

AGREEMENT BETWEEN THE CITY OF LOCK HAVEN

AND

THE LOCK HAVEN POLICE OFFICERS ASSOCIATION

COVERING THE YEARS

2018 - 2021

TABLE OF CONTENTS

		<u>PAGE</u>
Article I	Purpose	4
Article II	Recognition	4
Article III	General Provisions	6
Article IV	Management Rights and Employee Discipline	6
Article V	Checkoff	7
Article VI	Probationary Period	8
Article VII	Scheduling	8
Article VIII	Overtime	9
Article IX	Miscellaneous	10
Article X	Holidays	11
Article XI	Vacations	13
Article XII	Personal Days	16
Article XIII	Longevity Pay	16
Article XIV	Salaries	17
Article XV	Sick Leave	18
Article XVI	Hospitalization and Medical Insurance, Drug and Eye-Care Expenses	20
Article XVII	Post-Retirement Health Care	22
Article XVIII	Physical Fitness	22
Article XIX	Life Insurance	23
Article XX	Bereavement	23
Article XXI	Association Representative	24
Article XXII	Pension	24
Article XXIII	Leaves of Absence	24

TABLE OF CONTENTS - Cont'd.

		<u>PAGE</u>
Article XXIV	Bulletin Board	25
Article XXV	Labor/Management Meetings	25
Article XXVI	Equipment	26
Article XXVII	Criminal Detail Clothing	27
Article XXVIII	In-Service Training	27
Article XXIX	Outside Employment	28
Article XXX	Grievance Procedure	29
Article XXXI	Strikes	31
Article XXXII	Past Practice	31
Article XXXIII	Duration of Agreement	31

PREAMBLE

AGREEMENT MADE this _____ day of _____, _____, between the CITY OF LOCK HAVEN (hereinafter referred to as the "Employer" or "City") and the LOCK HAVEN POLICE OFFICERS ASSOCIATION (hereinafter referred to as the "Association").

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter contained, the Employer and the Association do covenant and agree as follows:

ARTICLE I

PURPOSE

Section 1.01. The City is engaged in furnishing essential public services vital to the health and welfare of the public and both the City and the police officers have a high degree of responsibility to serve the public without interruption of their essential services. Therefore, recognizing their mutual responsibility, both parties have entered into this agreement with the intent and desire to promote sound, stable and peaceful labor relations.

Section 1.02. It is the intent of both parties to reach an agreement and understanding with respect to wages, hours and terms and conditions of employment and to provide a peaceful method of settling grievances which may arise concerning the interpretation or application of such agreement so that the services to the public shall not be disrupted.

ARTICLE II

RECOGNITION

Section 2.01. Police officer shall mean those, including all persons, employed with the Lock Haven Police Department as Lieutenant, Sergeant, Detective, Corporal, Patrolman First Class, Patrolman and Starting Patrolman. All other Police Department personnel, uniformed and civilian, are excluded.

PART TIME OFFICERS

Section 2.02. Part time officers may be employed subject to the following conditions:

- 1) Part time officers will be eligible for Civil Service protection while employed as part time officers and subject to Civil Service hiring procedures.
- 2) Part time officers will be subject to all employment testing methods used as part of the Civil Service testing process that full time officers are subject to, including written, oral, physical agility, background, and polygraph examination.
- 3) The number of part time officers employed at any time will not exceed 20% of the number of full time positions in the Department. In determining the number of part time officers, the number determined using the 20% factor will be rounded up to the nearest whole number.
- 4) Part time employees will not be eligible for medical benefits, vacation or sick leave, or life insurance.
- 5) Any overtime offered shall be offered to full time officers before being offered to part time officers. Overtime posted will be open for full time officers to accept until three (3) days before the date of the available overtime. If any overtime posted is not accepted by full time officers by that date, it shall be available to part time officers on a first come/first served basis.

For purposes of this Section, overtime shall be defined as follows:

- A) Overtime requirements shall be dictated by the manpower complement identified in Section 11.07 (b).
 - B) Shifts historically posted for overtime for special events.
- 6) Part time officers cannot be utilized by the City unless the number of full time employed officers, including the Chief and Detective, is at least thirteen (13). An exception will apply during a 180 day grace period after the termination of employment of any full time officer.

