

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF HERMISTON**

**AND**

**HERMISTON POLICE ASSOCIATION**

**July 1, 2022 – June 30, 2025**

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## COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into by the Hermiston Police Association, hereinafter referred to as “Association,” and the City of Hermiston, hereinafter referred to as the “City.” Now, therefore, it is hereby agreed by and between the parties as follows:

### ARTICLE 1 – RECOGNITION

**Section 1. Recognition.** The City recognizes the Association as the exclusive bargaining agent for all police officers, corporals, and clerks within the police department, excluding supervisors and confidential employees. Corporals are not supervisors under the PECBA but are responsible to provide leadership, mentorship and assistance to other officers commensurate with their prior service and experience, including directing officers as necessary and appropriate.

**Section 2. Exclusive Representation.** The City shall not enter into any agreements regarding employment relations with any other organization or individual claiming to represent any group of employees in the bargaining unit or engage in any conduct which would recognize anyone other than the Association as a representative or employees in the unit, unless specifically authorized to do so by the Association.

### ARTICLE 2 – ASSOCIATION RIGHTS

**Section 1. Employee Rights.** Employees shall have the right to form, join and participate in the activities of employee organization 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 any employee organization. No employee shall be interfered with, intimidated or restrained, coerced or discriminated against by the City or any employee organization because of his/her exercise of these rights.

**Section 2. Non-discrimination.** This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual preference, religion, national origin, disability subject to reasonable accommodation, Association or political affiliation, or other classification protected by Oregon or federal law. The Association shall share equally with the City the responsibility for applying the provisions of this Agreement.

**Section 3. Association Dues Check-Off.** Upon written consent of an employee within the bargaining unit documented in the City payroll or personnel record, the City will deduct Association dues from employee pay in such amount as the Association may establish for Association members, and continue to do so until such time as the Association notifies the City in writing that the employee has withdrawn his/her membership, or the employee cancels and rescinds the consent previously given in writing delivered to and notifying both the City and the Association. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association no later than the 10<sup>th</sup> of the month following the month for which the deductions were withheld.

**Section 4. Notification of Association Coverage.** When a person is hired in any classification represented by the Association, the City shall notify him/her that the Association is his/her recognized bargaining representative.

Section 5. Leaves of Absence. Upon return from leaves of absence, the City shall reinstate the payroll deduction of Association dues for those workers who were on dues check-off immediately prior to taking leave.

Section 6. Representational Activity. Members of the bargaining unit elected to serve as authorized representatives of the Association shall be expected to perform their duties as a representative of the Association on their own time, except as otherwise provided in this Agreement.

Section 7. Bargaining Committee Participation at Negotiations. Three (3) employees appointed by the Association as members of the Association's Collective Bargaining Committee shall be granted time off with pay to negotiate with the City.

Section 8. Bulletin Board. The Association shall be allowed to use a designated bulletin board for appropriate and Association related business.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

The right of the employees in the bargaining unit and the Association are limited to the terms set forth in this Agreement. The City retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The City shall have no obligation to bargain with the Association with respect to any subjects or the exercise of its discretion and decision-making which are reserved as City prerogatives under this Management Rights Article 3. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the following:

1. To direct and supervise all operations, functions and policies for the City in which the employees in the bargaining unit are employed and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
2. To close or liquidate an office, branch operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operation or facilities for budgetary or other reason.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
4. To establish, revise, and implement standards of hiring, classification, promotion, quality of work, safety, materials equipment, uniforms, appearance, methods and procedures.
5. To implement new, and to revise or discard, in whole or in part, old methods and procedures.
6. To assign and distribute work.

7. To contract or subcontract work as determined by the City, provided that as to work covered by the bargaining unit the City agrees to afford an opportunity to negotiate with the Association as to the effect of such action on wages and condition of employees in the bargaining unit before finalizing or implementing any decision concerning such subcontracting, utilizing the expedited bargaining process set out in ORS 243.698.
8. To assign shifts, workdays, hours of work, and work location.
9. To designate and to assign all work duties.
10. To introduce new duties and to revise job classifications and duties within the unit.
11. To determine the need for the qualifications of new employees, transfers, and promotions.
12. To discipline, suspend, demote, or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.
13. To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods as to be determined by the City.

#### **ARTICLE 4 – SICK LEAVE**

**Section 1. Accrual.** All employees accrue sick leave benefits as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate of .0577 hours for regular hours worked, or a total of one hundred twenty (120) hours for an employee who works a regular working year of two thousand eighty (2,080) hours.

For purposes of this calculation, holidays, compensated sick leave and vacations shall be considered hours worked. The approximate equivalent accrual rate is fifteen (15) days per year, or ten (10) hours per month of service, however, the actual rate will depend on the hours worked by the employee. Accrual shall begin on the employee's date of employment. Current sick leave balance will be unchanged by this Agreement and will be credited to each employee's accumulated sick leave. Unused sick leave accrual shall be limited to two thousand eight (2,080) hours.

**Section 2. Utilization.** An employee can use accrued sick leave when unable to perform work duties by reason of illness or injury, dental or medical appointment, exposure to a contagious disease, or illness of an immediate family member. Employees are encouraged to make appointments outside of regularly scheduled working hours when possible.

Sick leave may be used for the employee's own illness, injury or health condition (including diagnosis, care, treatment and preventive medical care); and to care for a family member (Spouse, Same-Sex Domestic Partner, Son/Daughter/Stepchild, Son-in-law/Daughter-in-law, Mother/Father/Stepparent, Mother-in-law/Father-in-law, Brother/Sister, Brother-in-law/Sister-in-law, Children of Same-Sex Domestic Partner, Grandparent/grandchild) with an illness, injury or

health condition (including diagnosis, care, treatment and preventive medical care), and for reasons required by Oregon or federal law.

