

AGREEMENT BETWEEN

THE CITY OF BOWIE

AND

**FRATERNAL ORDER OF
POLICE LODGE NO. 140**



EFFECTIVE:

July 1, 2019 - June 30, 2024

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PREAMBLE

This AGREEMENT, made this 1st day of July, 2019, between the City of Bowie, Maryland hereinafter referred to as the "City," and the Fraternal Order of Police Lodge No. 140 ("FOP" Lodge 140), hereinafter referred to, as the "Union" shall be effective as of July 1, 2019.

WHEREAS, the City and the Union, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

ARTICLE I - RECOGNITION AND UNIT DESCRIPTION

Section A - Recognition

The City recognizes the Union as the exclusive representative of Employees, as defined in Section B of this Article, for the purpose of negotiating collectively with the City with respect to wages, hours, and other terms and conditions of employment pursuant to and subject to the limitations of CAR-1-12 and Sections 18A and 39 of the Bowie City Charter (the "Charter").

Section B - Unit Description

The Bargaining Unit represented by the Union shall consist of all sworn probationary police and non-probationary police officers at the rank of Sergeant and below (hereinafter "Employees"), excluding Police Officer Candidates, confidential, managerial and all other employees of the Bowie City Police Department (the "Department") and the City.

Section C - Probationary Employees

- 1) All newly hired Employees and rehired Employees shall serve a probationary period as outlined in paragraphs 2) and 3). The City may, during such probationary period, in its sole discretion take any action with respect to the employment of such Employees, including termination, layoff or transfer and no grievance shall be filed or claimed by such Employees or on behalf of any of them by the Union for or on account of any such action of the City. Except as otherwise provided in this Agreement, newly hired Employees shall be subject to and are covered by the rights and obligations of this Agreement.
- 2) Employees hired as Police Officer Candidates and who attend an officer training academy approved by the Maryland Police Training Commission shall serve a probationary period of 12 consecutive months from the date they are first employed by the Department as a Probationary Police Officer, provided that they have graduated from such officer training academy on first day of their employment as Probationary Police Officer.
- 3) Employees hired into the Unit as Lateral/Experienced Police Officers shall enter service at a rank no higher than Private First Class and shall serve a probationary period of 12 consecutive months from the date they are first employed by the Police Department.
- 4) The Chief in his sole discretion shall determine whether former Employees who are rehired shall serve a probationary period and the duration of such period, provided however that the Chief can extend the probationary period in his discretion as long as the entire period (original plus extension) does not exceed 12 months.

- 5) The Chief of Police shall have the right to extend the probationary period for any newly hired Employee at his discretion for a period not to exceed six (6) months.

ARTICLE II - UNION MEMBERSHIP AND CHECK-OFF FOR DEDUCTION OF AUTHORIZED DUES FROM PAY

Section A - Union Membership and Dues Deduction

No employee is required to join or not join the Union. The City agrees to deduct from the earnings of each Employee, who chooses to join the Union and who has properly authorized deductions in writing by a proper authorization form duly executed, membership dues to be remitted to the Union as specified below. The Union shall provide each Employee executing an authorization form a copy of such form clearly indicating that such authorization shall be irrevocable for the period of one year and shall be automatically renewable from year to year thereafter, unless written notice of termination by the Employee is given to the City at least 30 days prior to the anniversary date of the authorization.

Section B - Remittance

The periodic dues deducted during any pay period from the pay of the Employees pursuant to this Article shall be remitted to the Union once each month. Payroll deductions for Union dues will begin on the first possible payroll following receipt of the signed Authorization Forms by the City Finance Department but in no case, later than three weeks following that receipt.

Section C - Form for Deduction

The designation consent for deduction of dues pursuant to this Article shall be made on a form supplied to the Employees by the Union, which has been approved by the City.

Section D - Information to Union

The City shall supply the FOP or its designee with a dues deduction printout on a quarterly basis throughout the term of this Agreement. Said printout shall include each individual's name and amount deducted each pay period.

Section E - Renewal of Consent

The amount of the dues deducted shall remain the same until the Union certifies in writing to the City, over the signature of an authorized officer of the Union, that such dues have been lawfully changed and what the new deduction will be each pay period. The City shall be notified in writing at least one month in advance of the effective date of such a change.

Section F - Indemnification

The Union shall indemnify and save the City harmless of any and all claims, grievances, actions, suits and other forms of liability or damages that arise out of or by reason of the collection and disposition of the dues deducted under this Article as soon as they have been remitted by the City to the Union.

ARTICLE III - RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES

Section A - Selection of Grievance Representatives.

The Union shall have the right to designate three (3) Employees as grievance representatives, one of whom shall be from Employees assigned to Patrol. They shall be selected in any lawful manner determined by the Union from among those actively employed by the City. The Union shall furnish the Chief of Police with the names of its officers and grievance representatives and the Union shall promptly inform the Chief of Police in writing of any changes in Officers or representatives.

Section B - Non-Discrimination

The City and the Union shall not discriminate against any Employee because membership or non-membership in the Union as it relates to the enforcement and administration of this Agreement.

Section C - Individual Employee Discussion with Division Commander

Nothing in this Agreement shall prohibit an Employee from voluntarily initiating and conducting any discussion on any issue or question concerning the Employee's job, assignment or any other term or condition of employment with the Employee's Division Commander or any other member of the Command Staff without participation or representation by the Union. Any adjustment made as a result of such discussion shall not be in conflict with any term of this Agreement.

Section D - Union Visitation

With permission of the Chief or his/her designee, representatives of the Union, which may include attorneys retained by the Union, shall have reasonable access to space in the Department headquarters or such other space in a City building as the Chief may select in his sole discretion for the purpose of conferring with grievance representatives on time other than the representatives' scheduled work time regarding a step meeting in the grievance procedure. Such permission shall not be unreasonably withheld by the City. All requests for such access shall be made in writing to the Chief at least 24 hours prior to the time of access requested.

Section E - Union Representation

- 1) After giving five (5) calendar days' notice to the Chief, one Union designated grievance representative shall be granted reasonable time off not to exceed 1 hour with pay when the Representative is required to be engaged in presenting a grievance under this Agreement during that Representative's scheduled hours where it will not interfere with the operations of the Department
- 2) The City reserves the right, at its option with five (5) days advance notice to the Union to schedule step meetings in the grievance procedure during non-scheduled hours of the grievant and the Representative.

