period of more than fifteen (15) consecutive days, excluding days off, the employee shall receive either a four (4%) percent increase in salary or the pay provided for the beginning step of the higher classification, whichever is greater, beginning on the 16th day of such duty and continuing thereafter until the employee is relieved of the duties of the higher classification.

SECTION 2. In case of a vacancy in a higher classification that has existed for thirty (30) consecutive days, any employee temporarily assigned to fulfill the duties and responsibilities of such higher classification shall receive either a four (4%) percent increase in salary or the pay provided for the beginning step of the higher classification, whichever is greater, beginning on the 31st day of such vacancy and continuing thereafter until the employee is relieved of the duties of the higher classification.

SECTION 3. Any interim sergeant will receive Working out of Class pay per Sections 1 and 2 above. The PCPA member chosen to fulfil the sergeant obligations will be subject to all articles of the PCPA Collective Bargaining Agreement. The interim sergeant will not be granted any benefits typically afforded to management sergeants.

ARTICLE 15 -- ANNUAL LEAVE²

SECTION 1. Employees shall accrue annual leave according to the following schedule:

<u>Length of Service</u>	<u>Monthly Accrual</u>
< 1 year	10.33 hours per month

² Annual leave accruals include the holidays which the City has previously recognized: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, Floating Holiday, and Sixteen (16) hours for Round-Up Week.

1-5 years	17 hours per month
5-10 years	22 hours per month
10-15 years	24 hours per month
15+ years	26 hours per month

SECTION 2. A maximum of two hundred twenty (220) hours of accrued annual leave may be carried forward into the next calendar year. An employee must use at least one-half (½) of the hours accrued annually. Up to 110 hours of annual leave time over 220 hours as of January 1 of each year will be converted to cash and deposited into the employee's VEBA account to be spent in accordance with VEBA trust rules. Contributions will be computed based on the employee's base wage as of December 1. Employees eligible for VEBA contributions may choose to take up to 40 hours their contribution in cash, which shall be taxable according to IRS rules. The Finance Department will make the contributions to the employee's VEBA account no later than March 31 of the year unless they receive a notice in writing of the employee's choice to take the contribution in cash by January 31 of the year.

SECTION 3. Upon the termination of an employee from service for any reason, the employee shall be entitled to a lump sum payment for all accrued annual leave up to 220 hours plus compensatory time and earned wages in accordance with the Wage & Hour Law requirements for final checks. In the event of the employee's death, all accrued annual leave (with no hour limit) will be payable to the employee's heirs.

SECTION 4. No more than one (1) sworn Police Department employee per shift shall be on annual leave without approval of the Police Chief.

SECTION 5. No more than the amount of annual leave time earned by the employee during one (1) calendar year may be taken at one time without prior approval by the Police Chief. The City retains the right to approve, deny, schedule and cancel annual leave.

SECTION 6. Subject to the provisions of Section 7, an employee shall, insofar as possible, be granted preference on the basis of seniority in scheduling of annual leave. Annual leave selection shall be subject to the maintenance of adequate levels of staffing as determined by the City.

SECTION 7. Employees desiring to schedule annual leave by seniority for the period February 1 through January 31 shall submit an annual leave request between December 1 and 31 of the preceding year (first round). A second round of annual leave scheduling by seniority for the same period shall be conducted between January 1 and 31. Annual leave selection in the first round shall be bid on December 1 by the most senior employee on each shift and on January 1 for the second round. Each employee shall have three (3) calendar days in which to make their selections. If an employee fails to make a selection by the close of the third day, the employee shall forfeit the choice in that selection round. Annual leave scheduling on the basis of seniority shall be in a block not less than one (1) week and not more than two (2) weeks without the approval of the Police Chief.

SECTION 8. Additional annual leave time may be scheduled on a first requested

basis.

When shift strength is reduced or increased on holidays and special events (as approved by the Police Chief), consistent with the needs of the City, the City shall provide a minimum of seven (7) days notice of any deviation from normal shift strength, except for an emergency, so that officers may plan the use of their time for such holidays.