**Section 3. Valuation and Payments Upon Retirement or Qualified Separation.** Upon retirement employees will be compensated for accumulated, unused sick leave in the form of increased retirement benefits as allowed under provisions of the Oregon Retirement System, ORS 238.350. Sick leave benefits are not paid upon termination of employment except as PERS fold-in. However, for employees who leave the employment of the City (for reasons other than discharge) after fifteen (15) years of full-time employment, the City deposits (at the employee's current rate of compensation) one-eighth (1/8) the employee's accumulated sick leave, up to a cap of two thousand eighty (2,080) hours, into the Employee's HRA VEBA Medical Reimbursement Plan Account provided such deposit is permitted under the terms of the City's applicable benefit plan documents, which are controlling. For employees who leave the employment of the City (for reasons other than discharge) after twenty-five (25) years of full-time employment with the City, the City Deposits (at the employee's current rate of compensation) one-fourth (1/4) the employee's accumulated sick leave deposited into the Employee's HRA VEBA Medical Reimbursement Plan provided such deposit is permitted under the terms of the City's applicable benefit plan documents, which are controlling.

## **ARTICLE 5 – VACATIONS**

**Section 1. Accrual.** Vacation shall be earned and accrued at the hourly accrual rates specified for the employee's years of City service up to the "hours per year" maximum and the "maximum accrual" limitations stated below in the following chart:

<b>Years of Service</b>	<b>Hours Per Year</b>	<b>Accrual Rate Per Hour</b>	<b>Maximum Accrual (Hours)</b>
1-2	80	.03847	120
3-5	96	.04616	144
6-10	120	.05769	168
11-15	160	.07692	192
16-20	200	.09615	216
21 or more	224	.10769	240

Vacation accrual shall apply to all scheduled hours worked, all sick leave, holiday or other time off scheduled benefit. Vacation will not accrue on overtime hours worked

**Section 2. Valuation and Payment upon Separation.** Upon termination of a permanent employee, he/she shall be paid for all earned but unused vacation time at the employee's current rate of pay. In case of death, compensation for accrued vacation leave shall be paid in the same manner to the employee's spouse or heirs.

**Section 3. Anniversary Dates and Continuous Service.** Anniversary dates shall begin with the date of employment and will be the same date each year thereafter. Employees hired between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of the month shall have an anniversary date of the first (1<sup>st</sup>) of the month. Employees hired on the fifteenth (15<sup>th</sup>) of the month and later shall have an anniversary date of the first (1<sup>st</sup>) of the following month. Continuous service shall be service unbroken by separation from the City other than approved military leave, vacation or sick leave, or other qualified leaves.

Section 4. Utilization. Employees are encouraged to take vacation in forty (40) hour blocks. Requests for vacation normally shall be submitted a minimum of fourteen (14) calendar days in advance of time requested. Requests for vacation shall not be unreasonably denied by the City and are subject to staffing and operational needs as necessarily determined by the Chief of Police consistent with current policies. Vacation shall not be forfeited if denied based on the needs of the City.

The parties recognize the importance of full staffing during Umatilla County Fair Parade and Fair Week during August. If the City determines that Umatilla County Fair Parade and Fair Week require additional staffing and either overtime or a denial of vacation or vacation bids, the City will attempt to staff these events with volunteers. If an insufficient number of employees volunteer to cover the need, the Police Chief, or designee, will assign overtime or deny the vacation request or bid giving due regard to special circumstances of employees who will be affected and to seniority.

Section 5. Comp Time Coordination. Employees may be allowed compensatory time in conjunction with vacation time only with prior consent of the City.

Section 6. Bidding. Bidding for forty (40) hour blocks shall be by seniority for the first two rounds of bidding, and any vacation less than forty (40) hours shall be considered on a first-come-first-served basis. Requests for vacation time off less than a forty (40) hour block may be requested after bidding is completed and will be considered first come, first serve. Nothing in this Section prevents units or teams from establishing, changing or discontinuing an alternate vacation bidding process with the approval of the Chief of Police and the Association.

Section 7. Cashing Out Vacation. Employees may, once a year, cash out up to forty (40) hours of vacation accrued time.

## **ARTICLE 6 – HEALTH AND ACCIDENT INSURANCE**

The City or Association may reopen wages and insurance for negotiations if benefit levels, plan coverage, or plan availability is changed by City-County Insurances Services or the Plan underwriter unless the Parties agree the changes are inconsequential.

The City shall provide a comprehensive medical and dental plan, BCBS Copay Plan B PPP with Alternative Care (to include Hearing Aid Benefit) as well as vision coverage supplied by VSP. The dental plan is provided by ODS or Willamette Dental. Employees shall contribute ten percent (10%) of current health insurance premiums and the City will contribute the remaining ninety percent (90%).

The employee may enroll in a premium conversion payroll deduction plan, which provides the employee the option to pay for, on a pre-tax basis, their share of the premium.

The City shall continue to provide a VEBA benefit, commencing January 1, 2012, at the following levels:

Single employee	\$1,000.00
One employee plus spouse/partner	\$1,500.00

Employee plus family

\$2,000.00

### **ARTICLE 7 – RETIREMENT**

The City shall continue to provide the present employee retirement plan provided through the Oregon Public Employees Retirement System.

The City shall match four percent (4%) of up to the first seven thousand five hundred dollars (\$7,500.00) contributed by an employee to one of the City-approved deferred compensation programs.

### **ARTICLE 8 – DISABILITY INSURANCE**

The City shall provide long-term disability insurance comparable to the current City policy.

