

# **Collective Bargaining Agreement**

Between

**Bend Firefighters Association  
Support Services Group  
IAFF Local 227**

and

**City of Bend**

EXPIRES: June 30, 2029

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## Article 1 – Recognition

1.1 Recognition. The City of Bend recognizes the Bend Fire Support Services group as a separate bargaining unit within the Firefighters Association IAFF Local 227. The City also recognizes the BFA Local 227 as the sole and exclusive bargaining agent for all employees in the newly recognized unit with respect to wages, hours, benefits, and mandatory conditions of employment for all employees included in the bargaining unit. The purpose of this Article is to recognize the right of the bargaining agent to represent City employees in the bargaining unit in negotiations with the City. Should new classifications be established in the Fire Department, the parties will meet to determine whether the classifications should be represented by Bend Fire Support Services Association (BFSS), and if so, to negotiate employment conditions for the new added classifications.

1.2 Bargaining Unit. Employees who are subject to the terms of this Agreement shall include employees whose job titles are included in the BFSS salary schedule within this Agreement whose positions are (1) Regular and limited-term full-time and (2) Regular and limited-term part-time including full-time or part-time limited term employees. Benefits, accruals and other conditions of employment for regular part-time BFSS members who work an average of 20 - 29 hours per week shall be pro-rated at 50% of the level provided to full time members and for part time BFSS members who work an average of 30 - 39 hours per week shall be pro-rated at 75% of the level provided to full time members.

### 1.3 Definitions.

- “Career employees” includes those regular employees in positions that do not include defined end dates.
- “Single-role EMTs” includes those regular employees in limited-term single-role positions assigned to work at least 20 hours per week.
- Limited-term includes employees with defined end dates not to exceed three years.

1.4 Bargaining Unit Exclusions. Management, confidential and supervisory personnel, employees represented by another bargaining unit, and any other mutually agreed upon classified employee are excluded. Temporary (employed for less than a year and less than 2080 hours), on-call, and part-time employees assigned to work less than 20 hours per week are excluded from the Association.

## Article 2 – Checkoff/Payroll Deductions

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

The City, when so authorized and directed in writing by the Secretary of the Association on the authorization form provided by the City, will deduct current Association dues, fees, costs, charges, and assessment from the wages of such employee. The aggregate deduction shall be remitted to the Association on a monthly basis.

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

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

2.3 Indemnification. The Association agrees to indemnify and hold harmless the City from any claims arising out of the provisions of this section.

## Article 3 – Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, veteran's status, medical condition, sexual orientation or gender identity, expunged juvenile record, genetics, political or union affiliation and/or other protected status unrelated to job performance. Each party shall share, within the limits of their responsibility, the application of this provision of the Agreement.

The City and Bend Fire Association agree not to discriminate against any employee for their activity or non-activity on behalf of, or membership in BFSS.

## Article 4 – Management Rights

The City retains all prerogatives, functions, and rights not specifically limited by the terms of the Agreement. However, nothing in this article should be construed as a waiver of the Association's right to bargain with the City during the life of this agreement. Should the City need to use the expedited bargaining process as required

by ORS 243.698, the City shall provide written notice to the Association's leadership of the proposed changes with adequate time to bargain over the issues. The City will fulfill its bargaining obligation to the Association before making or implementing decisions that involve mandatory subjects of bargaining and before implementing any changes that impact mandatory subjects of bargaining.

## Article 5 – City Security

Bend Fire Association, Support Services Unit, will not initiate, cause, participate, or join in any strike, slowdown, or other work stoppages except as authorized under the Public Employees Collective Bargaining Act (PECBA).

## Article 6 – Association Rights

6.1 Association Participation. Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee organization because of their exercise of these rights.

6.2 Association Representatives. The Association agrees that members of the Association selected to serve as official representatives will be certified in writing to the Human Resources Director.

6.3 Reasonable Paid Time for Association Activities. Designated Association representatives will be allowed to use reasonable paid time, without having to use accrued leaves, to engage in the following activities:

- a) Investigate and process grievances and other workplace-related complaints on behalf of the Association;
- b) Attend investigatory meetings and due process hearings involving represented employees;
- c) Participate in or prepare for proceedings under the Public Employee Collective Bargaining Act or that arise from a dispute involving a collective bargaining

agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;

- d) Attend labor-management meetings on behalf of the Association;
- e) Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees; and
- f) Testify in a legal proceeding under the grievance procedure or before the Employment Relations Board.

Employees will only be paid for such activities if they occur during the employees' regular scheduled shift or if the City insists that the Association representatives attend a meeting outside of their regular scheduled shifts.

When the Association has advanced knowledge of the need for paid time allowed above, and those activities may reasonably require scheduling relief due to the timing and length of the activities, the Association agrees that it will provide advanced notice and coordinate with the Fire Chief or designee to ensure that disruptions to the operations of the Department are minimized. The Association will meet with the Fire Chief on request to collaboratively address any concerns about the use of paid time under this Article.

6.4 Negotiations Team. Three Association representatives may prepare for and attend bargaining sessions with the City on paid time, without having to use accrued leaves. Employees will only be paid during their regularly scheduled hours. The dates, times and places for negotiation sessions shall be established by mutual agreement.

6.5 Bargaining Unit Information. The City will provide the Association with a list of all bargaining unit members at least every 120 days. In addition, the City will provide the Association with the names of all new hires within 10 days of hire. These lists of employees will include hire dates, contact information, and employment information set out in ORS 243.804(a) or its successor statute.

6.6 New Employee Orientation. Association representatives will be given 30 minutes during new employee orientation to meet with newly hired bargaining unit members. The City will provide the Association with at least two weeks' notice of orientation sessions where new bargaining unit members will be in attendance.