SECTION 9. Upon completion of five (5) years of service, and again at ten (10) years of service, there will be a one time addition of forty (40) hours of annual leave to the employee's accrual. At ten (10) years of service, this leave will be awarded to the employees annual leave account, or the employee may cash out the forty (40) hours of annual leave within 30 days of accrual by filing a written request to the City for such payment.

ARTICLE 16 -- SCHEDULING OF LEAVE

SECTION 1. Scheduling of leave, sick leave bonus days, compensatory time off, and annual leave time (other than annual leave scheduled by seniority under Article 13 shall be scheduled pursuant to the provisions of this Article.

SECTION 2. Employees requesting a day off forty-five (45) days in advance of the first day of the month in which the day off is requested shall receive the callback pay required by Article 13, Section 5, if a trial or a callback is subsequently set for a day off scheduled in advance.

SECTION 3. Employees may not request leave days that conflict with valid subpoenas unless the prosecutorial/defense entity issuing the subpoena excuses the employee from the subpoena or the court of jurisdiction grants a continuance.

If/when a valid subpoena is issued in conflict with an approved leave day, the employee will notify his/her supervisor as soon as practical. The employee will have the option of canceling his/her scheduled leave day, or being compensated for his/her time per Article 13, Section 5.c. of this Agreement. However, if the employee does not communicate a preference with their supervisor, the day in question will be treated as a scheduled workday.

SECTION 4. Corporals on a 5/8 schedule may take 60 hours of their leave time on weekend days unless denied by the City for operational or shift coverage reasons. This includes annual leave, compensatory time off, sick leave bonus, but excludes sick leave. This section shall only apply to annual leave taken with duration under one week.

ARTICLE 17 -- HEALTH AND ACCIDENT INSURANCE

SECTION 1. Effective July 1, 2019 through June 30, 2022, the City will provide medical, dental, and life insurance for the employee through the City County Insurance Services Blue Cross HSA Plan 1 \$1500 deductible health insurance, or coverage that is

substantially equivalent on the whole, with Vision, and dental insurance to include the option of either ODS Dental or Willamette Dental, and \$10,000 Standard life insurance, as designed and offered by CIS as hereinafter provided.

SECTION 2. The City will pay 100% of the premium for covering the employee, and 80% for the cost of dependent coverage.

a. In addition, the City will deposit annually into employee's HSA plans \$1,200 for an individual plan, \$2,500 for a 2-party plan and \$2,300 for a family plan. Such amounts may be used to pay for the employee's deductible costs or other qualifying medical expenses.

b. The City's contribution will be deposited into their HSA account on the first week of each calendar year.

c. Employees with dual health coverage (are also covered by a secondary health insurance) are not eligible for HSA plans, so will have the equivalent amount (\$1,200, \$2,500 or \$2,300) deposited into their VEBA account.

d. Employees previously receiving the \$250 incentive payment for not covering their dependents on the City's insurance, will have deposited into their VEBA account \$3,000 per year instead of the amounts listed in subsection a. or b. above. If the employee should decide to enroll their dependents for coverage under the City's health insurance plan, or if their dependents are no longer eligible for coverage on the City's plan, their plan contributions will be modified to be the same as those listed in subsection a. or b. above. Employees may select annually, during the open enrollment, their utilization choice of the benefit for which qualified. Life changing events may create individual open enrollment selection periods.

SECTION 3. Dependents. The employee shall notify the City any time there is a change in the status of the dependents. Dependents eligible for the above listed insurance include the employee's current spouse and the children and step-children of the employee who qualify for dependent insurance coverage under the City's insurance plan.

SECTION 4. VEBA. The City shall establish a VEBA plan account and administrator for employees in the Police Department covered by this Agreement. If plan design options are available, the City and the Association will confer concerning any such election and reasonable requests of the Association will be considered or, if no cost impact, granted.

ARTICLE 18– LIABILITY INSURANCE

SECTION 1. The City of Pendleton agrees to defend and indemnify employees against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty to the full extent, provided for in the Oregon Tort Claims Act, ORS 30.285, et seq.