### **ARTICLE 9 – INDEMNIFICATION AGAINST LIABILITY**

The City shall indemnify and hold harmless employees from liability in accordance with the Oregon Tort Claims Act by maintaining current insurance coverage through City County Insurance Services in order to provide, in accordance with the terms of the CIS insurance policy, liability insurance protection for possible claims arising out of acts committed by employees in the discharge of their duties and in the course of their employment. Such insurance shall cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements.

### **ARTICLE 10 – SENIORITY**

Section 1. Seniority Defined. Seniority as used in this Agreement is determined by the length of an employee's continuous service with the Police Department since his/her date of hire by classification, provided however that in the case of any employee hired and appointed as a police officer after serving in a non-sworn bargaining unit position, such employee's seniority date shall be adjusted to the date of employment as a sworn officer.

Section 2. Part-Time Seniority. All part-time service shall be credited on a prorated basis.

Section 3. Hire/Promotion Seniority Service Credit. In matters of promotion to a higher position, selection of an employee shall be made based on qualifications and ability, and where qualification and ability are equal, as determined by the City, seniority shall be the determining factor. The City will fill positions by promoting present Police Department employees whenever qualifications are deemed equal to those of an outside applicant. However, if in the judgment of the Chief of Police or the City Manager, , an external candidate possessing superior qualifications and ability to the internal Police Department candidates, the City may hire such outside person.

### **ARTICLE 11 – PERSONNEL RECORDS**



Section 1. Inspection of Personnel File. In accordance with Oregon law each employee may review the contents of his/her own personnel file and obtain a copy. Employees may request to be accompanied by an Association representative.

Section 2. Confidentiality of Employment Records. Access to a staff member's personnel file shall be limited to the individual employee, those with a need in the interest of the City, and those whose access to the information is granted by the City in accordance with law, legal process, or a release and authorization of the employee.

Section 3. Derogatory Entries. Materials which reflect negatively upon an employee shall bear either the signature of the employee or written confirmation that the employee was shown the material and refused to sign it.

Section 4. Retention and Removal. Corrective action documentation, such as a letter of caution, oral reprimands and similar instructional and supervisory communications may be retained in supervisory files and, if appropriate, referred to or relied upon in yearly evaluation documents or, if relevant, in progressive action. Such corrective documentation (less than a written reprimand) shall not be relied upon in evaluation or progressive discipline which arises after three (3) years has elapsed without further corrective or disciplinary action for comparable reason(s).

Corrective or disciplinary records up to a written reprimand will be removed from a personnel file at an employee's request after thirty-six (36) months has elapsed following the events described if the employee has met performance expectations during that period without recurrence of similar issues documented in the record. After removal such records will not be used for purposes of progressive discipline except to demonstrate training or forewarning. Whenever documentation of corrective or disciplinary action is removed from an employee's personnel file or supervisory files maintained by the City, the records shall be retained in a separate system of records not identifiable by the name of any employee and kept in order to show training provided, demonstrate City policymaker decision-making, and illustrate forewarning in appropriate cases.

Material placed in the personnel record of an employee without conforming with the provisions of this Article shall not be permitted to be used by the City in any disciplinary proceeding involving the employee.

Nothing in this Agreement shall be interpreted or applied to require the City to purge any record which has been reported to a public database in accordance with Oregon law (HB 3145 and HB 4207) or which relates to a violation of standards of conduct identified by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline (HB 2930).

Section 5. Public Records Requests for Employee Records. If employee records are requested under the Oregon Public Records Law while the employee is employed by the City or during the pendency of grievance or arbitration proceedings challenging a discharge from employment, the employee shall be provided a copy of the request to inspect or obtain a copy of the employment record or any portion thereof and notice of the City's intention to release records in advance of doing so.

Section 6. Written commendations shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the employee's personnel file.

## **ARTICLE 12 – GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1.** Grievance Procedures. The purpose of the grievance procedure shall be to settle differences between the City and employees as quickly as possible to ensure efficiency and to promote employees' morale. 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.

**Step 1.** In cases involving a complaint by an employee or employees, the representative of the Association or the aggrieved employee or employees, with or without the presence of the representative of the Association, shall present the grievance, in writing, within ten (10) business days after it arises or is discovered, to the immediate supervisor and to the Association President. In cases involving imposition of discipline, the grievance shall be presented to the supervisor who imposed the discipline. A grievance shall identify the specific sections of this Agreement which the City is alleged to have violated, state the facts and actions that give rise to the grievance, and state the remedy sought. The supervisor shall respond in writing within ten (10) business days.

**Step 2.** If the grievance is not satisfactorily resolved at Step 1, the Association or the aggrieved employee may present the grievance to the Chief of Police or designee within ten (10) business days of the denial at Step 1. The Chief will issue a written decision within ten (10) business days of receipt unless the Chief requests a meeting with the employee and the Association concerning the grievance, in which case the Chief's written decision shall be issued within ten (10) business days after the meeting occurs.

**Step 3.** If the grievance is not satisfactorily resolved at Step 2, the Association may submit the grievance to the City Manager or designee. The Association and the City Manager or designee shall meet to discuss the matters in an earnest effort to resolve the grievance commencing within ten (10) business days of the Chief's Step 2 decision. The City Manager or designee will issue a written decision within ten (10) business days following the Parties' efforts to resolve the grievance.

**Step 4.** If the Parties are unable to resolve a grievance at Step 3, upon the written request of the Association within ten (10) business days of the Step 3 response, the Association may elect to submit the grievance to binding arbitration in the appropriate manner, as follows:

1. Police Misconduct. For police misconduct cases, the parties will comply with HB 2930 and Employment Relations Board published rules related to discipline and the selection of an arbitrator.
2. Other cases. For cases that do not involve police misconduct, the Association shall submit a written request to the Oregon Employment Relations Board for a

list of thirteen (13) arbitrators who are also on the FMCS list. A copy of the Association's request shall be provided to the City's labor counsel. The party requesting and initiating arbitration shall strike first from the list. Thereafter, the parties shall strike alternatively until only one (1) name remains. The remaining name shall be the arbitrator.

