

AGREEMENT BETWEEN

CITY OF TOLEDO

and

TOLEDO PUBLIC SAFETY ASSOCIATION

EXPIRES - JUNE 30, 2016

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ARTICLE 1: AGREEMENT AND PURPOSE

This Agreement is entered into between the City of Toledo, Oregon, hereinafter referred to as the "City" and the Toledo Public Safety Association, hereinafter referred to as the "Association," for the period of July 1, 2013, through June 30, 2016. This Agreement shall continue in full force and effect during the period of negotiations for a successor agreement.

It is the purpose of this Agreement to set forth the full and complete Agreement between the parties.

ARTICLE 2. RECOGNITION

Section 1. Recognition. The City recognizes the Association as the sole and exclusive collective bargaining representative of all employees covered by this contract for the purpose of collective bargaining with respect to wages, hours, benefits, and related terms and conditions of employment.

Section 2. Scope of the Bargaining Unit: The bargaining unit covered by this contract consists of all regular full and part-time Emergency Services employees of the City who regularly work twenty (20) hours or more per week, exclusive of management, temporary, casual and seasonal employees and those who are supervisory or confidential as defined by ORS 243.650.

Section 3. Definitions. For the purposes of this Article, it is agreed that the following definitions shall apply:

Temporary Employee - An employee who is hired either for an indefinite period of time or for a specific project, not to exceed four (4) months. In either event, a temporary employee has no reasonable expectation of continued employment beyond the specified period or project.

Casual Employee - An employee whose employment is on an intermittent or as-needed basis not to exceed 120 hours a month for four consecutive months, unless both parties mutually agree to an extension. (Often as substitutes for regular employees off on leave or as a fill-in during an emergency.)

Seasonal Employee - An employee hired to fill a position whose scheduled work and length of service is determined by seasonal demands not to exceed six months.

Section 4. New Classifications. The City shall give the Association notice when they create a new position that is not listed in Appendix "A" of this Agreement or when they substantially change the description of an existing job classification. Such notice shall include a position description, a salary rate, and a statement as to whether or not the City believes the position belongs in the bargaining unit.

Upon receipt of such notification, the Association shall have thirty (30) days in which to notify the City in writing of its desire to enter into negotiations over the rate of pay which the City has assigned to the classification. If there is a disagreement over whether or not the position belongs

in the bargaining unit, the Association may petition the Employment Relations Board for a unit clarification hearing to resolve the matter.

ARTICLE 3. NONDISCRIMINATION

The City and the Association and the employees jointly recognize that they are required by law not to discriminate against any person by reason of union membership or non-membership, age, sex, race, religion, color, national origin, political affiliation, marital status, or handicap, as defined by Oregon Revised Statutes. The City and the Association also recognize that the law makes provision for bona fide occupational qualifications and requirements.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Association are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives, functions, and rights not specifically limited by the Agreement.

The City shall have no obligation with the Association with respect to the exercise of its discretion and decision-making.

Section 2. Without limitation, but by way of illustration, some of the exclusive prerogatives, functions, and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the departments in which employees of 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, except as those may impact mandatory subjects of bargaining.
- B. To close or liquidate an office, branch, operation or facility, or combine facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.
- C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with, regards thereto.
- D. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures, except as those may impact mandatory subjects of bargaining. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities, and may do so by written

work rules, existing or future so long as such is not in contradiction with this Agreement.

- E. To manage and direct the work force, including, but not limited to: (a) the right to determine the methods, processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules and hours of work; (d) the right to dispose of, purchase, and assign equipment or supplies; and (e) the right to develop work rules not inconsistent with terms of this Agreement, except as those may impact mandatory subjects of bargaining.
- F. To discipline, suspend, demote or discharge an employee so long as such action is for just cause, and in compliance with due process and the provisions of this Agreement.
- G. To subcontract out work in instances in which the City determines that to do so would be more efficient, or would be more cost effective, and/or would result in an end result of higher quality. If subcontracting would result in layoff or reduction of regular hours of bargaining unit members, the City will provide thirty (30) days notice, including a cost benefit analysis to the Association. The Association may request to bargain the impact of the City's decision. The City has a right to continue to subcontract the types of work it presently subcontracts.

ARTICLE 5. ASSOCIATION SECURITY AND CHECK OFF

Section 1. Association Membership. Membership or non-membership in the Association shall be the individual choice of employees covered by this contract; provided, however, that any employee who chooses not to become a member of the Association shall pay an in-lieu-of-dues payment to the Association equal to the Association's monthly dues, in order to defray the cost of services for negotiations and contract administration.

Section 2. Any individual employee objection to payment of Association dues or a like amount in lieu of dues which is based on a sincerely held religious belief or on bona fide religious tenets or teaching of a church or religious body of which such employee is a member, will require such an employee to inform the City and the Association of his/her objections. The employee will meet with representatives of the Association and the City to establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

Section 3. The City agrees to deduct from the paycheck of each employee who has so authorized it the regular monthly dues uniformly required of members of the Association, or, alternatively, in the case of non-members, a monthly "in-lieu-of-dues payment", as defined in Article 5, Section 1. The first full calendar month of employment will be the first month from which deductions will be made. The amounts deducted shall be transmitted by the 10th of each succeeding month to the Association on behalf of the employees involved. Authorization by the

employee shall be on forms furnished by the Association and may be revoked by the employee upon request.

Section 4. Hold Harmless. The Association agrees to indemnify and hold the City harmless from and against any and all claims, suits, or orders of judgments brought against the City as a result of the City's compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the City in connection with same.

Section 5. The City shall furnish the Union by the 10th of each month a complete list of all employees including new, terminated and fair share. Such listing shall contain the names in alphabetical order, addresses, social security numbers, and job classifications.