## Article 7 – Probationary Period

7.1 Initial Probation – Career Employees. All employees appointed to a career position shall serve the initial 12 months of employment on probationary status to determine their suitability for continued employment. The initial probationary period shall begin when an employee is appointed to an Association-represented position. The City may extend an employee's probation from 12 to 18 months for purposes of further assessing an employee's performance and will provide notice of the extension and areas of the employee needs to improve on in writing to the employee and Association.

7.2 Initial Probation – Single Role EMT Positions. All employees appointed to a Single Role EMT position shall serve the initial 12 months of employment on probationary status to determine their suitability for continued employment. The City may extend an employee's probation from 12 to 18 months for purposes of further assessing an employee's performance and will provide notice of the extension and areas of the employee needs to improve on in writing to the employee and Association. The initial probationary period shall begin when an employee is appointed to an Association-represented position; no credit will be provided for time spent working in an on-call position.

7.3 Promotional Probation. All promotions shall be subject to a 12-month probationary period. An employee who fails to successfully complete promotional probation shall be permitted to go back to the classification they held just prior to promotion.

7.4 Termination of Probation. The City may remove an employee at will within the probationary period if, in the opinion of the City, the employee is unable or unwilling to perform the duties in a satisfactory manner or that the employee's habits and dependability do not merit continuance as an employee. There shall be no grievance procedure for employees removed during the probationary period.

## Article 8 – Hours of Work

8.1 Fair Labor Standards Act (FLSA) Workweek. The regular workweek shall consist of seven (7) consecutive days. The workweek shall start at 0800 on Sunday and ends at 0759 on the following Sunday. The workweek shall include a minimum of two consecutive days off. Alternate workweeks may be established with mutual agreement between the parties.

8.2 Overtime. Overtime, paid at 1.5X the employee's average hourly rate, shall be paid any time an employee works in excess of forty (40) hours in the workweek. Overtime must be approved in advance by the Fire Chief or designee. Scheduled overtime is considered approved. Paid time off, with the exception of sick leave, shall be considered time worked for the purpose of overtime calculation.

8.3 Schedule Changes. Established regular work schedules will not be changed with less than one-week advance notice, except in the following circumstances:

- a) for the duration of an emergency; or
- b) to accommodate the operational need to coordinate work with an external agency; or
- c) notice is voluntarily waived in writing by the employee(s).

8.4 Shift Trades. Shift trades are permitted with chief or designee's approval based on an hour worked in the workweek cycle. Any employee requiring time away from work must utilize available paid leave accruals or request leave without pay.

8.5 Regular Work Schedules. The work shift for full-time employees shall consist of one of the following:

- a) Career Employees:
  - 1. An eight (8)-hour work period exclusive of authorized meal periods.
  - 2. A ten (10)-hour work period exclusive of authorized meal periods.
  - 3. A 9/80 schedule which consists of working eight days of nine hours, one day of eight hours, with the tenth day off (flex day) in a two-week period. The workweek for employees on a 9/80 schedule runs for seven days. The beginning of the work week is the midpoint of the first eight- hour day and runs for seven consecutive days ending at the midpoint of the seventh day.
- b) Single Role EMTs:
  - 1. A 24-hour work period including paid meal periods.
  - 2. A 12-hour work period including paid meal periods.
  - 3. Other schedules as agreed upon by the Association and Fire Department.

8.6 9/80 Schedule. The employee's schedule maintains regularly scheduled work hours of no more than 40 per workweek. The workweek begins at the midpoint of the eight-

hour day (noted as / in the above examples). Each workweek is scheduled for 40 regular hours.

Assignment of the 9/80 schedule is at the sole discretion of the City and must be voluntarily agreed to by the employee.

Employees authorized to work a 9/80 schedule must receive prior written approval to modify any part of their regular work schedule from the supervisor prior to working any modified hours.

Employees are responsible for designating which workweek hours are worked on the split work- weekday (e.g., the 4/4 day) on their timesheets.

Transition to and from a 9/80 schedule requires management consultation with Payroll to ensure accurate payment of wages. All employees on 9/80 schedules will receive a memorandum containing the terms of the schedule and will sign it indicating understanding of the terms.

8.7 Part-time Schedules. Part-time employees will have an established work schedule that may not correspond with the work schedules described above.

8.8 Meal Period. All career full-time employees' schedules shall provide for a thirty (30) or sixty (60) minute unpaid meal period as determined by the Fire Chief or designee. The work schedule for part-time employees working six consecutive hours or more per shift shall provide for a 30 or 60-minute unpaid meal period as determined by the division manager or designee.

Single role employees who work 12- or 24-hour schedules shall take a 30-minute paid meal period for every eight hours worked.

Each employee is expected to take the appropriate amount of time for each rest and meal period.

8.9 Rest Periods. All career full-time employees' work schedules shall provide for a twenty (20) minute rest period during each one-half (1/2) shift. Employees who are afforded a rest period, who by choice do not exercise that right, shall not be entitled to any form of compensation in lieu of the authorized rest period. Part-time employees who work less than an eight (8) hour work shift shall be provided with a 20-minute rest period during each four (4) hour work period.

Single role employees who work 12- or 24-hour schedules shall take a 10-minute rest period for every four hours worked.

## Article 9 – Wages

### 9.1 Cost of Living Adjustment.

Effective retroactively to July 1, 2025, Step 1 for the Single Role EMT classification shall be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), West Region, Size Class B/C, for April 2024 – April 2025, with a minimum of 2.0% and a maximum of 4.0%. Remaining steps will be adjusted to reflect a difference of 5% between each step.