A. Arbitrator Authority. The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

B. Subpoenas. Either party may request the arbitrator to issue subpoenas. If subpoenaed to an arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The costs, fees and expenses of the arbitrator shall be borne by the non-prevailing party or prorated as determined by the arbitrator.

C. Court Reporter/Record. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.

D. Time Limitations and Extensions of Time. Any of the time limitations specified in the above-prescribed procedure may be extended by mutual consent of the parties in writing. In the absence of such mutual consent, non-compliance with any of the time limitations (1) by the Association shall constitute waiver of the grievance, and (2) by the City shall result in advancing the grievance to the next step. For the purposes of this article, days refers to business days, being Monday through Friday.

Section 2. Grievance Resolution Meetings. Meetings arranged by the parties hereto for the purpose of processing grievances or dealing with other matters relative to the administration of the Agreement shall not result in loss of pay for employees who attend such meetings while on duty.

## **ARTICLE 13 – UNIFORMS**

Section 1. Uniform Issue and Cleaning. Uniforms required to be worn by employees in the Police Department shall be furnished and dry cleaned by the City. The dry cleaning will only be covered as long as a dry-cleaning business is located in Hermiston.

Section 2. Uniform Maintenance. Alteration and repairs of all uniforms will be paid by the City but only after pre-approval through the established chain of command. No employee shall be required to wear any part of a uniform that is deteriorated or has been mended in a manner that is obvious to the public eye.

Section 3. Detective Clothing Allowance. Any member assigned to the detective unit, shall be provided a three hundred dollars (\$300.00) per year clothing allowance, to be paid in January of each year.

Section 4. Boot Allowance. The City shall provide a boot allowance of two hundred dollars (\$200.00) per calendar year to all sworn members. If a member is hired mid-year, the amount will be prorated.

#### **ARTICLE 14 – MILEAGE AND LODGING**

Section 1. Personal Vehicle Mileage. When employees use a personal vehicle in the performance of official duties, they shall be compensated at the current IRS rate.

Section 2. Per Diem/Reimbursement. When an employee is traveling as authorized by the Chief of Police, employees are reimbursed for meals (breakfast, lunch and dinner) and lodging. Meals are only reimbursed if your trip includes an overnight stay. Alcoholic beverages do not qualify for reimbursement. For current meal reimbursement rates please see the per diem rates on the U S General Services Administration website: <http://www.gsa.gov/portal/content/104877>

Section 3. Receipts. Employees will furnish receipts for lodging, and in the event a City issued credit card is provided, all receipts for its use shall be maintained and furnished.

#### **ARTICLE 15 – EDUCATION INCENTIVE PROGRAM**

To encourage employees to pursue appropriate formal education, the education incentive program will be administered to reimburse approved job-related educational training costs for courses approved in advance by the Chief of Police subject to the following conditions:

- A. Employees must have completed at least twelve (12) months of City service to participate.
- B. Reimbursement shall be restricted to tuition, course fees and required textbooks, up to two hundred seventy dollars (\$270.00) per credit hour, for not in excess of ten (10) credit hours per school quarter.
- C. Reimbursement may be restricted to courses offered by a recognized and accredited school.
- D. Upon obtaining preapproval of the Chief of Police, the employee shall pay tuition, course fees, textbook and other costs, if any, upon enrollment. The employee must present evidence to substantiate expenses and obtain a grade of “C” or better to be eligible for reimbursement for an approved course. Classes taken on a “pass/fail” basis must be “passed.”
- E. The City’s educational incentive program shall not be utilized by employees who obtain training or education funding from any other source (such as a grant or scholarship) if the payments in the aggregate exceed the costs incurred by the employee for the course.

- F. In cases of hardship or other exceptional circumstances, the Chief of Police may, in the City’s sole discretion which may be exercised case-by-case, accommodate the needs of a particular employee by making exceptions to the requirements of this Article. However, if the employee fails to fulfill the requirements and conditions associated with reimbursement, the employee shall refund to the City the expenses the City has incurred on behalf of the employee including by payroll deduction.

## **ARTICLE 16 – WAGES AND SALARIES**

Section 1. Wages. Employees covered by this Agreement shall be paid according to classification and rates of pay established on Schedule A. Salary schedules are attached hereto and made a part of this Agreement.

Effective 7/1/22, wages will be increased across the board by four percent (4%).

Association members employed on July 1, 2022, will be paid a lump sum signing bonus of one thousand five hundred dollars (\$1,500.00).

Effective July 1, 2023, wages will be increased across the board by three percent (3%).

Effective July 1, 2024, wages will be increased across the board by three percent (3%).

Section 2. Incentives and Premiums. In addition to the salaries set forth in Section 1 and Appendix A, employees are eligible to receive incentives as follows:

- A. Education Incentive. The City will pay officers who have earned an AA/AS degree one hundred fifty dollars (\$150.00) per month. Officers who have earned a BA/BS degree will be paid two hundred fifty dollars (\$250.00) per month. No employee may receive both education incentives.
- B. DPSST Incentive. The City will pay police officers who hold an Intermediate DPSST Certificate a premium of four percent (4%) computed on the monthly base wage. The City will pay police officers who hold an Advanced DPSST Certificate an incentive premium of an additional four percent (e.g.: a combined total of eight percent (8%)) computed on the monthly base wage.
- C. Bi-Lingual Incentive. Eligible employees shall receive bilingual pay of five percent (5%). To be eligible for bilingual pay, employees must pass an approved aptitude test for the specific (non-English) language. The (non-English) language must be consistent with demographics for the City of Hermiston and will only account for those (non-English) languages that comprise at least ten percent (10%) of the population within the City.
- D. Premium Pay. The City will compensate employees approved and assigned by the Chief of Police as follows, provided however than no employee shall receive incentive pay in excess of twelve percent (12%) for any combination of the following within these categories:

Detective	5%
Corporal	5%

SWAT	3%
Instructor	3%
DRE	2%
DME	2%
FTO	5% while performing duties as FTO
Reserve Coordinator	2%

Officers who receive incentive as a corporal, FTO or detective shall be ineligible for out-of-class pay. Incentive pay shall discontinue if the qualifying certificate, if any, lapses. Each of the incentive percentages shall be computed based on base pay stated in the Wage Appendix A or pay classification plan, the sum of which shall be the regular rate of pay for computing the FLSA overtime rate.

Employees assigned as School Resource Officer will receive a premium of two percent (2%) and, for the duration of the assignment shall flex hours of work subject to approval of the Chief of Police or designee to meet the unique needs of the schools and students served during weeks when school is in session. When school is not in session, the SRO's schedule and hours of work may be determined by the Chief or designee based on the City's needs at the time.

The Chief of Police shall retain discretion to assign to and remove from each assignment compensated by an incentive, and no employee may be regarded as having an entitlement or property interest to retain or remain in any assignment.

Section 3. Rate of Pay for New Positions. If the City creates a new position which falls within the scope of the bargaining unit, the parties shall enter into wage negotiations for the purpose of establishing a rate of pay upon request; provided however that such bargaining shall not delay City implementation provided the City agrees that whatever rate is agreed upon shall be paid retroactive to the date of appointment.

Section 4. PERS Pick-up. In addition to the City's employer contributions to PERS, the City shall, pay what would otherwise be the employee's six percent (6%) contribution to PERS ("PERS Pick-Up"). Although the PERS Pick-Up contribution is an employee contribution for purposes of PERS, it shall be treated as an employer contribution for federal income tax purposes in accordance with relevant sections of the IRC.

NOTE IN BARGAINING --- AND AGREED: Upon conclusion of bargaining, the Chief of Police will establish a roster of those who are recognized to receive specialty pay noted above in this TA. Incentives and/or premiums paid under the existing CBA will continue to be paid in the same manner through August 2022 and retroactive to July 1, 2022. Effective September 1, 2022, incentives in Section D will switch to a percentage of base pay as opposed to the flat rate/point system. The new SRO incentive is effective September 1, 2022.

The Reserve Coordinator position and program are under evaluation, however the current assignment will be maintained until the completion of the August pay periods. Designation and assignment of the Reserve Coordinator position after the August pay periods will be made if the City determines to continue the program.

## **ARTICLE 17 – SALARY ADMINISTRATION**

Section 1. Twelve-Month Increases: Each new employee shall receive a one-step salary increase on their twelve (12) month anniversary consistent with the established pay scale for steps A through I.

Section 2. Advanced Step Placement. On recommendation of the Police Chief and approval of the City Manager, a starting employee may be placed at a higher level if the experience of the applicant dictates the extra salary.

Section 3. Anniversary Date. Employees who begin work prior to the fifteenth (15<sup>th</sup>) day of any month shall have an anniversary date of the first of that month. Employees who begin work on or after the fifteenth (15<sup>th</sup>) day of the month shall have an anniversary date of the first of the following month.

Section 4. Step Advancement. Subject to annual review showing satisfactory performance, all employees will be raised annually to the next step of the salary schedule on their anniversary date of hire, as defined in Section 3, until the top step of the schedule is reached.

Employees receiving an unsatisfactory performance review will receive a notice of deficiency identifying the areas of deficient performance and be provided a period of ninety (90) days in which to remedy the deficiency or forfeit the step increase.

Performance review conducted at the close of the ninety (90) day period will determine eligibility for the step consideration. Any employee denied a step increase in accordance with this provision will be eligible for consideration for the same step level, subject to satisfactory performance review, on their next anniversary date. A subsequent satisfactory performance review will allow the employee a one (1) step move.

## **ARTICLE 18 – WORK SCHEDULES**

Section 1. Regular Work Shifts. The work week shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days or a variation of nine (9) hour or twelve (12) hour days. An employee's work week will start the first day worked on the designated shift or rotation. The parties elect to follow FLSA 7(k) rules and comply with FLSA requirements.

Section 2. Regular Workday and Breaks. The workday shall include a paid one-half (1/2) hour meal period and two (2) paid fifteen (15) minute rest breaks, one (1) rest break during each half of an employee's shift.

## **ARTICLE 19 – OVERTIME**

Section 1. Overtime. All overtime shall be compensated at the rate of one and one-half (1 ½) times his/her regular rate. However, no overtime shall be paid where an employee voluntarily exchanges shifts of work or days of work.

For Patrol employees who work twelve (12) hour shifts, work in excess of the regularly assigned work shift and work in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day FLSA 7k period shall be paid at the overtime rate of one-and-one-half (1 ½) times his/her regular

rate in accordance with the FLSA. All other overtime shall be compensated at the rate of one-and-one-half (1 ½) times his/her regular rate in accordance with the FLSA.

Section 2. Call-back. When recalled to work one (1) hour or more after completion of work and departure at end of the last completed shift and call-back more than one (1) hour prior to the start of the next shift, the employee shall receive not less than three (3) hours overtime pay at one and one-half (1 ½) times his/her regular rate.