SECTION 2. The City agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges for a grand jury appearance against the employee arising out of the

employee's involvement in the proper performance of his or her duties as an employee of the City of Pendleton. The City's obligation to reimburse is limited to a maximum of \$3,000 for grand jury and a maximum of \$10,000 for representation post grand jury indictment. Reimbursement for representation shall not be required where:

- A. The employee is convicted by verdict or plea, or pleads no contest to any criminal charge arising out of the incident; or
- B. The City sustains any disciplinary charge on the basis of the employee's actions which formed any part of the basis for the possible criminal liability, and the City's disciplinary action is upheld in all or part; and in addition;
- C. The City shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.

ARTICLE 19 – RETIREMENT

SECTION 1. During the life of this Agreement, the City will continue to participate in the Public Employees Retirement System.

SECTION 2. Effective July 1, 2008, the City will pay the employee's contribution to the Public Employment Retirement System.

ARTICLE 20 -- SICK LEAVE

SECTION 1. A. Sick Leave - Employees may utilize their accrued sick leave when unable to perform their work duties by reason of their own or a family member's illness, injury, necessity for medical or dental care, or the employee's exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee.

B. Bereavement Leave - An employee absent from duty by reason of the death of any member of his or her immediate family shall be allowed five (5) calendar days funeral leave without deduction of pay on account of such absence, provided that such leave shall be charged against accumulated sick leave. For purposes of this section, "immediate family" shall be defined as spouse, children, parents, grandparents, brother or sister of the employee and of the spouse.

SECTION 2. Sick leave shall be earned at the rate of 1 day for each month of service based on the number of hours worked in the current shift assignment. Sick leave credits may be accumulated to an unlimited total except the amount reported to PERS at an

employee's separation from City employment shall not exceed 1500 hours. In using sick leave, the employee shall be charged on an hour-for-hour basis.

SECTION 3. Sick leave bonus. Employees who use 3 days or less of sick leave per fiscal year shall be granted a sick leave bonus to be used during the subsequent fiscal year according to the following schedule:

<u>Sick days off</u>	<u>Bonus Leave</u>
=2 or <3	1 day
=1 or <2	2 days
<1	3 days

To be eligible, employees must have been in City service for a full fiscal year. Part-time employees who are eligible shall have this benefit prorated. Bonus leave will be granted in the fiscal year subsequent to the year it is earned, it is non-accumulative and it is non-compensable.

Employees who earn Sick Leave Bonus of 1-3 days can have the bonus cashed out prior to the end of the fiscal year at their base pay rate without incentives.

SECTION 4. Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation Insurance, shall be equal to the difference between the Workers' Compensation Insurance for lost time and the employee's regular salary rate. In such instances, pro-rated charges will be made against accrued sick leave. An employee who has exhausted sick leave may elect to use compensatory time and/or annual leave during a period in which Workers' Compensation is being received. In such instances salary paid will be equal to the amount of compensatory time and/or accrued annual leave if utilized by the employee during each pay period.

SECTION 5. Family Medical Leave Act. Family leave shall be granted as provided for by Federal and Oregon family leave laws.

ARTICLE 21 -- RESIDENCY

SECTION 1. Employees shall reside within fifteen (15) road miles or thirty (30) minutes, whichever is greater, from the Pendleton City limits.

SECTION 2. In the event an employee feels substantial justification exists for living beyond the fifteen (15) road miles or thirty (30) minutes response limit(s) provided for in Section 1 above, the employee may present a request in writing to the City Manager for consideration by the City Council. The City Council's decision shall be final and not subject to the grievance or arbitration procedure.

ARTICLE 22 -- BULLETIN BOARD

The City agrees to furnish and maintain a two (2') foot by three (3') foot bulletin board in the

squad room to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 23 -- OPERATION PROCEDURES

SECTION 1. All operation procedures and policies affecting employees of the Police Department, the violation of which by an employee may result in disciplinary action against such employee, shall be in writing and copy of such procedure and/or policy shall be on file in the Police Department where it will be available to the employee. In addition, the City shall provide the Association with a copy of the procedure and/or policy.