ARTICLE 6. ASSOCIATION RIGHTS

Section 1. Bulletin Boards. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each department to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards.

Section 2. Visits by Association Representatives. The City agrees that accredited representatives of the Association shall have reasonable access to the premises of the City to administer this contract and to conduct the Union business to the extent required by law. Association business shall not interfere with the normal operation of the department or the performance of work.

Section 3. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force, other than required public safety information. If necessary, the supervisor may administratively order any employee to immediately provide public safety information necessary to secure the scene and pursue suspects. Public safety information shall be limited to such things as outstanding suspect information, number and direction of shots fired, parameters of the incident scene, identity of known witnesses, and similar information. In addition, the employee may be ordered to participate in a walk-through of the scene. Any walk through may be subject to being recorded. Any statement made during the course of any walk through and evidence gained by reason of such compelled statements will not be used in any subsequent criminal prosecution against the employee, which may result from the incident where deadly physical force may have been used. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement or the walk through.

ARTICLE 7. CONTRACT NEGOTIATIONS

The Association negotiating team shall be composed of not more than two (2) employees. They shall be permitted to attend negotiating meetings with the City representatives, mediation and fact-finding sessions without loss of pay to the extent that such meetings are scheduled during

duty hours of the members so attending. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

ARTICLE 8. NO STRIKE – NO LOCKOUT

Section 1. During the term of this Agreement the Association shall not allow, cause, or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732, nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

Section 2. Any employee who commits any of the acts prohibited in this article may be subject to discharge or other disciplinary action.

Section 3. In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Association upon notification shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

Section 4. Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

Section 5. Lockout. There will be no lockout of employees in the Unit by the City during the term of this Agreement.

ARTICLE 9. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute regarding the application, meaning or interpretation of a particular clause of the Agreement or regarding an alleged violation of this Agreement, except as provided in Article 27 - General Provisions.

In the event more than one employee has a common grievance, the employees or the Association may initiate a group grievance.

Section 2. Notwithstanding the following procedure, it is the intent of the City and the Association that the grievant first attempt to resolve the grievance informally with his/her supervisor prior to using the grievance procedure. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1.

The aggrieved employee, with or without Association representation, shall submit the alleged violation in writing on a standard grievance form to the employee's immediate supervisor within fourteen (14) days of its occurrence or within fourteen (14) days of the employee's knowledge of its occurrence or the date the employee should have reasonably become aware of the event. The notice shall include (1) a statement of the grievance and relevant facts; (2) provision of the contract allegedly violated; (3) remedy sought. The supervisor shall meet with the aggrieved party and respond to the grievance in writing as

quickly as possible, but no later than fourteen (14) days after the written grievance was received.

Step 2.

If the grievance remains unresolved, the Association shall within fourteen (14) days from receipt of the reply of the immediate supervisor, or the date on which it was due whichever is earlier, submit in writing the grievance to the department head with a copy of all material submitted or received at the first step hereof. The department head shall meet with the aggrieved party and an Association representative and shall respond to the grievance in writing within fourteen (14) days of the receipt of the Step 2 grievance.

Step 3.

If the grievance is still unresolved, the Association shall within fourteen (14) from the receipt of the department head's reply or the date on which it was due whichever is earlier, submit the written grievance to the City Manager with a copy of all materials submitted or received at previous steps hereof. The City Manager shall meet with the aggrieved party and an Association representative, and shall respond to the grievance in writing within fourteen (14) days of receipt of the grievance.

Step 4.

If the grievance remains unresolved, the Association shall within fourteen (14) days from the decision of the City Manager, notify the City and the State Mediation and Conciliation Service in writing of its intent to enlist the assistance of a state mediator. The parties may mutually agree to move the grievance to the arbitration step after Step 3. Such agreement shall be in writing and signed by both parties.

Step 5.

If the mediator is unable to enable the parties to resolve the grievance, it may be submitted within fourteen (14) days to an arbitrator in the following manner. If the parties cannot agree upon an arbitrator, a list of seven (7) Oregon and Washington names shall be requested from the Employment Relations Board. The parties shall alternately strike one name from the list until only one name from the list remains. The order of striking shall be determined by lot. The remaining individual shall be the arbitrator.

The arbitrator shall set a time and place for hearing which is agreeable to all parties. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not have power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

Section 3. The arbitrator's fees and expenses shall be borne by the losing party, as determined by the arbitrator. Each party shall be responsible for the cost of presenting its own case to arbitration.

Section 4. Days as used in the Agreement, unless specified to the contrary, shall mean calendar days. Any or all time limits specified in the grievance procedure may be waived by mutual

consent of the parties. Failure by the Association to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance.

Failure by the City to submit a reply within the specified time limits shall allow the grievance to go directly to the next step in the procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been withdrawn.

Section 5. The employee shall have the right to be represented by an Association representative at any level of the grievance procedure. Employees in the bargaining unit involved in meetings with the employer under the grievance procedure shall be allowed time off with pay for that purpose.

When circumstances dictate that such cannot be done outside work times, an Association representative may engage in the investigation of a grievance during work time. However, the representative shall first advise his/her supervisor of said intent and shall keep such activity to the minimum time actually required and shall not disrupt City services.

ARTICLE 10. PROBATIONARY PERIOD

Section 1. Probationary Period. Initial probation for sworn police officers hired after October 1, 1998 (non-prior certified police experience) will be eighteen (18) months. Newly hired certified DPSST police officers' probation will remain at nine (9) months.

Initial probation for non-prior certified dispatchers will be twelve (12) months. Newly-hired certified DPSST dispatchers' probation period will remain at six (6) months.