Section F - Use of Bulletin Boards Inter-Office Mail and Electronic Mail

- 1) The City agrees to provide a bulletin board adjacent to the Employees' locker area to the Union for the purpose of allowing the Union to inform its membership of Union business.

- 2) Material posted by the Union or sent by the Union using Departmental e-mail shall not violate criteria generally applicable to the posting of notices on City property. The Union agrees to provide copies of all notices being posted or sent by email to the Chief of Police prior to post or transmission.
- 3) The Union shall have use of the Departmental electronic mail (email) for bargaining unit wide distribution of notices concerning Union meetings.

Section G - Information to Newly Hired Employees

- 1) During an Employee orientation, the City shall distribute information that is produced by the Union and furnished to the City related to the identity of the Union and its officers and Article II — Authorized Dues Deductions to all newly hired Employees.

ARTICLE IV - MANAGEMENT RIGHTS

Section A -

The City shall retain the exclusive right and authority, at its discretion, to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the City and the Department in all aspects, except where abridged by an express provision of this Agreement.

Section B -

Except as limited by an express provision of this Agreement, and in addition to the rights set forth in State law and the City Charter, the City shall have the right:

- 1) To determine the budget of the City and the Department, including all financial obligations and expenditures and to exercise its taxing authority;
- 2) To determine the ways and means to allocate funds to its various departments and projects;
- 3) To establish methods and procedures for fulfilling its mission;
- 4) To determine how and when to deploy its personnel;
- 5) To establish, suspend, relocate, or discontinue operations, facilities, stations, and services and to furlough and reduce personnel;
- 6) To adopt reasonable rules, regulations and General Orders pertaining to the Department's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of this Agreement, provided that during negotiations for a collective bargaining agreement, the Union and the City shall have the right to discuss and agree upon rules, regulations, and General Orders.
- 7) To determine the way personnel will be used to effectuate the mission to ensure the public safety;
- 8) To determine staffing, including, but not limited to, the use of full and part-time police officers, police officer candidates and the number of such staff;

- 9) To suspend, demote, discharge or take disciplinary action against Employees with just cause and subject to the provisions of the Law Enforcement Officers' Bill of Rights or any amendment or successor thereto;
- 10) To discharge Employees it reasonably believes to be involved in a strike consistent with the provisions of the Law Enforcement Officer's Bill of Rights or any amendment or successor thereto;
- 11) To determine the qualifications of Employees for appointment, promotion, step increases and to set the standards of performance, appearance and conduct.

The above rights are not wholly inclusive, and shall not be diminished or eliminated by the City's failure to exercise them or by the passage of time between the exercise of such rights. The City may exercise these rights in any way not in conflict with the obligations of this Agreement.

ARTICLE V - WORK SCHEDULES

Section A - Right to Change

Except as otherwise provided in this Article, the City shall have the right to set and change the Pay and Work Period, Shifts, Hours of Shifts, Schedule and Unit/Squad Assignments of Employees subject to the provisions of this Article. Except as otherwise provided in this Article, the City shall post or otherwise make its designation of Pay Period, Work Period, Shifts, Hours of Shifts, Schedule and Unit Assignments available to the Employees and the Union President.

Section B - Notice of Permanent Change.

Unless otherwise provided in this Article, the City shall give an Employee and the Union ten days advance written notice of a permanent change in the Employee's Pay Period, Work Period, Shift, Hours of Shift, Schedule and Unit Assignment, except that this ten day notice may be waived by mutual agreement of the Employee and the Chief, with written notice to the President of the Union. The City shall not be required to give advance notice of a permanent change in the terms identified in this Sub —section as a result of the lack of notice in the event of natural disasters, acts of God, civil emergencies, or homeland security events as determined by the Chief of Police.

As used herein, a "permanent" change shall be 30 consecutive days or longer.

Section C - Pay and Work Period.

Subject to Sections A and B of this Article, the Pay and Work Period for Employees shall be a bi-weekly 80 hour period.

Section D - Patrol Schedule

Subject to Sections A and B of this Article the schedule for Employees assigned to Patrol shall be the 12/8 hour rotating shift plan with short day. The City shall notify the Union President in writing 30 days in advance of any change from the 12/8 hour rotating shift, and the Union shall have the right to meet with the City on a timely basis to discuss the change prior to implementation.

Section E - Other Employees

All other Employees shall work a schedule that is determined by the Chief. The City shall notify the Union President in writing 30 days in advance of any change to schedule of non-patrol

employees that will last longer than 28 days, and provide the Union with the right to meet with the City to discuss the change. However, this does not obligate the City to bargain with the Union over changes to work schedules.

Section F - Temporary Assignments

The City shall have the right to change the Shift, Hours of Shift, Schedule and Unit Assignment of an Employee or detail an Employee to special assignment with 48 hours advance notice to the Employee. The City shall not be required to give advance notice of Temporary Assignment in the event of natural disasters, natural forces, civil emergencies, severe weather events, operational emergencies, staff shortages resulting from sick or injured Employees or homeland security events as determined by the Chief.

Section G - Shift Trading

An Employee who has a request for leave denied for a scheduled day of work may request to trade shifts with another Employee on a different shift in the same pay period, and such request shall not be unreasonably denied, provided the following requirements are met:

- 1) The Employee shall be responsible for identifying another qualified Employee who consents to the trade.
- 2) The request shall be made at least 48 hours prior to the start of the first shift affected by the trade to the Employee's Division Commander.
- 3) The trade shall not cause the City to incur overtime pay. The City may waive this requirement in its sole discretion.
- 4) The trade shall be approved by the Division Commander, and it shall not have any adverse effect on operations of the Department and there are no emergent situations requiring cancellation of leave for Employees in the requesting Employee's unit.

ARTICLE VI - PERMANENT TRANSFER OPPORTUNITIES

Section A

The City shall conduct an interview for all permanent transfer opportunities in the Bargaining Unit except those at the rank of Sergeant. After the interviews have been conducted, a list shall be created, ranking the Employees who interviewed. The list shall be valid for 1 year from the date of the interviews. The City shall send the list ranking Employees to the Union President once it has been completed.