SECTION 2. The City shall on a yearly basis beginning January 1, 1984, inform the Association President as to its requirements for Corporal.

SECTION 3. The City agrees to follow the disciplinary procedures outlined in its Policy and Procedures Manual for the Police Department.

ARTICLE 24 -- PERSONNEL FILE

SECTION 1. Individual personnel files shall be maintained by the Human Resource Manager. They are considered confidential and shall only be available for inspection or examination by the City Manager, Police Chief, Police Lieutenant or Police Sergeant(s) the individual employee, and the authorized members of the City staff who are required to handle the files.

SECTION 2. The City shall provide the employee a copy of all material placed in his/her personnel file at the time it is placed in his or her file. The employee may attach material to or rebut any material placed in his or her personnel file. With the exception of payroll records, employment application forms, employee evaluations, and certificates or documents evidencing training or educational pursuits; an employee may request to have adverse material (i.e. discipline) removed from his or her file. Such requests will be reviewed by the Police Chief and HR Manager or City Manager and, if determined that sufficient time has passed or the matter is no longer relevant, such requests may be approved.

SECTION 3. The employee concerned shall have access to the personnel file at reasonable and proper times and shall have the right to request a copy of all or any part thereof.

SECTION 4. Material from a personnel file shall not be made available to unauthorized persons without the express written consent of the employee. Nothing in this Agreement shall be construed or applied to prevent compliance with the Oregon Public Records law.

SECTION 5. Letters of reprimand and any response written by the employee shall be removed from the employee's personnel file after one (1) year, provided that there is no subsequent disciplinary action taken during that period of time. All other discipline and any

response written by the employee shall be removed from the employee's personnel file after three (3) years, provided there is no subsequent disciplinary action over the same issue taken during that period of time.

ARTICLE 25 – UNIFORMS

SECTION 1. The City will furnish uniforms to all employees required to wear uniforms.

SECTION 2. Effective May 1, 1984, the City shall provide for the cleaning of all uniforms including pants and shirts on a weekly basis. Other articles of apparel, coats, hats, shall be cleaned on a basis established by the Police Chief. The Police Chief may allow additional cleaning caused by on the job incidents.

SECTION 3. Detectives and Community Services Officer shall receive a Two Hundred and No/100 (\$200.00) Dollars per year clothing allowance upon appointment and annually at their appointment anniversary. This allowance shall be used to purchase suitable work clothes. Clothing allowances do not suggest or imply that the Police Chief cannot require employees to wear department-issued uniforms.

SECTION 4. Uniformed officers and Detectives will be eligible to receive two hundred dollars (\$200.00) per year for footwear, work-related equipment and/or clothing. Employees will be reimbursed for the cost of the items, up to \$200.00 annually, upon presentation of proper documentation of the expenditure. As an equalization benefit, the pay steps within the Police Assistant's salary range have been adjusted to include them in this allowance.

ARTICLE 26 -- INCENTIVE & CERTIFICATION PAY

SECTION 1. DPSST Certification Sworn employees shall receive monthly premium pay of four (4%) percent for an Intermediate Police Certification, and eight (8%) percent for an Advanced Police Certification from the Oregon Department of Public Safety Standards and Training. The applicable premium percentage shall be computed on the employee's base monthly salary.

SECTION 2. LEDS Certification Non-sworn employees with annual evaluations that meet/exceed department standards shall be eligible for LEDS certification pay as follows:

- After 1 year of certification - \$50/month
- After 5 years of certification - \$90/month
- After 10 years of certification - \$140/month
- After 15 years of certification - \$185/month

SECTION 3. Premium pay will begin on the first day of January, April, July or October, subsequent to eligibility.

SECTION 4. To maintain eligibility for premium pay an employee must continue to

maintain an average or better performance evaluation.