Effective July 1, 2026, Step 1 for each classification listed in Appendix A shall be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), West Region, Size Class B/C, for April – April, with a minimum of 2.0% and a maximum of 4.0%. Remaining steps will be adjusted to reflect a difference of 5% between each step.

Effective July 1, 2027, Step 1 for each classification listed in Appendix A shall be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), West Region, Size Class B/C, for April – April, with a minimum of 2.0% and a maximum of 4.0%. Remaining steps will be adjusted to reflect a difference of 5% between each step.

Effective July 1, 2028, Step 1 for each classification listed in Appendix A shall be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), West Region, Size Class B/C, for April – April, with a minimum of 2.0% and a maximum of 4.0%. Remaining steps will be adjusted to reflect a difference of 5% between each step.

9.2 New Hire Salary Placement. Employees will normally be appointed at the first step of the range prescribed for their classification. Exceptions to the first step may be made by the Fire Chief in consultation with Human Resources pursuant to the City's compensation policies.

9.3 Step Increases. An employee's date of hire shall be their anniversary dates. The date can only be altered by approved leaves of absence without pay. A new employee is eligible for consideration for advancement to the next step of the salary range of their

classification at the beginning of the next pay period following completion of twelve (12) months of service. An employee on a documented performance improvement plan may be ineligible for a step increase.

Subsequent advancement through the salary schedule shall also be at the completion of each succeeding twelve (12) months of service until top step in the salary range has been reached.

9.4 Language Premium Pay Incentive. Association members who meet the requirements of the City’s Language Access Policy and demonstrate proficiency in another language is required by the City will receive an additional \$175 per pay period, prorated for part-time employees.

9.5 HRA/VEBA. For career employees only, in lieu of salary, \$50 per pay period shall be paid for each employee into the HRA/VEBA.

9.6 Field Training Officer Incentive. An employee who is assigned to perform the duties of FTO shall be paid an additional ten percent (10%) of base pay for all time worked in the capacity of FTO. Only FTO assignments authorized by the Fire Chief or designee shall be eligible for FTO pay.

## Article 10 – Holidays (Career Employees Only)

For career employees, the following shall be recognized and observed as paid holidays:

New Year’s Day	Martin Luther King Day
President’s Day	Memorial Day
Juneteenth	Labor Day
Fourth of July	Thanksgiving Day
Veteran’s Day	Christmas Day
Friday after Thanksgiving	One Floating Holiday
4 hours of “Eve” leave on either Christmas Eve or New Year’s Eve	

Holidays are normally observed on the designated day, the Friday proceeding, or the Monday following, in accordance with City of Bend Personnel Policy. Employees working on a designated holiday shall be eligible for time and one-half the regular rate of pay for the number of hours worked or compensatory time off in lieu of pay for the number of hours worked in addition to eight (8) hours of holiday pay.

## Article 11 – Vacation (Career Employees Only)

11.1 Vacation Accrual (career employees only). New employees who have completed six months of service will be credited with vacation leave earned during the first six months. Part-time employees working less than 1.0 FTE will accrue vacation at a pro-rated rate. Thereafter, vacation leave will accrue monthly per the table below.

Years of Service	Months of Service	Hours per Year
0-2	0-24	96
2-5	25-60	120
5-10	61-120	144
10-15	121-180	160
15+	181+	200

11.2 Accrual Limits. The maximum accrual limit is 360 hours; any excess hours will be forfeited on a pay-period basis unless the City denies an employee’s request to utilize the leave. If the leave request was reasonable and consistent with established procedures for taking vacation, and the City denies the request to use leave, the vacation leave exceeding the accrual limit will be cashed out and paid in the employee’s next paycheck.

11.3 Vacation Payout. Upon separation, a maximum of two hundred forty (240) hours of vacation will be converted to pay; and excess hours will be forfeited. An employee who terminates for any reason during their probationary period shall not be entitled to cash compensation in lieu of vacation leave.

11.4 Leave without Pay. Vacation leave shall not be earned during any full pay period in which an employee is off work due to unprotected leave without pay or long-term disability.

11.5 Vacation Buy Back. Employees who have at least 15 years of service with the City may participate in vacation buy back and cash out up to 80 hours of accrued vacation. To be eligible, employees must have used and/or have approved time off requests totaling at least 40 hours of vacation during the prior calendar year and have at least 80 hours of vacation on the books at the time of payout (on or about December 15th). Vacation buy-back is subject to City Manager approval and must be requested in writing by November 30th in accordance with the City’s vacation buy-back process.

## Article 12 – Sick Leave

12.1 Accrual. New full-time bargaining unit members shall be granted a bank of 48 hours of sick leave upon hire. After six months of service, full-time employees shall earn sick leave at the rate of eight (8) hours for each full month of service. Sick leave may accrue a total of not more than two thousand (2,000) hours. Part-time employees will earn sick leave at the minimum rate of 1.33 hours for every 40 hours worked. Sick leave shall not accrue during any leave of absence period without pay and does not have a cash value at separation.

12.2 Utilization. Employees may utilize their sick leave accruals when unable to perform their work duties by reason of illness or injury, necessity for medical, vision or dental care, exposure to contagious disease under circumstances in which the health, of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee, and for all uses provided for in OAR 839-007-0020 and ORS 653.616. Such sick leave may be utilized only for the benefit of the employee and members of their immediate family. For the purpose of this article, immediate family is defined as provided by OFLA. (OAR 839-009-0210(7)). In addition to the paid bereavement leave provided for in Article 13.1, leave, to a maximum of five (5) days or forty (40) hours, may also be used at the employee's option for a death in the immediate family.

Once accrued sick leave is exhausted, the employee may use other available accrued leaves before entering a leave without pay status.