Initial probation for all other classifications will be nine (9) months.

During the probationary period, the employee shall have no recourse to the grievance procedure of this Agreement on matters of discipline and discharge.

Section 2. Promotion Probation. Every promoted employee shall serve a probationary period of six (6) months. If, before the end of the probationary period, the promoted employee fails to meet the required work standard or if the promoted employee so chooses, he/she shall return to his/her previously held position and wage rate. No promoted employee shall be terminated from employment without just cause. This Section shall include employees promoted outside the bargaining unit.

ARTICLE 11. SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service for the City without a break, as defined in Section 3 below. Upon completion of probation, an employee shall be credited with seniority back to last date of hire.

Section 2. Separate seniority lists shall be kept for full-time and part-time employees. Seniority earned in full-time status shall be calculated and recorded separately from seniority earned in part-time status. These lists shall be kept current and posted in each work area and shall be made available to the Association upon request. Part-time employees shall accrue seniority proportionate to the actual number of hours they work. If two (2) or more employees start work on the same date, their order of seniority shall be determined by lot.

Section 3. Break in Seniority. Seniority shall be broken and the employment relationship between an employee and the City shall be terminated by the following:

- A. Discharge of a regular employee.
- B. Voluntary termination or retirement.
- C. Exhaustion of recall rights from layoff.

Section 4. Notice of all job openings within the City shall be posted on bulletin boards for a period of at least ten (10) working days prior to filling the position. Such notice shall include a position description and a statement of all qualifications required for the position by the City.

ARTICLE 12. DISCIPLINE AND DISCHARGE

Section 1. Discipline. The principles of progressive discipline shall normally be used. Discipline shall normally begin with a written reprimand. When circumstances of each separate incident or combination of incidents warrant discipline, however, higher levels of discipline may be appropriate for more serious kinds of misconduct. Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action shall include, but not be limited to, the following:

- A. Written Reprimand
- B. Suspension With or Without Pay
- C. Demotion
- D. Termination of employment

Section 2. If a supervisor has reason to discipline an employee or to verbally counsel them regarding work performance, the supervisor shall attempt to deal with the matter in a manner that will not embarrass the employee before other employees or the public. Employees must be notified that the conversation may lead to disciplinary action and given the opportunity to request Association representation.

Section 3. Discharge. Except for employees on initial probation, employees shall be discharged only for just cause. Any employee who is under consideration for discharge shall be notified immediately in writing of that fact, as well as the basis for such action. The employee and an Association representative shall be afforded an opportunity to refute such charges or present mitigating circumstances at a time and place specified in the notice, which date shall not be less than five (5) days from the date the pre-dismissal notice is delivered. If the employee is dismissed, a grievance filed by or on behalf of the employee shall be initiated at Step 3 of the grievance procedure within fourteen (14) days of the discharge.

Section 4. The City shall notify employees of all citizen complaints or internal investigations except those involving criminal allegations. Upon completion of any such investigations, the City shall notify the employee of the results.

ARTICLE 13. PERSONNEL RECORDS

Section 1. Personnel Files. There shall be only one (1) official personnel file for each employee. However, this provision shall not be construed to prevent supervisors from maintaining a "working file" to be used for evaluation purposes.

Section 2. An employee may inspect the contents of his/her official personnel file and any working file at reasonable times. Confidential reports received from references will be excluded. No grievance material which would not normally be included in the personnel file shall be kept there after a grievance has been resolved except the resolution of the grievance itself.

Section 3. No information reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

If an employee is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a statement has been signed by two management representatives that a copy of the document was mailed to the employee at his/her address of record.

Section 4. If the employee believes that any of the above material reflects critically upon him/herself, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

Section 5. Upon approval by the supervisor an employee may include in his/her personnel files, copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects creditably on the employee. Such request may not be unreasonably denied.

Section 6. With the exception of performance evaluations, material reflecting caution, consultation, warning, admonishment, reprimand, or other discipline, shall be removed from the personnel file after eighteen (18) months. Such material may be removed earlier by mutual agreement between the supervisor and the employee.

Section 7. Employee personnel files shall be considered confidential as far as allowed under ORS 192.502.

ARTICLE 14. LAYOFF

Section 1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. No full-time regular employees shall be laid off while temporary seasonal, probationary and part-time employees are retained by the City. Employees shall be given at least 15 calendar days' written notice prior to the effective date of a layoff. Any employee who is to be laid off shall be given bumping rights based on seniority into any other represented classification in the bargaining unit with the same or lower salary range for which he/she is qualified. For the purpose of this Agreement the same salary range is any that is plus or minus one (1) percent at Step 1 of the salary schedule.

Section 2. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification with employees on recall status until all laid off employees in that classification have had an opportunity to return to work.

An employee's failure to report to work or contact his/her Department Head to arrange a mutually agreeable report to work date within five (5) days of the actual receipt of a notice of recall will be considered grounds for removal from the recall list. Notice shall be sent to the last address provided to the City by the employee through personnel records and to the Association.

Section 3. An employee on recall status who applies, and is hired, for a vacancy in the City other than in the classification from which he/she has been laid off, shall remain on the recall list for his/her former classification.

Section 4. Seniority and benefits shall not accrue during layoff. All seniority rights,- accrued sick leave, rate of vacation accrual and retirement plan arrangements to which an employee was entitled at the time of layoff unless modified by subsequent contract negotiations shall be restored upon recall. Layoff status shall not extend for more than twenty-four (24) months, provided the employee has maintained his/her DPSST Certification.