SECTION 5. It shall be the responsibility of the employee to advise the Police Chief when the employee has completed either an Intermediate or Advanced Police Certification, and the Police Chief shall process the appropriate forms to initiate the premium pay.

SECTION 6. College Credit. Employees may be reimbursed for up to one-half (½) college tuition costs within the following guidelines. The employee must not be a new employee on probationary status. Promotional probationary employees are eligible. The employee must maintain a 2.0 grade point average or better, and must provide proof of grades. The employee must maintain an average or better work rating while receiving this reimbursement. The employee must make a written request and receive approval of the Police Chief for reimbursement prior to attending the class.

SECTION 7. Educational Incentive Non-sworn employees that are not in probationary status will be eligible for an education incentive as follows:

- Associates Degree – 2.5%
- Bachelors Degree – 5%

To be eligible for incentive pay, the degree must be obtained from an accredited college or university and must be in a field of study that is applicable to the employee's position with the department, as determined by the Police Chief. Incentives shall be limited to one degree and will be calculated on the employee's base salary rate. The effective date will be the first of the month following receipt of documentation of the degree.

SECTION 8. Incentives

1. Employees in the classification of Patrol Officer or Corporal who possess one or more of the following certifications shall receive additional incentive pay over and above the regular base pay for their current step and range as follows:

Crash Reconstruction	(CR)	2%
School Resource Officer	(SRO)	3%
Community Service Officer	(CSO)	3%
Drug Recognition Expert	(DRE)	2%
K9 Officer	(K9)	4%
Field Training Officer	(FTO)	2%

2. Patrol Detective shall be paid a differential of five (5%) percent above their base pay for their current applicable step within the Patrol Officer Salary range.

Employees will be eligible to receive a combined maximum of 6% in incentives (not including DPSST certification pay).

ARTICLE 27 -- LEAVE WITHOUT PAY

For good cause shown, leaves of absence without pay for a period not to exceed ninety (90) calendar days may be granted upon approval of the Police Chief and City Manager.

ARTICLE 28 -- GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined as a complaint arising out of alleged violations concerning the application of, interpretation or compliance with the provisions of this Agreement.

SECTION 2. Any employee covered by this Agreement or the Association shall present a grievance in the following manner:

Step 1.

- (a) The employee is directed to present the grievance within ten (10) calendar days of its occurrence or his/her knowledge of the grievance in writing to the Lieutenant. If the complaint can be settled between them, it will go no further. The Lieutenant shall respond in writing within ten (10) days.
- (b) If it cannot be settled between the employee and the Lieutenant within ten (10) days, the complaint shall be presented to a Grievance Committee consisting of three (3) impartial employees. This committee is not designed to settle a grievance, but to determine whether or not it is actually a valid grievance or should be disregarded. If the complaint is found to be a valid grievance, the Association President, or in case of his/her absence the Association Vice-President, the employee or the Association will present the written grievance to the Police Chief within ten (10) calendar days, stating the relevant facts the sections of this Agreement violated, and the appropriate remedy.

Step 2.

If the Police Chief is unable to satisfactorily resolve the grievance within seven (7) calendar days, the grievance shall be referred to the City Manager by the employee or the Association.

Step 3.

If the City Manager is unable to resolve the grievance within five (5) calendar days the grievance may be referred to binding arbitration upon written request by the Association.

SECTION 3. Rules governing the grievance procedure shall be as follows:

- A. Any time limit specified in the grievance procedure may be waived by the mutual written consent of both parties.
- B. Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure, provided that arbitration shall not be invoked without a written request by the Association.
- C. Failure of any employee to submit a grievance in accordance with the time limits specified herein shall constitute an abandonment of the grievance unless the employee has good cause for failing to comply with the time limits.

SECTION 4. Arbitration Procedure

- A. After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of eleven (11) arbitrators who reside within Oregon or Washington shall be requested from the Employment Relations Board of the State of Oregon. Each party shall alternately strike one name from the list received. The final name remaining shall be the sole arbitrator.
- B. The arbitrator shall exercise all powers relating to admissibility of evidence; conduct the hearing and arbitration procedures.
- C. The cost of the arbitrator shall be borne by the losing party, who shall be so designated by the Arbitrator. Each side shall pay its own representation costs.
- D. The arbitrator shall be limited to the specific issues raised in the written grievance filed by the employee. The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement.