The City shall have the right to select any of the top three on the list and its selection shall not be subject to challenge by the Union or any Employee.

ARTICLE VII - LAYOFFS AND FURLOUGHS

If the City determines that it will make furloughs or reductions in force from Employees covered by this Agreement, it shall first meet with the Union to discuss the effects of such decision. Seniority shall be used to determine the order of layoffs, except that the City has the right to retain Employees who have a necessary skill or who are serving a necessary assignment, regardless of the seniority of such employees.

As used herein, the term "seniority" shall mean from the first date employed as an Employee in the bargaining unit.

ARTICLE VIII - COMPENSATION

Section A - Wage Step Scale

- (1) The attached salary step scale with 15 steps with 3.2% increases in each step shall replace the current salary band pay process commencing July 1, 2019, and it shall be in effect during the term of this Agreement. All current Employees shall be placed at the current rank and step closest to but not below the current annual straight time salary as of June 30, 2019.

An Employee who is not at the maximum step for the Employee's rank shall advance a step on the bargaining unit member's anniversary date, provided that:

- a. The bargaining unit member has achieved a rating of proficient or above on the performance appraisal immediately preceding the anniversary date, and
- b. The bargaining unit member must not have had lost time (loss of pay) discipline within the 12 months preceding the member's anniversary date.
- c. Employees who receive any of the following promotions in rank under attached Step Scale shall moved laterally on the effective date of the promotion to the scale at the rank of promotion at the same step as the officer held at the prior rank.

From Police Officer to Police Officer First Class

From Police Officer First Class to Master Police Officer

From Master Police Officer to Corporal

From Corporal to Sergeant

Section B - Acting Pay

When the Department assigns/details an Employee to the duties of a higher rank in an acting capacity for one calendar week of work performing such duties (excluding scheduled days off, approved holidays, and approved emergency annual leave, the Employee shall receive the rate of pay equal to the rate the Employee would otherwise receive upon promotion to that rank, retroactive to the first (1st) day of the assignment in such acting capacity. The City shall continue to pay the Employee at that rate until the Department reassigns/details the Employee from acting capacity.

Section C - Deferred Compensation

The City shall continue to make available to all Employees the right to participate in the City's 457 Deferred Compensation Plan on the same basis as the other City employees who participate in that Plan in accordance with the Plan documents in effect from time to time during the term of this Agreement. Nothing in this Agreement shall restrict the right of the City to change the Plan

documents, features, administrator, eligibility provisions, sponsors, investment advisors, investment offerings and plan rules.

Section D - Annual Cost of Living

After the Employees have been placed in the above salary scale, the following Cost of Living Adjustments shall apply during the term of this Agreement:

- | | | |
|----|-----------------------|----|
| a. | Year 1 – July 1, 2019 | 2% |
| b. | Year 2 – July 1, 2020 | 2% |
| c. | Year 3 – July 1, 2021 | 2% |
| d. | Year 4 – July 1, 2022 | 2% |
| e. | Year 5 – July 1, 2023 | 2% |

Section E - Overtime

- (1) The City shall continue its current practice of computing and paying overtime for the duration of this Agreement
- (2) Overtime at one and one-half (1 1/2) times the Employee's base rate of pay (based on his annual salary divided by 2080 hours).
- (3) For purposes of computing eligibility for and the amount of overtime the following paid leave days (holidays, annual and personal) shall be treated as time worked in the pay period in which the paid leave day is taken.
- (4) If an employee works on a Sunday that is not the Employee's regularly scheduled working Sunday, the Employee shall be paid Sunday Pay at a rate of 2 times the Employee's base rate of pay for hours worked in the 24 hour period beginning at midnight Sunday. Sunday Pay shall not include carry over time from Saturday to Sunday or Sunday to Monday.

Section F - Compensatory Time:

- (1) Employees have the option to receive overtime compensation in the form of compensatory time off with pay at the rate of time - and - one half (1 1/2) the amount of time worked in an overtime status in lieu of paid overtime.
- (2) The option to earn compensatory time in lieu of paid overtime will be exercised by completing the "compensatory time" portion overtime slip at the time the overtime slip is submitted.
- (3) An Employee may accrue at any given time up to a total of 480 hours of unused compensatory time, and carry over this amount from one year to another. All overtime in excess of 480 hours accrued shall be paid overtime in the pay period worked.
- (4) Scheduling of the use of compensatory time shall be undertaken pursuant to the policies and procedures of the Department that are in effect from time to time during the term of this Agreement.

- (5) Upon termination of employment for any reason, any unused accrued compensatory time will be paid out at the Employee's regular hourly rate of pay.

Section G - On Call Pay

Employees who are placed in an on call status shall be compensated at the rate of (1) hour of compensatory time per day, for each day the Employee is actually on call.

Section H - Call in Pay

Employees called into work outside of their regular shifts shall receive a minimum of three hours pay at time and one half (premium pay). Pay shall start immediately upon the Employee's acknowledgment of the call in to the Department.

Section I - Court Time

- (1) When an Employee is required to attend work-related court or a work-related MVA hearing, or is summoned to give a work-related deposition during his/her non-scheduled working hours, compensation will be at a minimum of three hours at the overtime rate.
- (2) When an Employee is required to meet with the State's Attorney or an Assistant State's Attorney or the U.S. Attorney or an Assistant U.S. Attorney outside of his or her work hours, and such meeting has been pre-approved by the Chief of Police or his/her designee, the Employee shall be compensated for a minimum of three (3) hours at the overtime rate. In the event that this court preparation minimum time overlaps with a scheduled court time, only one minimum will apply.

Section J - Field Training Officer Compensation

Employees who are assigned a recruit and/or lateral officer and perform Field Training of such recruit and/or lateral officer shall receive two (2) hours of compensatory time for each full shift of training provided, not to exceed eight (8) hours per pay period.

Section K - Clothing and Uniform Allowance, Issue and Authorized Wear

The City will provide a clothing allowance in the amount of two thousand dollars (\$2,000.00) to be paid annually for full-time Employees Any changes made by the City to issued uniforms and equipment described or listed in General Order 4-24 (in effect -7-4-11) shall be made pursuant to the process set forth in reference to Article IX, Section A.