12.3 Verification. Verification of illness by an employee's medical provider may only be required by the City after the employee misses three consecutive, regularly scheduled shifts, or where the City has reasonable cause to believe that the employee is abusing the sick leave provision of this contract. The City will pay for any costs associated with obtaining verification under this provision.

12.4 PERS/OPSRP. Unused accumulated sick leave will be credited upon retirement for the purposes of the Oregon Public Employees Retirement System or Oregon Public Service Retirement Plan (OPSRP) pursuant to the regulations governing PERS/OPSRP.

## Article 13 – Leaves of Absence

13.1 Bereavement Leave. In the event of a death of the employee’s family or significant personal relationship, employees shall be granted a leave of absence of up to one work week, not to exceed forty-eight (48) hours with pay. If related travel exceeds 250 miles, one additional workday may be granted with Fire Chief or designee approval. This “compassionate leave” will be granted to the employee based on the Bend Fire and Rescue “Values and Expectations”, by the Shift Commander. Exceptions may be granted by the Fire Chief or designee.

13.2 Funeral Participation. Employees may be granted up to one (1) day of paid leave when serving as a pallbearer, speaker or usher for a funeral ceremony.

13.3 Witness or Jury Duty. When a City employee is called for jury duty or subpoenaed as a witness on behalf of the City or in a case involving the City, they will not suffer any loss of compensation. All monies received for witness or jury duty will be surrendered to the City. Employees will report for work when less than a normal workday is required by such duty.

13.4 Paid Educational Leave. Each fiscal year, single role EMTs will be granted up to 48 hours of time off with pay for educational purposes to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature required by their position. The granting of educational leave is at the sole discretion of the Fire Chief or designee and must be taken in a minimum of 4-hour blocks of time.

13.5 Unpaid Educational Leave. Upon request, the Fire Chief may approve unpaid leave of absence to attend an educational program.

13.6 Leave of Absence Without Pay. Employees may be granted leave of absence without pay in alignment with the Personal Leave section of the Employee Handbook.

## Article 14 – Health & Welfare

During the life of this agreement, the City will provide employees with insurance coverage or access to insurance coverage for employees and their dependents. If available, the coverage shall be reasonably equal to the existing plans in effect at the time this agreement is signed, subject to change based on recommendations by the Health Insurance Committee and ratification by Association membership.

14.1 Premium Share. Premiums for the medical, dental and vision coverage described in this Article shall be paid as follows

Status	Regular Hours	City Share	Employee Share
Full-time	40+	90%	10%
Part-time	32-39	75%	25%
Part-time	20-31	50%	50%

14.2 Medical. During the life of this Agreement, the City shall provide each employee and their eligible dependent(s) with a medical, and vision insurance plan at the current benefit level, which is a high-deductible medical insurance plan (HDHP) combined with a Health Reimbursement Arrangement (HRA).

Insurance plan is subject to change based on recommendations by the Health Insurance Committee and ratification by Association membership.

Employees are eligible for coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which their employment terminates, except for cases involving disability or authorized leave. Age limitations for dependents shall coincide with the current insurance agreement. Employees who choose not to enroll either themselves or their eligible dependent(s) within the 30 days of employment may enroll at a later date as insurance agreements allow, provided however, that each insurance carrier may declare any applicant ineligible at that time.

14.3 City-Funded HRA. For full-time employees, the City will credit \$2,000 for those enrolled in employee only coverage and \$4,000 for those who enroll in employee plus dependent(s) coverage into each employee's HRA Comp-A account annually on the first day of the first month of each insurance policy year. Any amount remaining in an employee's HRA Comp-A account 90 days after the end of a plan year will be rolled into the employee's VEBA, except for subsection a, below. Eligible employees who separate during the plan year may be eligible to have a prorated amount of their HRA Comp-A account rolled into their VEBA.

- a) For members becoming eligible for coverage under this plan after the first month of the policy year, for the remainder of that policy year the City will credit \$2,000 for an individual; and \$4,000 for employee plus dependent(s) into each employee's HRA Comp-A account on the date that the employee becomes eligible for coverage.

This benefit is prorated for part-time employees enrolled in the medical plan.

14.4 Medical Plan Administration. The medical plan is administered in three phases: (1) deductible, (2) co-insurance and (3) 100% coverage. The out-of-pocket (OOP) limit of eligible medical expenses, assuming use of in-network providers, is \$4,000 for an employee with employee only coverage and \$6,850 for employee plus dependent(s). The OOP limit includes the deductible and Employee and City co-insurance amounts.

- a) The deductible is \$4,000 for an employee with family and \$2,000 for an individual employee; HRA funds may be used for deductible expenses at the discretion of the employee.
  
- b) After the deductible has been satisfied, co-insurance expenses will be shared as incurred between the insurance provider, the City and the Association member as follows:
  1. Insurance carrier - 75% up to \$8,550 for a family and \$6,000 for an individual.
  2. City - 15.625% up to \$1,781 for a family and \$1,250 for an individual.
  3. Employee - 9.375% up to \$1,069 for a family and \$750 for an individual.
  
- c) After co-insurance has been satisfied, medical expenses are covered at 100% for the remainder of the plan year.

All medical costs are based on medical expenses the insurance company covers as usual customary charges.

Cost of medical expenses incurred, and employee responsibility as outlined above is based on use of an in-network provider, use of an out-of-network provider may result in higher costs.

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

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

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

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

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

14.6 Vision Insurance. The City shall provide each employee and their qualified dependents with a vision insurance plan. Eligibility shall begin on the first day of the month following date of hire and shall end on the last day of the month in which employment terminates. Age limitations for dependents shall coincide with the current insurance agreement.