ARTICLE 15. HOURS OF WORK

Section 1. Work Hours. The normal hours of work each day shall be consecutive. All employees shall be scheduled to work a shift, and each shift shall have an established starting and quitting time. However, nothing herein shall be construed in such manner as to prevent the City from changing such schedule when operational needs require such change. The Fire Chief shall establish the work schedule for the Fire Department

Section 2. Except for the Fire Department,

A. The work week begins with an employee's first day of work each calendar week.

- B. The normal, full-time work week is forty consecutive hours except for the employees working a 3/12 shift, as provided for in section C.
- C. The work week is either five (5) consecutive eight (8) hour days with two consecutive days off, or four (4) consecutive ten (10) hour days with three (3) consecutive days off, or three (3) consecutive twelve (12) hour days with three (3) consecutive days off, at the discretion of the City, unless the employee is assigned to on call duty under Section 8 of this Article.
- D. Notwithstanding the above, the City may change the work week with fourteen (14) days' notice to the employees. Any work week designated by this section shall contain consecutive days off.
- E. To accommodate for training and regularly scheduled shift changes (once every three months in patrol, and once every two months in dispatch), an employee's shift may be adjusted within a 14 day period. For this adjustment, an employee may be scheduled for: (i) 12 hour shifts not to exceed 84 hours within the 14 day adjustment period, (ii) 10 hour shifts not to exceed 80 hours within the 14 day adjustment period, or (iii) 8 hour shifts not to exceed 72 hours within the 14 day adjustment period. Hours worked within this 14 day adjustment period in excess of each of these limits shall be compensated as overtime.

Section 3. Work Schedules. Schedules showing employee shifts, workdays, and hours shall be posted on department bulletin boards. Regular changes in shift assignment may be made by the Department Head with seven (7) days' advance notice, except for emergency situations, in the following manner. Police Officers' schedules may be changed once every two (2) or three (3) months as mutually agreed to by the City and the Association. Dispatchers' schedules may be changed monthly. Police officers will not be assigned to the same shift for more than six (6) consecutive months. An emergency is defined as an unforeseen event affecting the department's staffing allocations. In the event an emergency change in the employee's work schedule is required, the employee must be notified by the chief or his designee as soon as practical after the emergency exists.

Section 4. Rest Periods. Each employee shall be allowed a fifteen (15) minutes rest period during each one-half shift. The time at which rest periods are taken by an employee shall be in accordance with the operating requirements of each department and shall be considered compensated time.

Section 5. Meal periods. Each employee shall be granted a one-half hour compensated meal period during each work shift. Meal periods shall be taken at or about the middle of the work shift, consistent with operating requirements of each department. Employees may be required to perform the duties of their position during this meal period dependent on the operational needs of the department.

In overtime situations, meals will be handled according to current practice.

Section 6. Clean-up Time. Employees shall be granted reasonable cleanup time when needed as a result of their assignment. This time is considered on duty time. The City shall provide the required facilities for the employees to clean up.

Section 7. Shift Exchange. Upon approval by the department head or designee, employees may exchange shifts when the change does not interfere with the operation of the department. If the change involves more than one work shift or more than forty (40) hours a week, the employee shall not receive any overtime or other bonus compensation from the City for the exchange. The department shall not be obligated to enforce any trade time obligations owing between employees. It is the sole responsibility of the employees involved to monitor and rectify any trade time obligations.

Section 8. On Call Duty. If an employee is required by the City to serve on call duty, he/she shall be compensated at the rate of two (2) hours' pay at the straight time rate for every eight (8) hours of on call duty. Employees who are called into active duty while serving on call duty, will be compensated hour for hour at the appropriate rate for all time on active duty. On call duty shall only be assigned to employees for work within their own classification.

Section 9. Sworn employees shall be allowed to work out at a gym located inside City limits if there is a minimum of two (2) sworn employees on shift. In this case, one (1) employee may work out at a time, subject to recall.

ARTICLE 16. OVERTIME

Section 1. Non-sworn, fire, and sworn employees not on a 207(k) schedule employees will be compensated for hours worked, including use of paid time off, except for unscheduled sick leave, in excess of eight (8) per day if on a 5 - 8 schedule, ten (10) per day if on a 4 - 10 schedule, or forty (40) hours in a work week at the rate of one and one-half (1½) times their regular hourly rate. Dispatchers working twelve (12) hour shifts will only be compensated at this overtime rate of pay for hours worked in excess of forty (40) hours in a work week. The City shall use a Section 207(k) exemption for a one hundred-seventy one (171) hour/twenty-eight (28) consecutive day period for sworn employees. Sworn employees will be compensated for hours worked (including use of paid time off other than unscheduled sick leave) in excess of their regularly scheduled shifts at the rate of one and one-half (1½) times their regular rate.

The work week begins for dispatchers and non-sworn employees with Sunday as the employee's first day of work and ends on Saturday of each calendar week.

There shall be no pyramiding of hours for the purpose of paying compensatory time within the twenty-eight (28) day period.

Section 2. Call Back. Overtime compensation shall be paid for the actual hours of overtime worked provided that a minimum of two (2) hours shall be paid in each instance of a call back if the employee is called back at least one (1) hour before or after his/her shift. If an employee is

called back on a scheduled day off, the employee shall be paid for the actual hours of overtime worked provided that a minimum of three (3) hours shall be paid in each instance of such call back.

Section 3.

- A. Within the operational needs of a department, the City will attempt to distribute overtime opportunities equitably.
- B. Except in emergencies, employees will be given at least three (3) days' notice of an overtime assignment.

Section 4. On a department by department basis, employees shall be compensated for overtime worked either in cash or compensatory time off, at the City's discretion.

Section 5. Employees may not accumulate more than sixty (60) hours of compensatory time without supervisory approval. In the event an employee has accumulated sixty (60) hours of compensatory time, the City shall have the option of either paying in cash for compensatory time in excess of sixty (60) hours or requiring the employee to take the time off.