Section L - Specialty Pay

- (1) Employees who are assigned to the following additional job responsibilities will be entitled to specialty pay at the following rate:

*\$500 annually to Employees who test as fluent in language(s) designated by the Chief of Police.**

* The criteria for fluency and frequency of required qualification as determined by the Chief of Police will be predicated on a state, regional or national evaluation instrument or standard developed by an institution of higher education. The testing period shall be no less frequent than twice per calendar year, and the annual

payment shall be made on the next pay date after July 1. To be eligible for an annual payment, Employees must be employed by the City on and have satisfied the criteria for fluency/ requalification within the twelve month period preceding June 30.

- (2) \$500 annually to Employees who are appointed to the Honor Guard Unit .
- (3) The Chief at his/her discretion may create additional Specialty Pay categories at five hundred dollars (\$500) per category, subject to budgetary authority and approval.

Section M - Holidays and Personal Days.

- (1) Except as provided herein, the City shall continue its current practice with respect to the number and specific designation of holidays and the computation and payment of Supplemental and Personal Paid days for the duration of this Agreement.
- (2) The City shall pay Holiday pay at three (3) times the Employee's base salary rate (Holiday Premium) for all hours worked during the Employee's regularly scheduled shift if the Employee works one-half of the scheduled shift hours on either the declared Holiday or the Actual Holiday but not both. If the Employee works less than half of the shift the City shall pay the employee one half of the hours worked on the declared Holiday or the Actual Holiday, but not both paid at the holiday rate.

The following is an example intended by the Parties to clarify this subsection. If an Employee works on the actual holiday, but not the declared holiday, the City will pay the Employee Holiday Premium for hours worked on the actual holiday and no pay for the observed Holiday. This practice shall be followed if the Employee works on the observed day but not the actual Holiday. If an Employee works on both the observed Holiday and the actual Holiday, the City will pay Holiday Premium pay only for hours worked on whichever occurs first as between the actual or observed Holidays.

- (3) Employees may carry over up to eighty (80) hours of Supplemental or Personal leave per year; any such accrued, unused leave that exceeds the eighty (80) hour carry-over limit shall be forfeited. Hours of leave carried over pursuant to this provision shall not be paid out at termination of employment or retirement.
- (4) Emergency Ordinance 0-6-09 shall continue to apply to all Employees for the duration of this Agreement. In the event the City Council modifies or eliminates Emergency Ordinance 0-6-09 during the term of this Agreement, the City and Union, at either Party's request, shall engage in good-faith effects bargaining over such modification or elimination.

Section N - Shift Differential

Employees shall receive a shift differential of \$1.25 per hour for all hours worked on the Employee's scheduled patrol shift if the majority (more than 4) of those hours are worked between 11:00 pm and 7:00 am. This differential applies only to Employees assigned to and actually working on patrol.

Section O – K-9 Compensation

The City shall pay an Employee who houses and cares for a K-9 animal at the regular straight time rate for that Employee for 30 minutes each day, and this time shall be considered as time worked for overtime purposes.

ARTICLE IX - GENERAL ORDERS

Section A - General Order Revisions

At least one (1) week prior to the implementation of any change in, addition to or deletion from written formal procedures or General Orders, (collectively "GO Revisions") the Department shall transmit a draft of proposed changes to the Union's President through the Department's document management system. The Union shall have the right to provide written comments on and suggested revisions to such GO Revisions to the Chief on a timely basis, prior to the implementation date. The City does not have any obligation to bargain with the Union concerning issuance of new GOs or GO Revisions or additions to, changes in or deletions from any other rules, directives or regulations except those which are specifically referred to in this Agreement by number. Nothing herein shall prohibit the Department from requesting comments on GO Revisions from Employees in the rank of Corporal and Sergeant or prevent such Employees from providing such comments. This Section shall apply to all GO Revisions, except for those GOs which are specifically referred to in this Article of the Agreement.

The General Orders in effect as of July 1, 2019 are attached to and made a part of this Agreement.

Section B - Secondary Employment

An Employee may work in secondary employment under the terms of G.O 333 effective date November 20 ,2018 subject to reasonable regulations established by the Chief of Police and pursuant to the Law Enforcement Officer's Bill of Rights ("LEOBR"). Such G.O shall remain in effect during the term of this Agreement.

Section C - Promotional Process

The City shall observe the promotional process contained in G.O. 319 with an effective date of November 30, 2017 during the term of this Agreement for promotions within the Bargaining Unit.

Section D - Take Home Vehicle

General Order 304 Take Home Cruiser Program with an effective date of July 6, 2015_ shall be in effect during the term of this Agreement, except that the range of vehicle use shall be 30 air miles from the Bowie Police Headquarters and Officers on call shall have unrestricted use of their take home vehicles.

ARTICLE X - LEAVE

Section A - Worker's Compensation Leave

- 1) In the event that the evaluations of the City approved medical provider and the Employee's physician are conflicting, an independent evaluation may be requested by the City. The physician conducting the independent evaluation will be selected

by the City. The cost of the independent medical evaluation shall be paid by the City.

Section B - Continuation of Other Benefits

- 1) Use of Accrued Leave - If the Employee's Workers' Compensation payments are not paid or are suspended for any reason, the Employee may elect to use available accrued leave with the approval of his/her Division Commander, as long as the usual requirements for such leave are met.
- 2) Light Duty - The provisions of General Order 330 with an effective date of August 15, 2017 shall be in effect for the duration of this Agreement and shall govern the availability, eligibility for and all other aspects of for the assignment of temporary light duty positions to Employees. If the Department does not provide modified duty in the Department during the time it is medically necessary, the Employee shall be obligated to accept an alternative modified position outside the Department.
- 3) Medical Appointments - Administrative Leave shall be granted to an Employee for time spent being examined by a physician or other examiner at the request of the City or its insurer.

Section C - Jury Leave

When required to report for jury duty, an Employee will receive full pay for the days upon which the Employee is required to report or serve.

- 1) Authorization - Immediately upon receipt of a notice, an Employee must provide his/her immediate supervisor with a copy of the notice.
- 2) Limitations - If not required to serve as a juror on a particular day, the Employee must immediately contact his/her supervisor to determine when next to report for work.
- 3) Any payment received as a juror may be retained in addition to regular salary.