- 7) Part time officers will not be subject to Article V (Check off), nor have any Lock Haven Police Officers Association membership.
- 8) No part time officer shall work without a full time officer on duty. The full time officer will be the OIC if there is no officer on duty of higher rank.
- 9) Part time officers shall be paid at a rate equal to 75% of the rate of a probationary officer.
- 10) Part time officers shall be provided all equipment and uniforms.

ARTICLE III

GENERAL PROVISIONS

Section 3.01. All reference to police officers in this agreement designates both sexes and whenever the male gender is used, it shall be construed to mean male and female police officers.

Section 3.02. There shall be no discrimination or distinction in the treatment of an individual or group in matters affecting their employment status because of race, color, creed, sex, marital status, age, national origin, union affiliation or non-affiliation or political affiliation.

Section 3.03. The term "police officer" and "police officers" as used in this agreement shall be deemed to apply only to those persons (selected under the rules of Civil Service) within the hereinabove described bargaining unit and this agreement shall apply to and affect only such persons.

Section 3.04. This agreement sets forth the complete agreement between the parties with respect to wages, hours and terms and conditions of employment.

ARTICLE IV

MANAGEMENT RIGHTS AND EMPLOYEE DISCIPLINE

Section 4.01. The Association acknowledges that it is the exclusive function of the Employer to hire, lay off, promote, demote, transfer, classify and suspend police

officers; and also the right of the Employer to discipline or discharge any police officer for just cause.

Section 4.02. Matters of managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, the rights of the Employer at its discretion, to manage all operations including the direction of the working force; right to plan, direct or control the operation of all equipment and other property of the City; to establish programs, standards of services; all budgets, utilization of technology, the organizational structure and selection and direction of personnel.

Section 4.03. Except as modified by this contract, the Employer retains and may exercise all rights and functions, powers, privileges and authority that the Employer possessed prior to the signing of the contract with the Association. As illustrative of the rights of management possessed and retained but in no way to be construed as a limitation, the Employer shall, subject to the provisions of this contract, have the exclusive right: To determine the locations of its operations; establishment of new units and relocation of old units; scheduling of operations and number of shifts; size of the work force; to determine job content; to determine schedules of work; to determine the hours of work and number of hours to be worked; to select management, first level supervisory and supervisory personnel; to introduce new or improved methods, equipment or facilities or to change existing methods or facilities; to establish or discontinue specific jobs; to make, alter, publish from time to time and enforce reasonable rules and regulations to be observed by the police officers.

Section 4.04. It is agreed that the above recited management rights are not subject to the grievance and arbitration procedure set forth herein unless in the exercise of said rights the Employer as violated a specific term or provision of one or more other articles of this agreement.

Section 4.05. No member of the Association shall be disciplined in any manner without just cause.

ARTICLE V

CHECK-OFF

Section 5.01. The Employer agrees to deduct each month the required Association dues from the pay of each employee whose position is covered by this contract, whether said employee has become a member of the Association or not.

Section 5.02. The Employer shall be advised by the Association as to the amounts to be deducted, and the aggregate deductions of all employees shall be remitted to the Association by the last day of the succeeding month, after such deductions are made.

Section 5.03. The Association shall indemnify and hold the City of Lock Haven harmless against any and all claims, suits, order or judgements brought or issued against the City of Lock Haven as a result of any action taken or not taken by the City under the provisions of this section.

ARTICLE VI

PROBATIONARY PERIOD AND PROMOTIONS

Section 6.01. All new police officers shall be considered probationary police officers from date of hire until twelve (12) months after satisfactory completion of the Municipal Police Officers Education and Training Program (Act 120). All probationary police officers may be disciplined or discharged without recourse during such probationary period. The City may, upon agreement of the parties, extend the probationary period for an additional three (3) months. Employees may be disciplined or discharged without recourse during such probationary extension period

Section 6.02. All promotions will be conducted in accordance with applicable Pennsylvania law and the Civil Service provisions for the City of Lock Haven. Any subsequent appointments to an acting rank will be conducted in accordance with Pennsylvania law. No officer shall be appointed to an acting rank for a period of more than nine (9) continuous months.

Section 6.03. Upon promotion to a higher rank, an officer will be required to serve a probationary period of one year, as that term is defined in the collective bargaining agreement, with respect to the new rank only.

Section 6.04. In order to be considered for a promotion, an officer will be required to have one year of experience in the level below the one being promoted into. This section does not apply to promotion to the position of Chief of Police.