ARTICLE 17. WAGES

Section 1. Current employees shall be paid in accordance with Schedule A, attached.

Effective July 1, 2013 increase base wages by 1.8%.

Effective July 1, 2014, increase wages by 1.8%.

Effective July 1, 2015, increase wages by 1.8%.

Section 2.

- A. Uncertified New Employees. Never before certified police and fire officers are hired at Step 1 and move to Step 2 after twelve (12) months of satisfactory performance. Never before certified dispatchers are hired at Step 1 and move to Step 2 after twelve (12) months of satisfactory performance. Employees shall then move up one step on the pay scale each subsequent employment anniversary on verification of satisfactory performance. Example - officers to step 3 at 24 months total TPD employment, Dispatchers to step 3 at 24 months total TPD employment.
- B. Expired or Out of State Certified Employees. New non-certified employees with past DPSST or non-DPSST certified law enforcement, fire department, or dispatch experience shall be started at step 1 of the appropriate salary range. At the completion of their probationary period (police officers - nine (9) months; dispatchers - six (6) months), they shall be placed at the pay step equivalent to their total years of full-time, DPSST recognized, certified experience, as shown on the chart at the bottom of this section.

- C. The Department Head may authorize placement at a higher starting pay or higher post-probation step based on previous years of certified law enforcement, fire department experience. Any such experience will be determined by DPSST standards and certified through DPSST records, and the relevance of said additional experience shall be considered at the sole discretion of the City. Such pay step placement shall consider the gap in service, the currency and relevancy of the experience, and the benefit that said experience brings to the City in determining any accelerated advancement on the pay step scale. Any such accelerated advancement is at the sole discretion of the City.

- D. Currently Certified New Employees. Currently DPSST-certified police officers, fire officers, and dispatchers will be hired at the step commensurate with their experience, as shown on the chart at the bottom of this section. After successfully completing their probationary period (police officers - nine (9) months; dispatchers - six (6) months), employees with significant experience will be moved up to the next corresponding pay step, as shown on the following chart. These employees will then move up another step after twelve (12) months' total satisfactory employment at the Toledo Police Department. This then becomes their anniversary date and they will move up the salary schedule after every subsequent twelve (12) months of satisfactory performance.

- E. Salary Step Placement Chart.

Total Years of DPSST Certified Experience at Date of Hire	Starting Step	Completion of Probation Step	Anniversary Step
Less than four (4) years	2	2	3
Four (4) years or more	3	4	5
Five (5) years or more	4	5	6
Six (6) years or more	5	6	6

- F. No employee will suffer a reduction in step placement because of the language changes in this section.

Section 3. Employees will progress from step to step on the salary schedule on their anniversary date pending satisfactory performance. Employees hired prior to April 27, 1990, will have an anniversary date of July 1.

Section 4. A police officer shall be paid one hundred dollars (\$100.00) per month in addition to his/her wage for an Intermediate Certificate awarded by the State of Oregon. A police officer shall also be paid an additional one hundred twenty-five dollars (\$125.00) per month to his/her wage for an Advanced Certificate awarded by the State.

Section 5. A dispatcher shall be paid one hundred dollars (\$100.00) per month in addition to his/her wage for an Intermediate Certificate awarded by the State of Oregon. A dispatcher shall

also be paid an additional one hundred twenty-five dollars (\$125.00) per month to his/her wage for an Advanced Certificate awarded by the State.

Section 6. Employees who are assigned Field Training Officer responsibilities will be compensated an additional five percent (5%) of salary for all hours spent preparing for and performing such responsibilities.

Section 7. The City of Toledo shall establish two payroll dates per month at relatively equal intervals. Payroll may be fully computed or a mid-month payroll draw may be established against the employee's expected monthly wages.

Section 8. Longevity: Employees who complete ten (10) years of service in the unit will receive an additional one percent (1%) monthly wage, employees who complete fifteen (15) years of service in the bargaining unit shall receive an additional one and a half percent (1.5%) monthly wage, and employees who complete twenty (20) years of service in the bargaining unit shall receive an additional two percent (2%) monthly wage. The above longevity increases are non-cumulative. Twenty year employees receive a total of two percent (2%).

Section 9. If the City requires a fire employee to obtain any one of the following certification, the City shall provide a maximum of \$100 per month certification pay to the employee to maintain the certification. If the employee obtains more than one of the listed certifications, that employee is not entitled to more than \$100 per month.

- Rope Rescue
- Confined Spaces
- Vehicle Extrication.

All employees who possess the above certification on the date of this contract ratification shall receive the certification pay.

ARTICLE 18. RETIREMENT

Section 1. The City shall continue to participate in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) or its successor. For sworn, and non-sworn and fire employees the City will pay the employer's contribution and will pick up, assume, or pay the six percent (6%) employee's contribution to the Individual Account Program (IAP).

ARTICLE 19. HOLIDAYS

Section 1. Full-time employees shall be entitled to eight (8) hours of time off per full calendar month of employment, in lieu of holidays.

Part-time employees will be entitled to pro-rata holiday accrual, calculated in accordance with past practice.

Section 2. Such time off shall be granted at the time requested by the employee, subject to the operational needs of the City. No employee shall have accumulated more than forty (40) hours of such time off at any given time. Any hours in excess of forty (40) will be paid for by the City.

ARTICLE 20. VACATIONS

Section 1. Employees shall be eligible for paid vacation after six (6) months of continuous service with the City. Vacation benefits shall be computed from the date of hire.