Section D - Bereavement Leave

The Chief shall grant an Employee bereavement leave for a maximum of three (3) consecutive work days following the death of a member of the immediate family as defined in City Code as of the date of this Agreement for the duration of this Agreement.

Section E - Leave for Negotiations

Up to two (2) members of FOP Lodge 140, selected by the FOP, will be granted leave with pay, not to exceed four (4) hours per day, for the purpose of meeting with the City to negotiate a collective bargaining agreement for attendance at those bargaining sessions conducted during their regularly scheduled working hours. Such leave may include internal caucus time before and after each session on the day of such session for meetings among the Union's bargaining representatives.

Section F - Election Day Leave

At the discretion of the Employee's immediate supervisor, administrative leave up to three (3) hours may be granted to any Employee for the purpose of voting in any United States presidential election.

Section G - Annual Vacation Leave

The City shall continue its current practice and policy with respect to the amount of and process of granting annual leave for Employees for the duration of this Agreement, Provided However that One-half (1/2) of the Employee's annual vacation leave will be credited to the Employee on January 1 of each year with the remainder accruing in equal credits throughout that following year.

Lateral hires on or after July 1 of the year will have a pro rata amount of leave credited according to the date of hire in that vacation year up to December 31. For example, a lateral hired on August 1, receives 5/6ths of the 1/2 annual vacation credited as of hire date. An employee hired on December 31 receives no advanced accrual.

Section H - Military Leave

In addition to applicable existing policy pertaining to annual training of military reservists, the City agrees that in the event of a call to duty or deployment beyond two weeks duration, that in such event the City shall continue to pay to the deployed Employee the difference between the gross pay received from the United States Government and the Employee's regular base salary through the City for such periods of deployment not to exceed one (1) full year or 365 combined days in any three (3) calendar years commencing with the first call to duty or deployment.

Section I - Donated Leave

Sworn police employees will be eligible to donate up to 40 hours (5 days) of vacation leave to another sworn police employee per year for qualified personal unforeseen catastrophic medical illnesses/injuries of that employee. Such qualification shall be determined by the City's Human Resource Director.

Section J - Union Leave Bank

The City shall provide a leave bank consisting of 100 hours per year to be used by members of the Union to attend scheduled conferences, seminars, Board and Committee meetings, and conventions. Each use shall be requested at least 10 days in advance by the President of the lodge in writing, specifying the Employee or Employees using such leave, the hours requested, and the purpose for the leave. The request shall be granted, subject to the needs of the Department.

ARTICLE XI - INSURANCE

Section A - Group Health, Dental and Prescription Drug Insurance

The City shall continue its current practices and procedures with respect to determining and providing Group Health Dental, Prescription Drug and Vision Insurance Plan, including the premiums payable by Employees for coverage for themselves and other eligible persons.

As provided by City policy at the time of this Agreement, the City agrees that for the duration of this Agreement an Employee who retires with 25 years of service in the bargaining unit with the

Bowie Police Department or retires at age 55 or greater with at least 10 years of service in the bargaining unit with the Bowie Police Department can receive health benefits (including prescriptions) The retiree will pay 50% of the cost of premiums and the City will pay 50%. The Employee's spouse is also eligible for this coverage.

Once a retired Employee is eligible for Medicare, this benefit will terminate. At that time, Medicare will become the person's primary carrier and the retiree can buy any other supplemental insurance he/she may choose. The spouse can continue under COBRA, although the Employee and City acknowledge that in such event the City's 50% contribution terminates.

In addition to setting and determining the Group Health, Dental, Prescription Drug and Vision insurance benefits and plan, the City shall have the right in its sole discretion to make such changes in the plan of insurance or insurance provider or to cease providing some or all or part of coverage for such benefits through its current insurance providers and to participate in an state sponsored or other insurance exchanges or to sponsor or utilize any other means of providing some or all of health, medical, prescription drug or vision benefits to Employees as a result of the enforcement or applicability of the Patient Protection and Affordable Care Act or any other federal or state health care law or regulation or changes thereto, or in the event that the City is required to participate in such exchange or other means of providing such benefits.

In the event that the City determines or is required to make such changes, it shall provide the Union with thirty (30) days advance written notice of the changes and an opportunity to comment on such changes.

Section B - Life Insurance

The City shall provide, at no cost to the Employee, Basic Group Life Insurance coverage in an amount equal to fifty thousand dollars (\$50,000) in coverage.

The City shall provide additional Group Life Insurance coverage to the Employee, at the Employee's expense, to the same extent and the same cost as the City provides to all other City Employees.

Section C - Line of Duty Disability Retirement Medical Insurance

The City shall provide retiree medical insurance to Employees who have commenced receiving line of duty disability retirement benefits from LEOPS. Levels shall be on the same basis in which the Employee participated as an officer, costs shall be the same as offered to Active Employees.

ARTICLE XII - REFERRAL SERVICES

The City has adopted a City-wide Employee Assistance Program; the City shall provide 1 session of free, confidential counseling, assessment and referral services to full-time employees and eligible family members through the EAP. EAP services also provide assessment and referral for counseling and treatment of alcoholism. Alcoholism will be recognized and treated as a disease. Employees suffering from alcoholism will be afforded the opportunity for counseling and rehabilitation through this City program. Alcohol related Employee infractions may be subject to disciplinary action whether or not the Employee participates in the Employee Assistance Program. The City shall maintain confidentiality with respect to all Employees who make use of the

program. Employees may be referred for assistance by the City or may request the City to refer them for such services.

ARTICLE XIII - DEATH BENEFITS

- (1) In the event of the death of an Employee, the City will continue its present policy of paying to the appropriate beneficiary, in accordance with the law, all unused compensatory time, accumulated annual leave and all accrued wages due.
- (2) In the event of the death of an Employee in the line of duty, the City shall pay to the Employee's designated beneficiary, a lump sum payment of fifty thousand dollars (\$50,000) in addition to any other benefits payable as a result of the death of the Employee. The Chief of Police shall determine in its discretion whether the death was in the line of duty. This payment is not wages and it shall be paid within thirty (30) days of death.

ARTICLE XIV - TUITION ASSISTANCE

The City shall provide all Employees with Educational Assistance Benefits as set forth in Section 5 of the City Handbook as of the date of this Agreement for the duration of this Agreement.