14.7 Life Insurance. During the life of this agreement, the City will provide each BFSS employee with paid 24-hour life insurance protection in the amount of 1x the employee's annual salary, with a maximum benefit of \$150,000 and paid personal accidental protection in the amount of 1x the employee's annual salary, with a maximum benefit of \$150,000. Employees and qualified dependents are eligible for coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which the employee's employment terminates except for cases involving disability.

14.8 Supplemental Voluntary Insurances. The City may provide voluntary supplemental insurance coverage to those employees wishing to subscribe at their own cost.

14.9 Retired Employees. From retirement at age 55 until age 62, the member will be responsible for all costs associated with the retiree insurance plan. Under the HDHP, this includes the premium, deductible, and OOP costs. Retired members may continue on the HDHP at either the retiree only or retiree + dependent(s) tier.

Employees hired after August 31, 2011 are eligible for the following:

The City will provide access to the City's health care insurance plan for retired employees hired after August 31, 2011. This coverage will be made available to the employee until the employee becomes Medicare eligible, to the spouse until the spouse becomes Medicare eligible and for a child until the child no longer meets legal eligibility guidelines. The City shall not be responsible for any costs associated with retiree health care insurance coverage including Medicare and supplement to Medicare insurance.

Employees hired prior to September 1, 2011 are eligible for the following sections (a) through (e):

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

- a) The employee has worked for the City of Bend 15 continuous years prior to retirement.
- b) The employee retires after their 55th birthday.
- c) A medical benefits plan is available under current Agreement with an insurance carrier, and the employee and dependents (if applicable) qualify for such a plan.
- d) The employee and dependents (if applicable) are continuously insured under group coverage or a conversion policy acceptable to the insurance carrier prior to age 62. Employees retiring prior to age 62 shall be responsible for paying insurance premiums for themselves and their dependents (if applicable) until they qualify for City-paid insurance benefits. Employees who allow a lapse in coverage will not be eligible for future City-sponsored insurance or payment of premiums.
- e) Upon reaching age 62, the City will pay the premium for the retiree for coverage under the City group retiree or PERS-sponsored insurance plan, if the retiree has continuously maintained City retiree or PERS group insurance since date of

retirement. The City will also provide a City-funded HRA Med-B account to cover deductible expenses until the retiree reaches age 65. This account will be funded according to the enrollment coverage elected by the employee; if retiree + dependent(s) coverage is elected the City will fund the amount of the retiree + dependents(s) deductible, if retiree only coverage is elected the City will fund the amount of the retiree only deductible. The City will not pay the premium for any dependent coverage elected.

- f) When the retiree reaches Medicare eligibility (age 65) the retiree will have the following options, if the retiree has continuously maintained City retiree or PERS group insurance since date of retirement:
1. The retiree may email in a PERS Medicare supplement plan. The City will advance the retiree the premium amount of the selected PERS Medicare plan. No more than once per year, the retiree will be responsible for providing the City proof of enrollment in a qualified PERS Medicare supplement plan.
  2. In lieu of the City paid PERS Medicare supplement, the retiree may elect to opt-out of the City paid PERS supplement and receive an alternate monthly cash benefit. The cash benefit shall be equal to 50% of the average of all Oregon PERS Medicare medical premiums plus the average of all Oregon PERS Medicare dental premiums, or the lowest monthly Oregon PERS Medicare medical and dental premiums combined, whichever amount is lower. The cash benefit amount will be set on an annual basis on or about January 1st of each year based on published Oregon PERS Medicare premiums for the upcoming year. However, the cash benefit amount will never decrease from the cash benefit amount on the date of the retiree's election to opt-out. The retiree must elect to opt-out prior to receiving any payments under this section and the retiree's election is irrevocable. The cash payment alternative recognizes that there may be Medicare supplement or Medicare advantage plans that may be preferred by the retiree; the cash benefit provided by the alternative may be used by the retiree to payment of all or part of an alternative plan or for any other purpose in the discretion of the retiree.

Dependents may be included in City-sponsored insurance providing the dependents qualify under current policy agreements.

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

14.10 Long-Term Disability Insurance. The City shall provide a long-term disability benefit to insure sixty-six and two-thirds percent (66 2/3%) of the current base salary for an employee who works at least thirty (30) hours per week, if disabled due to off or on-the-job injury or illness. The disability insurance will provide salary protection when ninety (90) days have elapsed from the time of the disabling injury or illness. After ninety (90) days, disabled employees may be on leave from the City without pay but may elect to use accrued paid leave(s). Use of accrued paid leaves will be applied in the following order: sick leave, floating holiday, vacation, and compensatory time, until such time that the employee discontinues use of paid leaves or until all such leaves are exhausted.

If an employee becomes disabled, the employee may be medically laid off after exhausting all protected leave(s), any statutory reemployment rights, and reasonable accommodations if the City does not identify any vacant and suitable positions for which the employee is qualified. If the employee is disabled because of a work-related injury or occupational disease, the employee retains all statutory reinstatement and/or reemployment rights following medical layoff. If the employee is disabled for reasons other than a work-related injury or occupational disease, the employee will have up to 12 months within which to provide medical information from their attending physician confirming the employee is capable of returning to the position they held at the time of medical layoff. If that occurs, the employee will be eligible for possible recall to the former position, subject to City procedures.

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

Employees who sustain a time loss on-the-job injury or illness will receive pay protection for one hundred-twenty (120) days from the date of injury or illness. The insurance provider time loss payment will cover sixty-six and two-thirds (66 2/3) of the employee's average monthly earnings (52 weeks).

Upon receipt of an insurance provider check, the employee shall turn the check over to Payroll; in return, the employee will receive one check from the City at a rate equal to their basic monthly earnings.