Section 2. Accrual Rate. Full-time employees shall accrue vacation leave at the rate prescribed below:

Completed Years of Service	Accrual Rate
One through Four	8 hours per month
Five through Nine	10 hours per month
Ten through Fifteen	12 hours per month
Sixteen through twenty	14 hours per month
Twenty-one or more	15 hours per month

Section 3. Continuous Service. Breaks in City employment shall result in a loss of continuous service for the purpose of vacation accrual. Time spent by an employee on paid military leave, sick leave, leave resulting from injury incurred in the course of employment, layoff and other authorized leave shall be included as continuous service.

Section 4. Full time employees shall earn vacation allowance for any month in which they receive compensation for eighty (80) or more hours. If such compensation is for less than the equivalent of full-time hours, the vacation accrual shall be prorated to the number of hours compensated. Part-time employees shall earn prorated vacation benefits.

Section 5. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Section 6. Vacation time off will be granted at the time requested by the employee, subject to supervisory approval and consistent with the operational needs of the City. If the City is compelled by such operational requirements to limit the number of vacations occurring at the same time, the employee with the greatest seniority within the job classification within his/her department shall be given preference of choice for vacation periods. This seniority right shall be exercised only once per fiscal year.

Section 7. Maximum Amount Permitted. The appropriate supervisor may require an employee to use accrued vacation if the number of hours accrued by the employee exceeds two hundred

twenty-five (225) hours. No payment shall be made for vacation time beyond two hundred twenty-five (225) hours because of accrual limitation unless the failure to take the vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

Section 8. Compensation. Any regular employee who resigns in good standing, is laid off, discharged, or retires from the service of the City for any reason prior to taking his/her vacation shall be compensated by check for all earned but unused vacation he/she had accumulated at the time of separation.

Section 9. Death Compensation. In case of death of a regular employee, compensation for accrued vacation leave shall be paid in the same manner that salary due the decedent is paid.

Section 10. In the event the City determines budgeted funds are available, employees may "sell back" a portion of their accumulated vacation leave each year to the City. An employee may request a lump sum payment for up to forty (40) hours of accumulated vacation leave, as long as he/she retains a balance of at least eighty (80) hours. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's request for such pay. For the purposes of this section, a year is defined as the fiscal year.

ARTICLE 21. SICK LEAVE

Section 1. Accumulation. All full-time City employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service completed. Employees who regularly work twenty (20) hours or more per week shall accrue sick leave on a pro-rata basis. Sick leave shall accrue from the date of employment. Sick leave shall not be accumulated in excess of nine hundred sixty (960) hours.

Section 2. Utilization. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of off the job illness, injury or disability. Probationary employees are entitled to use sick leave. In such event, the employee shall notify the immediate supervisor of the absence due to illness, injury or disability, the nature and expected length thereof, as soon as possible, and not less than one hour prior to the employee's first regular work shift. A physician's statement of the nature and identity of the illness injury or disability, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the department head or his designee for absences of over three (3) work days prior to payment of any sick leave benefits. A physician's statement may be required as a prerequisite to payment of sick leave for absences of three (3) work days or less if the employee has been advised in advance of such requirement. Such requirements will be applied equitably and consistently.

Employees are also eligible for sick leave for the following reasons:

- A. quarantine of an employee by a physician for non-occupationally related disability;

- B. up to five (5) days per occurrence up to a maximum of ten (10) days per year for a serious illness of the employee's immediate family, which requires the employee to remain at home to care for or make arrangements for care of said family member. Immediate family shall be defined as per the Oregon Family Leave Act.
- C. medical and dental appointments.

Section 3. Reporting Responsibility. An employee's absence from work without notice for two (2) or more consecutive work days will be considered grounds for dismissal unless failure to notify was due to circumstances beyond the employee's control.

Section 4. Sick Leave Transfer. Any employee may donate a portion of their own accumulated sick leave to another City employee who is off work and who has exhausted their sick leave. Employees may donate up to eighty (80) hours of sick leave, as long as they retain a balance of at least eighty (80) hours.

ARTICLE 22. OTHER LEAVES

Section 1. Parental Leave. A parental leave of absence shall be granted any regular employee upon request for the birth or adoption of a child in accordance with State law. Employees on parental leave shall continue to accrue seniority. Upon their return, the employee shall be reinstated to their previous position¹, unless the position has been eliminated or a layoff has occurred. In such a situation, the returning employee shall have the opportunity to exercise their rights under Article 14 - Layoff.

Section 2. Bereavement. A leave of absence with pay for up to five (5) days shall be granted an employee when a death in the employee's immediate family requires the absence of an employee. For purposes of this section, immediate family is defined as the husband, wife, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, or other person living in the employee's household. Bereavement leave for other purposes may be granted with supervisory approval. Should circumstances require an employee to be absent longer than five (5) days, the excess shall be charged against accumulated compensatory time or vacation leave.

Section 3. Witness/Jury Duty. When an employee is called for jury duty or subpoenaed to appear in court as a witness related to his/her employment with the City, he/she will not suffer any loss of pay. He/she shall transfer any and all compensation, less mileage allowance received, to the City and shall receive his/her regular compensation for the time covered by the absence. Time not worked because of such service will not affect seniority, vacation or sick leave accrual.

Section 4. Military Leave. Eligible employees shall be granted military leave in accordance with applicable federal and state law.

¹ Position is defined as a budgeted position, not a work schedule.

Section 5. Education and Training Leave. When it requires employees to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to their employment, the City shall pay their wages in compliance with the Fair Labor Standards Act.

The employee shall be reimbursed for all tuition, fees, books and materials for training courses the City approves for the employee to attend. The course must be related to or beneficial to the city employment. The City shall pay for all DPSST training which is approved by the Police Chief.

The City will make a reasonable effort to provide mutually beneficial training opportunities. Within the operational needs of a department, the City will attempt to distribute those opportunities equitably.