ARTICLE XV - GRIEVANCE

Section A - Definition of Grievance

As used herein the term "grievance" shall mean any dispute between the Union and the City concerning any term in this Agreement and any claimed violation of any term in this Agreement, including any claim of discharge, suspension or demotion but excluding disciplinary matters which are governed by the Maryland State Law Enforcement Officers Bill of Rights.

The specific grievance steps are set forth in a side letter dated July 5, 2013, consisting of three (3) pages, as between the City and FOP, with said side letter made a part of this Agreement as "Attachment B"

ARTICLE XVI - L.E.O.B.R. DISCIPLINARY PROCEDURES

Section A - Administrative Discovery

- 1) Any Employee charged with one or more offenses for which discipline, including termination, may occur shall be entitled to receive the complete investigatory file as defined in the LEOBR, Public Safety Article, Sections 3-101 thru 3-113 at least 30 days in advance of any administrative hearing board.
- 2) As part of the discovery required in (a) above, the City will provide copies of all statements that have already been transcribed and will furnish to the Employee copies of all audio recordings of any interview(s), regardless of whether such interview(s) was/were transcribed.

Section B - Composition of Administrative Hearing Boards

Consistent with and subject to the provisions of the Law Enforcement Officers Bill of Rights (LEOBR), Public Safety Article, § 3-107(c) (4), the following shall apply to charges against Employees covered by LEOBR:

- 1) In any case where administrative charges are brought against an Employee for minor violations of Department rules or regulations, and each charge or charges together carry a proposed penalty not to exceed a suspension of 3 days without pay or a fine of \$150.00 and the facts are not in dispute, then such Employee may elect to have the proposed penalty reviewed by a one member hearing board officer selected by the Chief of Police and from another law enforcement agency within the State of Maryland.
- 2) All administrative charges outside the scope of (a) above shall be heard by a three (3) member administrative hearing board chosen by the Chief of Police from other law enforcement agencies within the State of Maryland consistent with the requirements of LEOBR § 3-107(c) (1).

ARTICLE XVII - PERSONNEL FILES

Section A - Employee Access

The City shall permit inspection and copying of an Employee's personnel file as provided by law. All personnel records shall be treated as confidential information. Employees with or without Union representation shall have access to their individual personnel files by prior appointment with Personnel. The Union shall not have any right to review the contents of an Employee's personnel file without the written consent of the Employee.

All items contained in such file shall be available for review and copying with the exception of outside confidential references relating to original employment or promotion.

Section B - Employee Access

Employees shall have the right to respond in writing to any information contained in their personnel file, which will be kept in said file.

ARTICLE XVIII - CITY OF BOWIE POLICE/LEOPS

The City shall participate in the Maryland State Retirement Law Enforcement Officers Pension Systems (LEOPS) under the same terms as it does currently, subject to changes in LEOPS by state law and regulation. All Employees shall participate in LEOPS and the City and the Employees shall make contributions to LEOPS in accordance with state law and the rules and regulations established by the Board of Trustees of the Maryland State Retirement and Pension Systems.

ARTICLE XIX - NO STRIKE OR LOCKOUT CLAUSE

During the term of this Memorandum the Union and Employees shall not engage in, initiate, sponsor, support, or direct a strike or secondary boycott or directly or indirectly picket the City or any of its property in furtherance of a strike. The City shall not lockout the Employees during the terms of this Agreement

ARTICLE XX - SAVINGS CLAUSE

Any Article or Section of this Agreement found to be in conflict with the City of Bowie Charter or with any law, ordinance, statute, City or government regulation or declared invalid by decree of a court of competent jurisdiction, will be void ab initio and the parties will enter into negotiations

for a substitute provision. All other Articles and Sections of this Agreement will remain in full force and effect for the duration of the Agreement.

ARTICLE XXI - MISCELLANEOUS

Section A - Designees

As used herein the terms Chief and President of the Union shall include individuals identified by them to the other Party to be their designees for all purposes for which the designation is made.

Section B - Supervisory Responsibilities of Corporals and Sergeants

The Parties recognize and agree that Employees at the rank of Corporal and Sergeant regularly exercise certain assignment, supervisory and evaluation authority over and other duties in connection with the work of Employees in lower ranks. Nothing in this Agreement shall restrict or limit those duties and authorities as they have been assigned and performed historically prior to the commencement of this Agreement.

The Union and Employees shall not commence any internal charge or take any internal disciplinary or other adverse action affecting the membership of a Corporal or Sergeant in retaliation for the exercise of duties identified in this Article.

Section C - Notices

Unless otherwise specified, all notices and correspondence required by this Agreement shall be sent by Departmental mail deposited in the Departmental Mail box of the recipient and via email. The Parties may mutually agree in writing to waive this form of notice requirement in any individual situation. Each Party shall provide the other Party with email addresses and timely updates in the event of changes in names and addresses of its officials who are required to send or receive notices under this Agreement.

ARTICLE XXII - DURATION AND FINALITY OF AGREEMENT

Section A

This Agreement shall become effective as of July 1, 2019, and remain in full force and effect June 30, 2024. Any Party desiring to negotiate a new agreement shall give notice to the other Party no later than November 30 of the year preceding the date of termination. A notice by one Party shall satisfy the requirement for both Parties.

Section B

This Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties through their duly authorized representatives.

Section C

Provided that there is timely notice of intent to negotiate a new agreement under this Article, the Parties shall commence negotiations for a successor agreement on reasonable days and times in January of the year that the Agreement expires.

Section D – Reopener

Either Party shall have the right to reopen the CBA on January 1, 2022 for the purposes of negotiating non-economic changes to Article V - Schedules and those non-economic General Orders which are specifically identified as incorporated in to the CBA, excluding the Take Home Car GO.