ARTICLE VII

SCHEDULING

Section 7.01. Police officers are engaged in a seven (7) day operation and

the work period shall consist of any twenty (20) days within a consecutive twenty-eight (28) calendar day period. The Employer will follow present scheduling practices. However, for the first calendar year of this contract, both parties agree to implement a "Permanent Shift" schedule, whereby some personnel within each rank, excluding the Detective, shall be permanently assigned to a "fixed" shift, while others will continue to rotate shifts.

The assignment to permanent shifts will be by officers' choice based on time in rank. Once an officer's shifts are chosen and assigned and the annual schedule is prepared, the shift choice is irrevocable.

Upon completion of one full year of this permanent shift schedule, the two parties may continue the same schedule practice if both parties agree, or can revert to the prior scheduling (rotating) schedule with no penalty to either party

Section 7.02. Other than in emergency situations, the City shall not change an officer's shift time scheduled, without seven (7) days advance notice of the change unless the officer agrees to the change. If the officer is compelled to work without such an agreement, then he shall be paid double time for the entire shift.

Section 7.03. Other than in emergency situations, the City shall not change an officer's day off without the consent of the officer. If the officer is compelled to work without such an agreement, then he shall be paid double time for the day off worked and given an additional day off to be taken within the next thirty (30) days.

ARTICLE VIII

OVERTIME

Section 8.01. The Employer agrees to pay one and one-half (1-1/2) times the police officer's regular rate of pay for all authorized work performed under the following conditions:

- (a) Work performed in excess of eight (8) hours in any one (1) day.
- (b) Work performed in excess of forty (40) hours per week provided said overtime was worked with the approval of the Manager, Chief of Police or other designated supervisory personnel. No compensation shall be awarded for unauthorized overtime. Overtime benefits shall be granted to those members of the Department holding up to and including the rank of Lieutenant.

- (c) Off duty time spent in the pursuance of duties under any criminal statute before any summary court or court of record (includes summary offenses, misdemeanors, felonies and civil cases in which the officer is subpoenaed in his capacity as a police officer arising in the line of duty). Minimum of two (2) hours in criminal or civil cases, in which the officer is subpoenaed in his capacity as a police officer arising in the line of duty, in Common Pleas Court of Clinton County. A two (2) hour minimum shall also apply to all District Justice hearings.
- (d) Off-duty police officers may be called to report for duty by the employer and officers already on duty may be compelled to remain on duty beyond their regularly scheduled hours. If an officer is compelled to work more than four (4) hours overtime, the City will pay double-time (2-x's) the officer's rate of pay for all hours worked beyond the four (4) hours. If an officer is compelled to work four (4) hours or less, the officer shall be paid time and one-half (1-1/2) his rate of pay.

Section 8.02. There shall be no pyramiding of overtime. The payment of overtime for any hour excludes that hour from consideration of overtime payment on any other basis.

Section 8.03. No compensation shall be awarded for unauthorized overtime (such time is not considered time on duty). However, an officer shall receive compensation in civil cases in which the City is a party or the police have been assigned to investigate and then are summoned to Court on behalf of the City.

Section 8.04. Officers called out for overtime duty after the end of their regular shift or on their scheduled days off shall be guaranteed a minimum of two hours of overtime.

Section 8.05. The appropriate overtime rate is defined as time and one-half (1-1/2) times the regular hourly rate in addition to all other forms of compensation such as longevity, O.I.C. pay and all other compensation, except shift differential, paid by the employer.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Police officers using their personal vehicles for attendance at a hearing before the minor judiciary or Court of record may keep the mileage stipend, if any, paid by the Court provided that no claim is made for reimbursement from the City.

Section 9.02. A police officer, who is required by the City to use his personal automobile, shall receive a mileage allowance equivalent to the Federally approved Internal Revenue Service rate for each mile driven in his personal automobile when on official duty on behalf of the City.

Section 9.03. Meal Allowances - Anytime an officer attends a work related function outside the City limits (work, schooling, and training), said officer shall be paid an allowance of up Thirty Six Dollars (\$36.00) per day. Partial meal allowances shall be payable up to Eight Dollars (\$8.00) for breakfast, up to Ten Dollars (\$10.00) for lunch and up to Eighteen Dollars (\$18.00) for dinner. The allowance will be paid to the officer after attending said function with the production of receipts. Gratuities (not in excess of 18% of the cost of the meal) shall be included in the reimbursable amount.