Section 6. Leave Without Pay. A leave of absence not to exceed twelve (12) months may be granted by the City Manager, if in his opinion, the City service will not be adversely affected. The employee shall not accrue benefits or seniority during such leave. The employee shall not lose any accrued benefits or seniority and shall be returned to their previous position² upon completion of such leave, unless the position has been eliminated or a layoff has occurred. In such a situation, the returning employee shall have the opportunity to exercise their rights under Article 14 - Layoff. Leave time may be extended with the approval of the City Manager.

Section 7. An employee's failure to report to work within two (2) consecutive work days of the expiration of an authorized leave of absence or within five (5) calendar days of receipt of notice of medical release to return to work after any illness or injury will be considered grounds for dismissal.

ARTICLE 23. HEALTH AND WELFARE

Section 1. The City shall make available to eligible employees and their eligible dependents medical, dental, optical, life and long-term disability insurance coverage that is substantially equal to that presently in effect, if available.

The employee shall pay five percent (5%) of the cost of the combined insurance premiums and the City shall pay ninety-five percent (95%).

Section 2. Employee contributions shall be through payroll deductions. The City shall make available to employees an IRS Section 125 premium conversion plan, under the terms of which an employee may elect and instruct the City to withhold, on a pre-tax basis, any employee contribution for insurance premiums.

² Position is defined as a budgeted position, not a work schedule.

Section 3. The City reserves the sole right to select the carriers of all of the insurance coverage subject to the City's obligation to bargain with the Association. The employee shall have the option to self-pay for greater levels of coverage if available.

Section 4. The City and Association agree to establish a Joint Labor/Management Insurance Benefits Committee to review the level of existing benefits, to monitor insurance plan costs and utilization, and to recommend ways to modify benefits and control cost increases. This committee shall consist of two (2) representatives from TEA, two (2) representatives from the Association, and two (2) management representatives. Each party shall select its own representatives. The City may provide someone to act as a financial resource for the committee, but not be an official member of the committee. The committee shall meet as necessary on work time to accomplish its purposes.

Section 5. The City shall provide employees with an individual pass to the City swimming pool, and a 10% discount to the employee's family to the City swimming pool.

ARTICLE 24. TRAVEL EXPENSES

Section 1. The City shall reimburse employees for expenses incurred while on authorized City business at the following rates:

ITEM	RATE
Mileage:	Shall be the current rate per mile allowed by the Internal Revenue Service
Meals:	Actual cost up to a maximum of
	Breakfast \$10.00
	Lunch \$10.00
	Dinner \$16.00
	+ 15% gratuity
Lodging:	reasonable
Registration:	actual costs
Training:	actual costs

Section 2. All lodging accommodations shall normally be arranged in advance for overnight trips for such events as conventions, conferences, training, etc. Such accommodations shall be "reasonable" in cost. Employees may stay at facilities where scheduled functions are being held. If such facilities are full, similar accommodations may be used as a substitute.

Section 3. If a conference or workshop includes a meal, the total cost of that meal will be paid by the City even if it is more than the maximum rate allowed for meals as stated above.

Section 4. An employee must use a City vehicle, if one is available, for a one-day trip for City business. If a City vehicle is available and an employee chooses not to use the City vehicle for a one-day trip, the employee shall not be reimbursed for mileage. An employee may use a privately-owned vehicle for an approved overnight trip for City business and be reimbursed at the appropriate mileage rate stated in Section 1, above. City employees are encouraged to use a City vehicle for overnight trips, if at all possible.

Section 5. Employees are encouraged to share rides - especially where State conventions or associations meetings are involved.

Section 6. Reimbursement for travel expenses, including mileage, lodging, meals, etc., will be made by submitting a Travel Voucher Form and receipts that are approved by the Department Head and the City Manager. Employees shall document all reimbursable expenses with appropriate receipts. City employees are responsible for submitting reimbursement claims through the Department Head and City Manager to the City Treasurer not later than 10 days following completion of travel.

ARTICLE 25. WORKERS' COMPENSATION

Section 1. Occupational injuries and illnesses incurred on the job are covered by workers' compensation statutes. The City and the employees agree to abide by said statutes.

Section 2. When an injury or illness occurs in the course of employment, the City's obligation to pay is limited to the difference between any disability payment or time-loss payment received under Workers' Compensation laws and the employee's regular net pay, excluding overtime. In such instances, employees may choose to have prorated charges made against sick leave, compensatory time, vacation pay and holiday pay, in that order.

No employee shall be entitled to claim Workers' Compensation benefits against the City for any job illness, injury, or disability incurred through their work for another employer or in the course of self-employment. The City may take any legal action permitted to recover the costs of Workers' Compensation benefits so claimed and granted.

Section 3. The employee shall continue to accrue seniority and receive full medical insurance while off on workers' compensation as long as they remain on paid status.

ARTICLE 26. SAFETY

Section 1. Federal and State safety regulations shall be strictly observed by the City, the Association, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the City.

No employee shall be expected to operate any equipment that is reasonably considered to be unsafe. No employee shall be expected to perform a work assignment that is reasonably

considered to be unsafe, unless such assignment falls within the normal expectations of their job classification.

ARTICLE 27. GENERAL PROVISIONS

Section 1. Gender Reference. All references to employees in this agreement designate both sexes and wherever the male or female gender is used, it shall be construed to include male and female employees.

Section 2. Individual job descriptions for each class shall be reduced to writing and provided to employees upon assumption of the position. In the event job duties are changed substantially, the job description will be updated and a copy provided to the employee.