[All signatures are on the following page 23]

FOR THE CITY OF BOWIE:

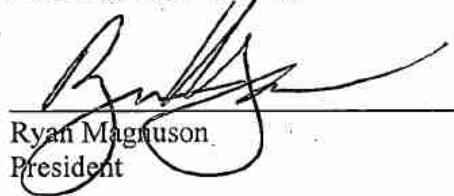


Al Lott
City Manager



Steven Haley
Human Resources Director


FOR FOP LODGE 140:



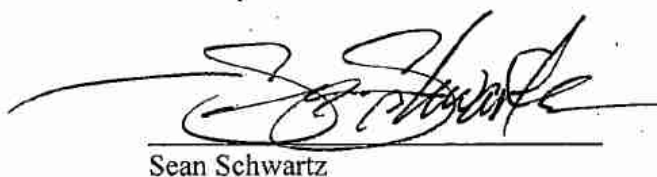
Ryan Magnuson
President



Mark Polk



Timothy Welsh



Sean Schwartz

CURRENT SALARY NO COLA

	PO	PFC	MPO	CPL	SGT
1	\$ 53,456.00	\$ 61,087.00	\$ 65,302.00	\$ 69,807.00	\$ 74,624.00
2	\$ 55,166.59	\$ 63,041.78	\$ 67,391.66	\$ 72,040.82	\$ 77,011.97
3	\$ 56,931.92	\$ 65,059.12	\$ 69,548.20	\$ 74,346.13	\$ 79,476.35
4	\$ 58,753.74	\$ 67,141.01	\$ 71,773.74	\$ 76,725.21	\$ 82,019.59
5	\$ 60,633.86	\$ 69,289.53	\$ 74,070.50	\$ 79,180.41	\$ 84,644.22
6	\$ 62,574.15	\$ 71,506.79	\$ 76,440.76	\$ 81,714.19	\$ 87,352.84
7	\$ 64,576.52	\$ 73,795.01	\$ 78,886.86	\$ 84,329.04	\$ 90,148.13
8	\$ 66,642.97	\$ 76,156.45	\$ 81,411.24	\$ 87,027.57	\$ 93,032.87
9	\$ 68,775.54	\$ 78,593.45	\$ 84,016.40	\$ 89,812.45	\$ 96,009.92
10	\$ 70,976.36	\$ 81,108.44	\$ 86,704.92	\$ 92,686.45	\$ 99,082.24
11	\$ 73,247.61	\$ 83,703.91	\$ 89,479.48	\$ 95,652.42	\$102,252.87
12	\$ 75,591.53	\$ 86,382.44	\$ 92,342.82	\$ 98,713.29	\$105,524.96
13	\$ 78,010.46	\$ 89,146.68	\$ 95,297.79	\$101,872.12	\$108,901.76
14	\$ 80,506.79	\$ 91,999.37	\$ 98,347.32	\$105,132.03	\$112,386.61
15	\$ 83,083.01	\$ 94,943.35	\$101,494.44	\$108,496.25	\$115,982.99

Salary as of July 1, 2019

	PO	PFC	MPO	CPL	SGT
1	\$ 54,525.12	\$ 62,308.74	\$ 66,608.04	\$ 71,203.14	\$ 76,116.48
2	\$ 56,269.92	\$ 64,302.62	\$ 68,739.50	\$ 73,481.64	\$ 78,552.21
3	\$ 58,070.56	\$ 66,360.30	\$ 70,939.16	\$ 75,833.05	\$ 81,065.88
4	\$ 59,928.82	\$ 68,483.83	\$ 73,209.21	\$ 78,259.71	\$ 83,659.99
5	\$ 61,846.54	\$ 70,675.32	\$ 75,551.91	\$ 80,764.02	\$ 86,337.11
6	\$ 63,825.63	\$ 72,936.93	\$ 77,969.57	\$ 83,348.47	\$ 89,099.89
7	\$ 65,868.05	\$ 75,270.91	\$ 80,464.60	\$ 86,015.62	\$ 91,951.09
8	\$ 67,975.83	\$ 77,679.58	\$ 83,039.46	\$ 88,768.12	\$ 94,893.52
9	\$ 70,151.06	\$ 80,165.32	\$ 85,696.73	\$ 91,608.70	\$ 97,930.12
10	\$ 72,395.89	\$ 82,730.61	\$ 88,439.02	\$ 94,540.18	\$ 101,063.88
11	\$ 74,712.56	\$ 85,377.99	\$ 91,269.07	\$ 97,565.47	\$ 104,297.93
12	\$ 77,103.36	\$ 88,110.09	\$ 94,189.68	\$ 100,687.56	\$ 107,635.46
13	\$ 79,570.67	\$ 90,929.61	\$ 97,203.75	\$ 103,909.56	\$ 111,079.79
14	\$ 82,116.93	\$ 93,839.36	\$ 100,314.27	\$ 107,234.67	\$ 114,634.35
15	\$ 84,744.67	\$ 96,842.22	\$ 103,524.33	\$ 110,666.18	\$ 118,302.65

Salary as of July 1, 2020

	PO	PFC	MPO	CPL	SGT
1	\$ 55,615.62	\$ 63,554.91	\$ 67,940.20	\$ 72,627.20	\$ 77,638.81
2	\$ 57,395.32	\$ 65,588.67	\$ 70,114.29	\$ 74,951.27	\$ 80,123.25
3	\$ 59,231.97	\$ 67,687.51	\$ 72,357.94	\$ 77,349.71	\$ 82,687.20
4	\$ 61,127.40	\$ 69,853.51	\$ 74,673.40	\$ 79,824.90	\$ 85,333.19
5	\$ 63,083.47	\$ 72,088.82	\$ 77,062.95	\$ 82,379.30	\$ 88,063.85
6	\$ 65,102.14	\$ 74,395.66	\$ 79,528.96	\$ 85,015.44	\$ 90,881.89
7	\$ 67,185.41	\$ 76,776.33	\$ 82,073.89	\$ 87,735.93	\$ 93,790.11
8	\$ 69,335.35	\$ 79,233.17	\$ 84,700.25	\$ 90,543.48	\$ 96,791.39
9	\$ 71,554.08	\$ 81,768.63	\$ 87,410.66	\$ 93,440.87	\$ 99,888.72
10	\$ 73,843.81	\$ 84,385.23	\$ 90,207.80	\$ 96,430.98	\$ 103,085.16
11	\$ 76,206.81	\$ 87,085.55	\$ 93,094.45	\$ 99,516.77	\$ 106,383.88
12	\$ 78,645.43	\$ 89,872.29	\$ 96,073.47	\$ 102,701.31	\$ 109,788.17
13	\$ 81,162.08	\$ 92,748.20	\$ 99,147.83	\$ 105,987.75	\$ 113,301.39
14	\$ 83,759.27	\$ 95,716.15	\$ 102,320.56	\$ 109,379.36	\$ 116,927.03
15	\$ 86,439.56	\$ 98,779.06	\$ 105,594.81	\$ 112,879.50	\$ 120,668.70