After one hundred-twenty (120) days, the City's contribution towards the employee's basic monthly earnings will cease. At this point in time, an employee may utilize accumulated sick, holiday, vacation, or compensatory leave balances to offset the difference between the insurance provider checks and the employee's basic monthly earnings.

When one hundred and twenty (120) days have elapsed from the time of the injury or illness, the employee may utilize the long-term disability benefit. An employee receiving long-term disability benefits cannot utilize accrued leave and will be on leave without pay.

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

## Article 15 – Retirement

15.1 PERS/OPSRP. The City agrees to continue to provide a retirement plan for each employee through the Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP) of the State of Oregon. The City will pay the employee's contribution of six percent (6%) of gross earnings to the Public Employee's Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP). Participation in the Public Employees Retirement System or Oregon Public Service Retirement Plan (OPSRP) will be provided pursuant to Oregon PERS/OPSRP regulations.

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

- a) The City will match the employee deferred compensation contributions to a maximum of 1.5% of base pay plus incentives under the following conditions: To

be eligible for the match an employee must be in a qualifying regular BFSS position with the City and been continuously employed for 1 year (12 months).

1. Employer match contributions will be effective the first of the month following 1 year of continuous employment.
- b) An eligible employee must contribute a minimum of 1.5% of their compensation into a traditional pre-tax account through a City-sponsored vendor.
1. The minimum employee contribution of 1.5% must be made as a percentage election.
  2. An eligible employee can choose to increase their contribution above 1.5% via a higher percentage election or an additional fixed dollar amount. These higher contribution elections, above the minimum required election, will not impact the employer match calculation.
- c) Employer Match Contributions are placed in the employee's traditional pre-tax vendor account.
1. Employer match contributions are 100% vested.
  2. For the purpose of funding an employee's 457(b) account, an employee's contributions are added to their account prior to funding any eligible employer match contributions.
- d) Employer match contributions are subject to the overall maximum account limit imposed by the Internal Revenue Service (IRS) and will cease once the maximum is reached. The identified IRS Maximum account limit does not consider increased limits offered via a special catch up.
1. Contributions by an employee via a special catch-up are not eligible for Employer Match Contributions.
- e) The 1.5% Employer Match Contributions will be calculated off an employee's base pay plus incentives for regular, non-overtime hours.
1. Single Role EMT's will include the Field Training Officer Incentive

15.3 Medical Expense Reimbursement Plan. The City shall establish participation in the IAFF Medical Expense Reimbursement Plan (MERP) with the Association's cooperation and assistance for defined class regular full-time and limited term employees. The establishment of MERP participation shall be at no cost to the City.

- a) Contributions: All full-time career employees will make a mandatory contribution of \$50 per pay period on a pre-tax basis, as permitted by law. The employer will contribute \$50 per pay period.

All full-time limited-term employees will make a mandatory contribution of \$25 per pay period on a pre-tax basis, as permitted by law. The employer will contribute \$25 per pay period.

- b) Indemnification: The Association agrees to indemnify and hold the City harmless from and against any and all claims, suits, orders, judgments, or other damages and liabilities of any nature, including litigation expenses, which may arise as a result in making contributions or payroll deductions and complying with the obligations of this Article.

## Article 16 – Clothing & Uniform

If an employee is required to wear a uniform and/or safety clothing, the City shall furnish such uniform and safety clothing at no cost to the employee.

## Article 17 – Seniority & Layoff

17.1 Seniority and Layoff. "Seniority" and lay off, as used in this agreement, applies to all members of the Bend Fire Support Services group. Seniority is determined by the length of an employee's continuous service with the Fire Department since their date of hire regardless of prior representation with other associations or non-rep groups. Seniority for any Single Role EMT promoted to Firefighter resets on the first day of the recruit academy. "Continuous service" is defined as that service unbroken by separation from Fire Department employment, except time spent on vacation, sick leave, military leave, or employer-approved leave of absence with or without pay. Employees recalled from layoff shall be entitled to credit for service prior to layoff.

17.2 Layoff Procedure. If the City determines the need for a reduction in the Fire Department workforce, layoff will be identified by classification within the department. When more than one position exists within the classification, the order of layoff will be determined by first laying off probationary status employees and then based on seniority within the Fire Department.

17.3 Reassignment. In lieu of layoff, an employee may be reassigned to a lower-level vacant position within the department for which they meet the minimum qualifications as determined by Human Resources.

17.4 Notice. The City will provide the Association and employees affected by layoff notice of the layoff at least thirty (30) days prior to the effective date of the layoff. The City will meet and discuss the layoff with the Association upon request, and bargain upon demand to the extent required by law.

17.5 Recall. Laid off employees will remain on the City's recall list for 12 months from the effective date of the layoff. Employees will be recalled to duty in order of seniority.

Employees shall be notified of recall to employment by certified mail, return receipt requested, at their last known address and must respond within fifteen (15) calendar days of the postmark date on the certified mail receipt that they are accepting the offer of employment under the terms specified in the offer. Such response shall be in writing. Employees who do not respond in the prescribed manner shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges.

Acceptance or rejection of an offer of temporary employment during layoff will not affect an employee's status on the layoff list.

17.6 Rehire. Employees recalled or rehired from layoff shall be entitled to credit for service prior to layoff for purposes of seniority, sick leave, vacation leave and other time-based benefits. Recalled employees will start securing benefits at the same rate as when they left City employment in layoff. Employees recalled from layoff shall:

- a) Immediately begin to accrue vacation at the appropriate rate.
- b) Have the sick leave balance at layoff date reinstated and immediately begin to accrue sick leave as if there had been no break in service.
- c) Receive holiday pay from date of re-employment, as they occur. The floating/personal holiday will be pro-rated from date of rehire.
- d) If laid off without completing a probationary period, shall be credited with the amount of probationary time served and will be required to satisfy only the portion that remained at the time of layoff.