Section 3. Compensatory time. This Agreement constitutes the parties' agreement regarding the use of compensatory time pursuant to 29 CFR § 553.23 et seq. Compensatory time will be accrued at the employee's regular overtime rate and paid at the employee's regular straight time rate. Compensatory time may be earned and taken off with the mutual agreement of the City and the employee. Employees shall have the option to elect compensatory time off subject to the one hundred twenty (120) hour limit on compensatory time bank in lieu of being paid at the overtime rate. Employees may accumulate a compensatory bank not to exceed one hundred twenty (120) hours.

Compensatory time will be taken off by the employee at times which do not disrupt operations or cause the City undue hardship or otherwise avoidable overtime expense. An employee who desires compensatory time off shall arrange compensatory time off with the consent of his/her supervisor. Such consent shall not be unreasonably denied. Compensatory time may be taken upon mutual agreement between the employee and his/her supervisor. The City may substitute cash and purchase the requested compensatory time off if an agreement to schedule requested compensatory time off cannot be reached. Compensatory time requests may be submitted not more than thirty (30) days in advance. A supervisor shall respond within ninety-six (96) hours of receipt of a request for compensatory time utilization. Compensatory time shall be taken off in blocks no greater than forty (40) hours.

There is no cash out of compensatory time except that the value of a compensatory time off bank shall be computed and paid to the employee upon retirement or other separation from City employment.

Section 4. Shift Trades. Employees in the same classification who have successfully completed FTEP and/or who have been released as qualified to work independently without direct supervision in a solo status, and who are working the same shift (i.e., day/afternoon/grave) may trade shifts with written approval prior to the trade (on a HPD shift trade form) from the affected shift supervisor(s). Shift trades will not occur as a matter of entitlement and are intended to accommodate unique and personal employee situations. The City shall not record hours worked on a trade in the time to payroll records of the City; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or call back situation, thereby working contractual overtime, such overtime, call back or other appropriate compensation shall be paid to the employee who works the hours and shall not be reciprocated as part of the trade agreement. Each employee involved in a shift trade is responsible for maintaining and being able to produce a record of shift trades (the HPD shift trade forms) they have participated in.

## **ARTICLE 20 – BEREAVEMENT LEAVE**



In the event of death in the employee's immediate family, the employee shall be granted a paid leave of absence not to exceed five (5) calendar days. For the purpose of this Article, immediate family is defined to include the employee's present spouse or registered domestic partner, children, step-children, parents, step-parents, brothers, sister, grandparents, in-laws, and dependent.

## **ARTICLE 21 – LAYOFF**

Section 1. Layoff. In the event of layoff (as opposed to discharge for just cause), employees shall be laid off in the inverse order of their seniority, provided the senior employee is qualified for the remaining position, and further provided that the senior employee is currently serving in that position or has previously served in that position for the City.

Section 2. Recall. Recall rights shall exist for a period of twelve (12) months from the date of layoff. Employees shall be recalled from layoff according to seniority, provided the senior employee is qualified for the position and has worked in that position for the City. No new employees shall be hired in any classification until employees are recalled pursuant to this section. It shall be each employee's responsibility to keep the City apprised of his/her current mailing address during the recall period.

## **ARTICLE 22 – DISCIPLINE AND DISCHARGE**

Section 1. Purpose. This Article is designed to establish department policy and procedure for the disciplinary process. It is responsive to and is closely related with the investigation and disposition of complaints as well as performance issues. In order to protect the rights of citizens and department members, it is the policy of the police department to thoroughly investigate complaints alleging misconduct, lack of performance, or improper performance of any department employee. At the conclusion of an inquiry or complaint investigation, appropriate action will be taken. No employee shall be discharged or disciplined except for just cause.

Section 2. Disciplinary Actions  
Discipline has as its immediate purpose the channeling of individual effort into effective and productive action. Corrective actions may include such activities as encouragement, counseling, and training. Formal discipline may be imposed when deemed appropriate for just cause. Corrective action may be instruction or counseling intended to modify or reinforce the behavior of an individual and/or correct an employee's behavior or performance.

Oral counseling and warnings for the purpose of resolving performance or work related issues may be documented in writing and retained in a supervision and/or performance and/or personnel file as the City may determine, and are not subject to the grievance procedure. Such actions may be relevant to progressive discipline consideration for a period of one year.

Discipline may include written reprimand, suspension without pay, demotion, and termination, imposed due to the seriousness of behavior or conduct in a particular instance or when corrective actions taken previously has been ineffective. Disciplinary action will normally be progressive in nature, however the form of discipline may be determined based upon the seriousness of the offense or behavior.

Section 3. Probationary Period.

Sworn officers shall be required to complete an eighteen (18) month probationary period. Non-sworn bargaining unit employees shall be required to complete a twelve (12) month probationary period. If the City hires a lateral with six (6) or more years sworn Oregon experience for a sworn position, the lateral probation shall be twelve (12) months. Probation begins from date of hire. Probationary employees are represented by the Association and entitled to all the benefits of this Agreement, except however that probation is an extension of the background and selection process and during the probation period the City may determine in its discretion that the probationary employee performance is not satisfactory and warrants termination of employment. In such event, the probationary employee shall not be entitled to recourse under the grievance article of this Agreement.

Section 4. Notice of Investigatory Interview or Internal Affairs Investigation

A. Notice:

Prior to formal investigatory interviews for the purpose of potential discipline, which could reasonably lead to disciplinary action, the employee and the Association shall receive confidential written notification of the complaint at least six (6) hours before the interview.

This notice shall include:

- a. a copy of the original complaint, or a summary listing the relevant facts.
- b. notice of potential policy or criminal violations.
- c. notice of opportunity to consult an Association or legal representative prior to the interview and have Association representation during such interview in accordance with PECBA rights.