SECTION 5. If any employee is aggrieved by disciplinary action or discharge, the employee may proceed as outlined above.

ARTICLE 29 -- PERSONAL PROPERTY LOSS

The City shall reimburse employees for loss of personal property, which may be broken in the line of duty. Said reimbursement shall be for the replacement cost of said article, but in no event shall the City's obligation exceed Two Hundred and No/100 (\$200.00) Dollars as approved by the Chief of Police. Personal items qualifying for reimbursement under this article must receive prior approval from the Chief of Police before being used on duty.

ARTICLE 30 -- SAVINGS CLAUSE

The provisions of this contract are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

ARTICLE 31 -- CONTRACT TERM

This Agreement shall become effective July 1, 2019, and shall remain in effect until June 30, 2022, and thereafter until a new contract between the parties hereto is reached. Either party may serve notice in writing of intent to reopen this contract not later than January 15, 2022. If both parties fail to give notice to the other party of its desire to negotiate a successor

agreement as herein provided, this agreement shall automatically be renewed for one (1) year thereafter.

PENDLETON CITY POLICE ASSOCIATION

By _____ Date _____
Howard Bowen
P.C.P.A. President

CITY OF PENDLETON

By _____ Date _____
Robb Corbett
Pendleton City Manager

Pendleton City Police Association (PCPA)

1.03 %

Effective July 1, 2019 through June 30, 2020 the Salary Schedule shall be:

Range		Step "A"	Step "B"	Step "C"	Step "D"	Step "E"	Step "F"	Step "G"	Step "H"	Step "I"
1	Police Assistant Code Enforce. Officer	\$3,500	\$3,637	\$3,779	\$3,928	\$4,083	\$4,244	\$4,410	\$4,585	\$4,768
2	Patrol Officer 1 Youth Services Officer Patrol Detective 2	\$4,552	\$4,733	\$4,922	\$5,119	\$5,324	\$5,535	\$5,760	\$5,988	\$6,228
3	Corporal 1	\$4,778	\$4,970	\$5,168	\$5,376	\$5,590	\$5,814	\$6,046	\$6,288	\$6,540

1.03 %

Effective July 1, 2020 through June 30, 2021 the Salary Schedule shall be:

Range		Step "A"	Step "B"	Step "C"	Step "D"	Step "E"	Step "F"	Step "G"	Step "H"	Step "I"
1	Police Assistant Code Enforce. Officer	\$3,605	\$3,746	\$3,892	\$4,046	\$4,205	\$4,371	\$4,542	\$4,723	\$4,911
2	Patrol Officer 1 Youth Services Officer Patrol Detective 2	\$4,689	\$4,875	\$5,070	\$5,273	\$5,484	\$5,701	\$5,933	\$6,168	\$6,415
3	Corporal 1	\$4,921	\$5,119	\$5,323	\$5,537	\$5,758	\$5,988	\$6,227	\$6,477	\$6,736

1.03 %

Effective July 1, 2021 through June 30, 2022 the Salary Schedule shall be:

Range		Step "A"	Step "B"	Step "C"	Step "D"	Step "E"	Step "F"	Step "G"	Step "H"	Step "I"
1	Police Assistant Code Enforce. Officer	\$3,713	\$3,858	\$4,009	\$4,167	\$4,331	\$4,502	\$4,678	\$4,865	\$5,060
2	Patrol Officer 1 Youth Services Officer Patrol Detective 2	\$4,830	\$5,021	\$5,222	\$5,431	\$5,649	\$5,872	\$6,111	\$6,353	\$6,607
3	Corporal 1	\$5,069	\$5,273	\$5,483	\$5,703	\$5,931	\$6,168	\$6,414	\$6,671	\$6,938