## Article 18 – Savings Clause

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

## Article 19 – Discipline & Discharge

19.1 Just Cause Standards. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner. The City will only discipline or discharge employees for just cause and will be guided by progressive discipline principles. In ascending order of severity, the levels of discipline the City may impose include:

- Written reprimand
- Suspension without pay
- Reduction in pay
- Demotion
- Disciplinary transfer
- Termination

Lower levels of discipline may not be necessary in situations involving severe misconduct.

Verbal reprimands or counseling/coaching sessions are not considered discipline and not subject to the grievance procedure. They may be documented in the supervisors' log for future reference but will not be included in the employee's personnel file. They are considered pre-disciplinary and are intended to clearly communicate performance expectations so that discipline may not be necessary.

### 19.2 Investigation Procedures and Interviews.

- a) The City will conduct a reasonable and fair investigation before making any decisions to issue discipline. The City will endeavor to begin investigations within 14 days, or 10 working days after the City receives a complaint or report warranting an investigation.

- b) The investigation will include, at a minimum, an investigatory interview of the employee(s) accused of any violations of policies or standards or misconduct.
- c) Employees attending investigatory interviews will have the following substantive and procedural rights:
  - 1. At least 24 hours in advance of the interview, the employee will be informed in writing of the nature of the investigation and allegations, other than in situations where the City determines that an emergency or compelling public interest justifies less notice.
  - 2. The employee may have an Association representative present during the interview upon request. The employee will be given the opportunity to consult with the Association representative prior to an interview.
  - 3. The City will make a reasonable good faith effort to conduct interviews during the employee's regular working hours, except for emergencies, or other good cause, or where interviews can be conducted in person or by telephone/video conference.
  - 4. All interviews will be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this Section will prohibit the City from questioning the employee about information received during the course of the interview or the investigation, so long as the employee is given notice of additional concerns and an opportunity to consult their Association representative prior to any follow-up or new investigatory interviews.
  - 5. Upon notice to all parties, either party may create an audio recording of the interview. If recorded, a copy of the complete interview of the employee, noting all recess periods, will be furnished, upon request, to the other party. There can be no "off the record" questions.

19.3 Paid Administrative Leave During Investigations. The City may place the employee on paid administrative leave during all or any portion of the investigation. The City will provide the employee and the Association President with written notice of the paid administrative leave. This notice will summarize the subject matter of the investigation, the reasons the employee is being placed on administrative leave, and any restrictions or limitations on the employee during that administrative leave period.

19.4 Pre-Disciplinary Hearing. After the investigation is completed, if the City is contemplating an economic sanction or termination, the employee will be provided with the following substantive and procedural rights:

- a) Before the final decision on discipline is issued, the City will provide the employee and the Association President with a pre-disciplinary notice containing: the charges and allegations against the employee; the policies, rules, laws, procedures, or other standards the City believes the employee violated; the disciplinary actions being considered; and the facts the City is relying on. The notice will inform the employee of their right to refute the charges or allegations and offer mitigating information, either verbally in a pre-disciplinary hearing or in writing. The notice will include the pre-disciplinary hearing time, date, and location.
- b) Upon notice, either party will be allowed to create an audio recording the meeting. If recorded, a copy of the complete interview of the employee, noting all recess periods, will be furnished, upon request, to the other party. There can be no "off the record" questions.
- c) The Association has the right to attend any pre-disciplinary hearings for bargaining unit members to ensure that this Article and the Agreement's other provisions are followed, with the consent of the employee.

19.5 Imposition of Discipline. If the City has reason to discipline an employee, it will be done in a manner that is least likely to embarrass the employee before other employees or the public. All discipline will be set out in writing and will include the level of discipline being imposed, the facts underlying the decision, and the policies or rules the employee allegedly violated. This provision does not preclude the City's ability to exercise its discretion regarding responding to or answering questions from media.

The Association will receive a copy of all disciplinary actions issued to bargaining unit members the same day that they are given to the employee.

## Article 20 – Grievance Procedure

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Both parties shall in good faith disclose any information, material, or testimony of witnesses as early as possible in the grievance procedure in order to encourage early settlement of contract disputes.

20.1 Grievance. For the purpose of this Agreement, a grievance is defined as a claim by the Association concerning the interpretation, application, or an alleged violation of a specific provision or clause of this agreement on behalf of an individual or on behalf of the membership.

20.2 Informal Resolution. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Association will attempt to resolve the issue informally with the appropriate personnel.

20.3 Formal Resolution. When informal resolution cannot be reached or is impractical, a formal grievance may be filed with the City by submitting a written statement of the grievance at the appropriate step of the grievance procedure as outlined below. The grievance shall contain the following:

- a) Name of the grievant(s);
- b) The date of the filing;
- c) Relevant facts and explanation of the grievance;
- d) A list of the articles of the contract allegedly violated; and
- e) A description of the remedy sought.

20.4 Timeline. For the purpose of this Article, “business days” shall mean Monday through Friday, 8:00 a.m. - 5:00 p.m., excluding holidays.

Grievances must be filed within ten (10) business days after the receipt of the letter imposing the disciplinary action or within ten (10) business days of the alleged violation of the Contract, or within ten (10) business days of the date on which either the grievant or their representative became aware or should have become aware of its occurrence.

Grievances at each step of the grievance procedure will be considered timely if they are delivered by 11:59 p.m. on the last day.