B. Investigatory Interviews:

- a. Should an employee be ordered to testify in any investigatory hearing, the employee shall be given written "Garrity" warnings.
- b. Interviews ordinarily will be conducted during the officer's regular hours of duty, unless of exigent circumstances and shall be conducted in a professional manner with reasonable breaks as necessary.
- c. Interviews can be recorded by either party, and if so, either party will provide timely copies upon request, including transcripts if done.

Section 5. Notice of Proposed Discipline and Pre-Disciplinary Hearing.

A. Notice to Employee. Prior to management reaching any final conclusion to impose discipline, the employee and the Association shall be provided the following information prior to the pre-disciplinary or "Loudermill" hearing:

- a. A copy of the investigation and witness statements supporting the allegations.
- b. The policy, work rules or other basis for the discipline.
- c. The disciplinary action being considered or proposed.

B. Pre-disciplinary/Loudermill Hearing. Prior to imposition of discipline, the employee and Association shall be afforded opportunity to respond in writing to the charges, and/or to meet with the Chief of Police or individual with the authority to impose the discipline for the alleged conduct, normally within seventy-two (72) hours of receipt as delineated in the notice. This opportunity shall include the right to provide information including extenuation, mitigation and defense.

Section 6. Imposition of Discipline.

Imposition of discipline requires written notice to the employee to include: the specific allegations, the supporting evidence and the sanction imposed. The employee will be provided with a full copy of the investigation unless this documentation was provided to the employee and the Association during procedures described above in this Article. When the City provides disciplinary documentation to an employee the City shall copy the Association.

**ARTICLE 23 – OUT OF CLASSIFICATION**

When an employee is assigned to perform substantially all the duties of a classification with a higher rate of pay than his/her own regular classification, while so assigned the employee will be paid at the entry pay step of that classification, or five (5%) percent out-of-class pay, whichever is the greater.

**ARTICLE 24 – ASSOCIATION MANAGEMENT COOPERATION**

Each employee covered by this Agreement recognizes that employment at a fair wage can continue only as long as a high level of productivity is maintained. The City, the Association and all employees jointly enter into this Agreement pursuant to that recognition. Each employee pledges his/her cooperation in eliminating waste, in conserving equipment and in preventing excessive absenteeism.

**ARTICLE 25 – HOLIDAYS**

Section 1. Designated Holidays. The following holidays shall be designated as official holidays and shall be observed in accordance with this contract:

New Year's Day	Independence Day
Martin Luther King, Jr.	Labor Day
Presidents' Day	Veteran's Day
	Thanksgiving Day
Memorial Day	Christmas Day

Section 2. Personal Days. Employees will also accrue one employee day off on January 1, and July 1, of each calendar year which must be used or forfeited within the calendar year earned.

Section 3. Holiday Accrual. Employees who work eight (8) or nine (9) hour shifts shall receive forty-four (44) hours of holiday leave on January 1 and again on July 1 (hereinafter, the holiday "bank"). Employees that work ten (10) or twelve (12) hour shifts shall receive sixty-six

(66) hours of holiday leave on January 1, and again on July 1. This time will be banked and can be used in the same manner as vacation accrual. All holiday and personal days must be used in the calendar year or will be forfeited. Effort should be made for timely use of holiday time, to avoid demands at the end of the year which creates situations below minimal staffing levels. Holidays will be recognized on the actual day of the holiday.

Section 4. Pay In Lieu of Holiday Accrual. Employees who work a holiday will receive overtime pay (rate of double time) for the hours worked. Upon payment, the holiday benefit for that holiday is received and charged to the bank. Employees may elect to work the holiday for straight time and bank the eight hours of leave.

Section 5. Holiday Accrual Cash-out. If an employee wishes to “cash out” holiday time, they can one time per calendar year, cash out up to forty (40) hours of holiday time. The employee must have the requested amount in their holiday balance at the time of request.

Section 6. Holiday Accrual Payment at Separation. If an employee separates from the City, tabulation of holiday leave will be based on the actual holiday occurrence and use.

## **ARTICLE 26 – WORKER’S COMPENSATION**

The City shall provide workers’ compensation insurance or self-insure in accordance with law. During the period of workers’ compensation related time loss, the injured employee will continue to accrue seniority and shall be eligible for other benefits of this Agreement. In case of accidental occupational injury to any employee, such injury shall be reported immediately to the employee’s supervisor. The employee shall cooperate with the City and complete and submit all required reports and claim forms as promptly as the injury permits.

An employee who is entitled to receive Workers’ Compensation time loss payments is compensated an amount computed by the Workers’ Compensation insurer as provided by law based upon annualized earnings (base wage plus premiums, incentives and overtime). The employee shall receive these payments during the time loss eligibility period as provided by law.

In addition, during the first ninety (90) days of a Workers’ Compensation time loss due to an on the job injury or illness, if the time loss payment from the Workers’ Compensation insurer is determined by the City to be less than the employee’s annualized earnings (base wage plus premiums, incentives and overtime net of taxes), the City will pay to the employee an amount equal to the difference between the Workers’ Compensation payment received and the employee’s net regular salary.

During the first ninety (90) days, if the employee returns to light duty and the employee’s compensation received for light duty and time loss payments is less than the employee’s net regular salary, the City will pay to the employee an amount equal to the difference between the compensation currently received and the employee’s net regular salary.

Beginning on the ninety-first (91<sup>st</sup>) day after the date of injury, the employee may use any form of paid time off including accrued comp time, holiday credits, and vacation credits and any accumulated sick leave if the employee desires to supplement Workers’ Compensation payments under this Agreement so that the injured employee receives the employee’s net regular salary. Under no circumstance may an employee use accrued paid leave to exceed the employee’s net

regular salary. An employee may notify the City that the employee does not want the leave charged against accrued leave, and the employee will remain in time loss and/or other appropriate protected leave status.

Health care practitioner (HCP) progress reports may be required prior to approval of payments under this Article.