Section 3. The City agrees not to make unilateral changes regarding mandatory subjects of bargaining unless authorized to do so by this Agreement. In the event the Association and the City disagree regarding the mandatory status of an issue, the parties agree that the Employment Relations Board is the sole avenue of resolution and the Union and the employees waive the right to appeal such disagreement under Article 8 - Grievance Procedure. The City agrees to provide the Association with copies of all changes to policies affecting the bargaining unit.

Section 4. In the interest of providing safe and efficient services, the parties each agree to meet at the request of the other party to:

- A. review new programs that directly impact employee working conditions prior to implementation of such programs; or
- B. discuss any matters pertinent to maintaining good employer-employee relations.

Such meetings will normally be held during working hours. Employees attending shall suffer no loss of pay or benefits. The Association may send up to two (2) representatives to such meetings.

ARTICLE 28. WORK OUT OF CLASSIFICATION

Section 1. When an employee is required to assume the major responsibilities of a job classification with a higher pay range for more than ten (10) consecutive work days he/she shall receive premium pay except when the employee is enrolled in a specific departmental training program not to exceed four (4) weeks. An employee shall be given written verification of the specifics of said program.

Section 2. The premium pay shall be five (5) percent above the employee's regular salary retroactive to the first hour of the assignment and continuing until the assignment is terminated.

ARTICLE 29. RESIDENCE OUTSIDE CITY LIMITS

Section 1. Employees may reside outside the Toledo City limits.

Section 2. No City-owned vehicle shall be driven outside the Toledo Urban Growth Boundary by employees during off duty hour, except as provided for in Article 24 - Travel Expenses. The City reserves the sole right to control and change its vehicle policy, including, but not limited to, who may use a City vehicle as transportation to and from work and leave the vehicle at a residence during off duty hours.

ARTICLE 30. CLOTHING

Section 1. The City shall provide uniform clothing items to sworn officers consisting of uniform shirts, pants, jackets, hats, badges, nametags, patches, rank insignia, and other incidental uniform items. The City shall provide uniform clothing to dispatchers annually consisting of standardized outerwear with insignia. The City will provide acceptable shoes for staff captains. The City will reimburse sworn officers and firefighters up to two hundred fifty dollars (\$250.00) per year for the purchase of equipment that is pre-approved by the Chief. If the City requires footwear for dispatchers, it will do so on the same basis as police officers.

All City required uniforms and protective clothing for Fire employees shall be provided by the City. City required protective clothing will meet NFPA standards.

The City shall reimburse sworn officers, non-sworn employees, and firefighters dry cleaning uniform expenses up to forty five dollars (\$45.00) per month.

ARTICLE 31. SAVINGS CLAUSE

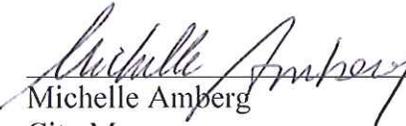
Section 1. Should any section or portion thereof of this Agreement be rendered unlawful and unenforceable by any court of competent jurisdiction, legislative body or administrative agency, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such decision, the parties agree to commence to negotiate a substitute for the invalidated section or portion thereof. Such negotiation should begin within a reasonable time from the issuance of the decision. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 32. TERMINATION

This Agreement shall be effective July 1, 2013 and shall remain in full force and effect through June 30, 2016. It shall automatically be renewed from year to year thereafter unless either party notifies the other in writing by January 1 preceding the expiration date of its intent to terminate the Agreement and open negotiations for a successor agreement. This Agreement shall remain in full force and effect during the period of negotiations.

SIGNATURE PAGE

FOR THE CITY



Michelle Amberg
City Manager

1/15/14

Date

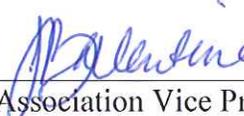
FOR THE ASSOCIATION



Association President

1/10/14

Date



Association Vice President

1/15/14

Date

SCHEDULE "A"

City of Toledo
Salary Schedule
Toledo Public Safety Association

July 1, 2013

Position	Classification					
	1	2	3	4	5	6
Dispatcher	\$ 2,917	\$ 3,022	\$ 3,126	\$ 3,235	\$ 3,348	\$ 3,461
Police Officer	\$ 3,581	\$ 3,719	\$ 3,855	\$ 4,003	\$ 4,150	\$ 4,305
Division Chief (Fire)	\$ 3,581	\$ 3,719	\$ 3,855	\$ 4,003	\$ 4,150	\$ 4,305
Police Detective	\$ 3,760	\$ 3,905	\$ 4,048	\$ 4,203	\$ 4,358	\$ 4,520

July 1, 2014

Position	Classification					
	1	2	3	4	5	6
Dispatcher	\$ 2,970	\$ 3,076	\$ 3,182	\$ 3,293	\$ 3,408	\$ 3,523
Police Officer	\$ 3,645	\$ 3,786	\$ 3,924	\$ 4,075	\$ 4,225	\$ 4,382
Division Chief (Fire)	\$ 3,645	\$ 3,786	\$ 3,924	\$ 4,075	\$ 4,225	\$ 4,382
Police Detective	\$ 3,828	\$ 3,975	\$ 4,121	\$ 4,279	\$ 4,436	\$ 4,601

July 1, 2015

Position	Classification					
	1	2	3	4	5	6
Dispatcher	\$ 3,023	\$ 3,131	\$ 3,239	\$ 3,352	\$ 3,469	\$ 3,586
Police Officer	\$ 3,711	\$ 3,854	\$ 3,995	\$ 4,148	\$ 4,301	\$ 4,461
Division Chief (Fire)	\$ 3,711	\$ 3,854	\$ 3,995	\$ 4,148	\$ 4,301	\$ 4,461
Police Detective	\$ 3,897	\$ 4,047	\$ 4,195	\$ 4,356	\$ 4,516	\$ 4,684