Step 1. Fire Chief: Grievances submitted at Step 1 will be filed with the Fire Chief. There will be a mandatory meeting to discuss the grievance. The Fire Chief will respond in writing to the grievant or their Association representative within ten (10) business days of receipt.

Step 2. City Manager: Grievances submitted at Step 2 and grievances unresolved at Step 1 may be presented by the grievant or their Association representative to the City Manager or designee. Unresolved grievances must be submitted within ten (10) business days after the response is due at Step 1. The City Manager will respond in writing to the grievant or their Association representative within ten (10) business days of receipt.

Step 3. Arbitration: In the event the grievance is not satisfactorily settled at Step 2, the Association may submit the matter to an arbitrator to be selected as provided below.

- a) The Association shall within ten (10) business days from receipt of the City Manager's decision notify the City Manager of the Association's decision to submit the grievance for arbitration.
- b) The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot mutually agree on an arbitrator within five (5) business days of submitting the grievance to arbitration, the City and the Association shall immediately request a list of five (5) arbitrators from the Oregon Employment Relations Board. Following receipt of such list the parties shall, within five (5) business days, alternately strike one name from the list until only one name remains. The order of striking shall be determined by the toss of a coin, the loser striking the first name. The one name remaining shall be the arbitrator.
- c) The arbitrator shall hold a hearing at which both parties submit their cases concerning the grievance. The hearing shall be kept private, and shall include only those parties in interest and/or designated representatives.
- d) The Arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of the Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement.

- e) The decision of the Arbitrator shall be final and binding upon the City and the Association.
- f) The cost of the Arbitrator shall be borne equally by the City and the Association, and each party shall bear the cost of presenting its own case.
- g) The Arbitrator's decision shall be made in writing and shall be issued to the City and the Association.

20.5 Time Limits. Any time limits specified in the grievance procedure may be extended for stated periods of time by the City and the Association by mutual agreement in writing. Additionally, the City and the aggrieved party may by mutual agreement waive any step or steps of the Grievance procedure to advance the grievance in an effort to expedite the matter. Failure of the aggrieved party to comply with any time limitation of the procedure in the Article shall constitute withdrawal of the grievance. Failure by the City to respond within the time limitation of any step in the procedure in this Article shall automatically advance the grievance to the next step.

20.6 Termination. A grievance may be terminated at any time upon receipt of a signed statement from the Association's Executive Board.

## Article 21 – Term of Agreement

This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect until the 30th day of June 2029. This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other in writing on or about December 1st, prior to the annual anniversary date on which it wishes to modify the Agreement.

Notification need include only statement of intent to negotiate. This Agreement shall remain in full force and effect until June 30 of any year in which negotiations were initiated to change the current contract.

CITY OF BEND, OREGON

BEND FIRE SUPPORT SERVICES GROUP,  
AS REPRESENTED BY BEND FIRE  
ASSOCIATION

Signed by:  
  
E252CB46657E4D8

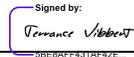
Eric King, City Manager

Signed by:  
  
6A486C07E2A1428

Stephen Doyle, BFA President

Signed by:  
  
FE34F6F2A524E0

Brandi Leos, Human Resources  
Director

Signed by:  
  
5B68AFF431F4F42E

Terrance Vibbert, BFA Vice President

Date: 2/9/2026

Date: 2/9/2026

# APPENDIX A

**Bend Fire Association  
Support Services Group  
Salary Schedule effective 7/1/2025**

GRADE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
FS10	SINGLE ROLE EMT	\$18,360.00	\$19,278.00	\$20,241.90	\$21,254.00	\$22,316.70	\$23,432.60
FS20	FACILITIES MAINTENANCE TECHNICIAN I	\$28,652.40	\$30,085.00	\$31,589.40	\$33,168.80	\$34,827.10	\$36,568.60
		\$4,966.60	\$5,214.94	\$5,475.70	\$5,749.48	\$6,036.92	\$6,338.80
		\$59,599.20	\$62,579.28	\$65,708.40	\$68,993.76	\$72,443.04	\$76,065.60
FS30	FACILITIES MAINTENANCE TECHNICIAN II	\$31,589.40	\$33,168.80	\$34,827.10	\$36,568.60	\$38,397.10	\$40,316.80
		\$5,475.70	\$5,749.48	\$6,036.92	\$6,338.80	\$6,655.76	\$6,988.52
		\$65,708.40	\$68,993.76	\$72,443.04	\$76,065.60	\$79,869.12	\$83,862.24
FS40	FIRE LOGISTICS PROGRAM TECHNICIAN	\$33,168.80	\$34,827.10	\$36,568.60	\$38,397.10	\$40,316.80	\$42,332.80
		\$5,749.48	\$6,036.92	\$6,338.80	\$6,655.76	\$6,988.52	\$7,337.96
		\$68,993.76	\$72,443.04	\$76,065.60	\$79,869.12	\$83,862.24	\$88,055.52
FS50	FIRE WAREHOUSE LOGISTICS COORDINATOR	\$38,683.80	\$40,618.00	\$42,649.00	\$44,781.40	\$47,020.50	\$49,371.50
		\$6,705.44	\$7,040.72	\$7,392.78	\$7,762.40	\$8,150.54	\$8,558.06
		\$80,465.28	\$84,488.64	\$88,713.36	\$93,148.80	\$97,806.48	\$102,696.72
FS60	PUBLIC SAFETY SYSTEMS ADMINISTRATOR II	\$40,662.20	\$42,695.30	\$44,830.00	\$47,071.60	\$49,425.30	
		\$7,048.38	\$7,400.80	\$7,770.84	\$8,159.40	\$8,567.38	
		\$84,580.56	\$88,809.60	\$93,250.08	\$97,912.80	\$102,808.56	