For the purposes of this Section, "net regular salary" is calculated based upon the formula used by the Workers' Compensation insurer as provided by law.

While an employee is out on Workers' Compensation the employee shall be entitled to accrue full holiday, vacation, sick leave and other leave accruals they would otherwise earn and be eligible for if the employee was working the full month.

## **ARTICLE 27 – IMMUNIZATION**

When recommended by a designated physician advisor, the City may require immunization for employees as protection from occupational diseases such as tetanus and hepatitis. Employees shall seek such immunization through their preferred health care practitioner. If a vaccine is mandated by the State of Oregon or the Federal government, the City may require employees to provide immunization records from their health care provider.

Employees will not be required to submit to vaccinations that are not required by the State of Oregon or the Federal government.

## **ARTICLE 28 – TOBACCO USE**

No employee is allowed to use tobacco products while on duty. "Duty" as defined for this policy shall include all time compensated by the City, other than vacation, holiday, sick leave and compensation time off.

## **ARTICLE 29 – DRUG AND ALCOHOL PROGRAM**

Section 1. Safety and Productivity. The City of Hermiston and the Association recognize a responsibility to the citizens of Hermiston and the City's employees to maintain safe and productive working conditions. The parties also recognize the special duties and responsibilities that public safety employees have, including the need to maintain the respect and confidence of the citizenry.

Section 2. Drug Free Workplace. To aid in the accomplishment of the goals noted in Section 1, the City forbids the possession, distribution, dispensation, manufacture, sale or use of illegal drugs, or the abusive use of legal drugs by any bargaining unit employee at any time. The City also forbids the abusive use of alcohol in the work place.

For the purposes of this Article, "use" of illegal drugs, or alcohol is indicated by the presence of any detectable amount of an illegal drug use, or alcohol an employee's system during work time.

Section 3. Assistance and Treatment. Any employee with a substance abuse problem is strongly encouraged to voluntarily seek professional assistance, counseling, and/or treatment. Such help is available through the City's Employee Assistance Program or a list of local sources for such help is available from the City. The parties stand ready to assist in that process wherever appropriate.

Section 4. Reasonable Suspicion Testing. Where there is reasonable suspicion that an employee is using illegal drugs or abusing legal drugs or alcohol in violation of this Article, or where an employee is involved in an accident or other incident, while on duty, in which reasonable safety precautions appear to have been ignored, an employee may be required to submit to testing for presence of drugs or alcohol.

Employee testing will be at City expense. Analysis of such tests will be done at a licensed clinical laboratory which is US DOT certified. Employees may be subject to breath, urine or blood testing, which shall be conducted only upon reasonable suspicion.

Section 5. Accommodation. In appropriate cases where substance abuse is determined to be subject to the ADA and reasonable accommodation, accommodation may be considered as an alternative to discharge. In the event of a positive test, an employee who seeks professional help for addiction or alcoholism may be suspended without pay during a time determined necessary to successfully complete in-patient or other professionally administered treatment or rehabilitation program acceptable to the employee and the City. In the absence of other aggravating and disqualifying circumstances, upon successful completion, an employee will be reinstated subject to periodic retesting at any time for a three (3) year period and subject to the terms of a last chance agreement acceptable to the City.

The confidential nature of these matters will be respected in the administration of these procedure to the extent possible consistent with their effective use.

### **ARTICLE 30 – REPLACEMENT OF CORRECTIVE LENSES/FRAMES AND HEARING AIDS**

If an employee loses or damages his/her corrective lenses and/or frames in the line of duty and not due to the officer's negligence, the City will reimburse the costs for replacement or repair up to four hundred dollars (\$400.00) in total for eyewear. If an officer loses or damages hearing aids not due to the officer's negligence, the City will contribute up to the first two thousand dollars (\$2,000.00) of expense unless replacement or repair is within a warranty or insurance benefit.

### **ARTICLE 31 – RESIDENCY**

Each July, employees who have maintained a personal residence within the Hermiston City Limits for the prior twelve (12) months will receive a payment of five hundred dollars (\$500.00).

### **ARTICLE 32 – SAVINGS CLAUSE**

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, state or city law, that provision will be submitted to negotiations to bring it into compliance with the law. The remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE 33 – DURATION OF AGREEMENT**

Section 1. Term. This Agreement shall become effective as of July 1, 2022 and shall remain in full force and effect through June 30, 2025, or until a successor agreement is reached. Notice to bargain a new contract shall be provided at least ninety (90) days prior to termination.

Section 2. Amendments. The Agreement may be amended at any time by mutual agreement of the Association and the City; such amendments shall be in writing and signed by both parties.

Dated this \*\*<sup>th</sup> day of \*\*\*\*\*, 2022.

CITY OF HERMISTON

HERMISTON POLICE ASSOCIATION

By \_\_\_\_\_  
Byron D. Smith, City Manager

By \_\_\_\_\_  
Tim Mears, Association President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

This salary schedule is effective July 1, 2022 through June 30, 2023									
(Reflects salary for no certificate or incentives)									
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Records Specialist			4238	4408	4582	4764	4957	5156	5365
Patrol Officer	5134	5309	5505	5707	5922	6160	6406	6665	6931
This salary schedule is effective July 1, 2023 through June 30, 2024									
(Reflects salary for no certificate or incentives)									
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Records Specialist			4365	4540	4719	4907	5106	5311	5526
Patrol Officer	5288	5468	5670	5878	6100	6345	6598	6865	7139
This salary schedule is effective July 1, 2024 through June 30, 2025									
(Reflects salary for no certificate or incentives)									
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Records Specialist			4496	4676	4861	5054	5259	5470	5692
Patrol Officer	5447	5632	5840	6055	6283	6535	6796	7071	7353