Salary as of July 1, 2021

	PO	PFC	MPO	CPL	SGT
1	\$ 56,727.93	\$ 64,826.01	\$ 69,299.00	\$ 74,079.75	\$ 79,191.59
2	\$ 58,543.23	\$ 66,900.45	\$ 71,516.57	\$ 76,450.30	\$ 81,725.72
3	\$ 60,416.61	\$ 69,041.26	\$ 73,805.10	\$ 78,896.71	\$ 84,340.94
4	\$ 62,349.94	\$ 71,250.58	\$ 76,166.87	\$ 81,421.40	\$ 87,039.85
5	\$ 64,345.14	\$ 73,530.60	\$ 78,604.21	\$ 84,026.89	\$ 89,825.12
6	\$ 66,404.19	\$ 75,883.58	\$ 81,119.54	\$ 86,715.75	\$ 92,699.53
7	\$ 68,529.12	\$ 78,311.85	\$ 83,715.37	\$ 89,490.65	\$ 95,665.91
8	\$ 70,722.05	\$ 80,817.83	\$ 86,394.26	\$ 92,354.35	\$ 98,727.22
9	\$ 72,985.16	\$ 83,404.00	\$ 89,158.87	\$ 95,309.69	\$ 101,886.49
10	\$ 75,320.68	\$ 86,072.93	\$ 92,011.96	\$ 98,359.60	\$ 105,146.86
11	\$ 77,730.94	\$ 88,827.26	\$ 94,956.34	\$ 101,507.11	\$ 108,511.56
12	\$ 80,218.34	\$ 91,669.74	\$ 97,994.94	\$ 104,755.34	\$ 111,983.93
13	\$ 82,785.32	\$ 94,603.17	\$ 101,130.78	\$ 108,107.51	\$ 115,567.42
14	\$ 85,434.45	\$ 97,630.47	\$ 104,366.97	\$ 111,566.95	\$ 119,265.57
15	\$ 88,168.35	\$100,754.64	\$ 107,706.71	\$ 115,137.09	\$ 123,082.07

Salary as of July 1, 2022

	PO	PFC	MPO	CPL	SGT
1	\$ 57,862.49	\$ 66,122.53	\$ 70,684.98	\$ 75,561.34	\$ 80,775.42
2	\$ 59,714.09	\$ 68,238.45	\$ 72,946.90	\$ 77,979.30	\$ 83,360.23
3	\$ 61,624.94	\$ 70,422.08	\$ 75,281.21	\$ 80,474.64	\$ 86,027.76
4	\$ 63,596.94	\$ 72,675.59	\$ 77,690.20	\$ 83,049.83	\$ 88,780.65
5	\$ 65,632.04	\$ 75,001.21	\$ 80,176.29	\$ 85,707.43	\$ 91,621.63
6	\$ 67,732.27	\$ 77,401.25	\$ 82,741.93	\$ 88,450.06	\$ 94,553.52
7	\$ 69,899.70	\$ 79,878.09	\$ 85,389.67	\$ 91,280.47	\$ 97,579.23
8	\$ 72,136.49	\$ 82,434.19	\$ 88,122.14	\$ 94,201.44	\$ 100,701.77
9	\$ 74,444.86	\$ 85,072.08	\$ 90,942.05	\$ 97,215.89	\$ 103,924.22
10	\$ 76,827.10	\$ 87,794.39	\$ 93,852.20	\$ 100,326.79	\$ 107,249.80
11	\$ 79,285.56	\$ 90,603.81	\$ 96,855.47	\$ 103,537.25	\$ 110,681.79
12	\$ 81,822.70	\$ 93,503.13	\$ 99,954.84	\$ 106,850.44	\$ 114,223.61
13	\$ 84,441.03	\$ 96,495.23	\$ 103,153.40	\$ 110,269.66	\$ 117,878.77
14	\$ 87,143.14	\$ 99,583.08	\$ 106,454.31	\$ 113,798.29	\$ 121,650.89
15	\$ 89,931.72	\$102,769.74	\$ 109,860.84	\$ 117,439.83	\$ 125,543.71

Salary as of July 1, 2023

	PO	PFC	MPO	CPL	SGT
1	\$ 59,019.74	\$ 67,444.98	\$ 72,098.68	\$ 77,072.57	\$ 82,390.93
2	\$ 60,908.38	\$ 69,603.22	\$ 74,405.84	\$ 79,538.89	\$ 85,027.44
3	\$ 62,857.44	\$ 71,830.53	\$ 76,786.83	\$ 82,084.14	\$ 87,748.31
4	\$ 64,868.88	\$ 74,129.10	\$ 79,244.01	\$ 84,710.83	\$ 90,556.26
5	\$ 66,944.69	\$ 76,501.23	\$ 81,779.82	\$ 87,421.57	\$ 93,454.06
6	\$ 69,086.92	\$ 78,949.27	\$ 84,396.77	\$ 90,219.06	\$ 96,444.59
7	\$ 71,297.70	\$ 81,475.65	\$ 87,097.47	\$ 93,106.07	\$ 99,530.82
8	\$ 73,579.22	\$ 84,082.87	\$ 89,884.59	\$ 96,085.47	\$ 102,715.80
9	\$ 75,933.76	\$ 86,773.52	\$ 92,760.89	\$ 99,160.20	\$ 106,002.71
10	\$ 78,363.64	\$ 89,550.28	\$ 95,729.24	\$ 102,333.33	\$ 109,394.80
11	\$ 80,871.27	\$ 92,415.89	\$ 98,792.58	\$ 105,608.00	\$ 112,895.43
12	\$ 83,459.16	\$ 95,373.19	\$ 101,953.94	\$ 108,987.45	\$ 116,508.08
13	\$ 86,129.85	\$ 98,425.14	\$ 105,216.47	\$ 112,475.05	\$ 120,236.34
14	\$ 88,886.00	\$101,574.74	\$ 108,583.39	\$ 116,074.25	\$ 124,083.90
15	\$ 91,730.36	\$104,825.13	\$ 112,058.06	\$ 119,788.63	\$ 128,054.59