Section 9.04 Compensatory Time

Section 9.04(a) After compensatory time has been approved and scheduled by the Chief of Police, that time shall be treated the same as a day off under the language of this contract.

Section 9.04(b) Compensatory time may be given, in lieu of overtime, for the following:

- 1) For travel time to training when an officer is on off-duty status.
- 2) For time spent in excess of eight and one-half (8 ½) hours when an officer is assigned to training.
- 3) For other times, with the officer's consent, that the officer is performing work or attending a function as a representative of the City.
- 4) If less than four hours of training and travel time is involved, the officer must report to the station for the remainder of the shift. If

greater than four hours combined travel time and training is involved the officer does not have to return to duty to be paid for eight hours.

ARTICLE X

HOLIDAYS

Section 10.01. The following days shall be recognized as paid holidays:

- (1) New Year's Day (January 1)
- (2) Presidents' Day
- (3) Good Friday
- (4) Easter
- (5) National Peace Officers Day (May 15)
- (6) Memorial Day (Last Monday in May)
- (7) Independence Day (July 4)
- (8) Labor Day (First Monday in September)
- (9) Veteran's Day (November 11)
- (10) Thanksgiving Day
- (11) Christmas Day

Section 10.02. An eligible police officer shall have:

- (a) Worked the full day immediately preceding such holiday and the full workday immediately following such holiday unless his absence on either of such days has been with the permission of the Employer.
- (b) Performed work for the Employer during the week in which the above named holidays fall, unless she was absent on vacation.

- (c) Reported as scheduled and actually performed the assigned work when the police officer is scheduled to work on such holiday.

Section 10.03. Holidays shall not be observed but shall be considered as vacation days and be scheduled as part of the police officer's vacation.

Section 10.04.

- (a) Any officer working his regularly scheduled shift during any holiday shall be paid at one and one-half (1-1/2) times the officer's regular rate of pay.
- (b) Any officer who works more than his regularly scheduled shift or during scheduled time off, on a holiday, shall be paid at two (2) times the officer's regular rate of pay for time worked in excess of eight (8) hours or for the scheduled time off worked.
- (c) For the purposes of compensation under this Section only, the holiday of Christmas Day shall be deemed to commence at 3:00 P.M. of the day before the holiday.

These Sections shall apply only to holidays listed in the contract.

ARTICLE XI

VACATIONS

Section 11.01. The provisions of this article relative to vacation shall supersede any policy or other directives issued by the City in conflict therewith. The eligibility date for paid vacations shall be January 1 and shall be controlling for purposes of determining vacation and vacation eligibility.

Section 11.02. Eligible police officers who have completed the following service prior to January 1 shall be entitled to an annual paid vacation in accordance with the following schedule.

<u>Length of Continuous Employment</u>	<u>Vacation Earned Per Year</u>
Less than 1 Year	0 days
1 Year through 5 Years	16 days
6 Years through 10 Years	19 days
11 Years through 15 Years	21 days
16 Years through 20 Years	23 days
Over 20 Years	27 days

Newly hired officers, upon reaching the first day of January immediately following their date of hire, will be granted a pro-rated vacation entitlement to be taken during the first full calendar year of employment. The pro-ration shall be based on the number of months from the date of hire to the end of the year of hire, and shall be calculated on an entitlement of 1 1/4 (one and one-fourth) days per month worked. The starting month will count provided the employee was hired on or before the 15th day of the month.

Section 11.03. In determining vacation entitlement, a police officer will be deemed to have completed six (6), eleven (11), sixteen (16) or twenty-one (21) years of service on January 1, if his sixth (6), eleventh (11), sixteenth (16) or twenty-first (21) anniversary date falls within the calendar year in which the vacation shall be taken.

Section 11.04. All vacations are earned and to qualify for vacation a police officer must be in a payroll status all of the scheduled work days during each month. An employee is not in payroll status if he is not entitled to be paid for any scheduled workday.

Section 11.05. It is the responsibility of the Employer to administer the vacation program. Vacation schedules shall be governed by the operational requirements of the Employer.

Section 11.06. Vacations are not cumulative. When an employee is required to work during approved vacation time, the employee shall be paid double the regular rate of pay and the vacation day shall be rescheduled the same year or the next year, whichever the employee chooses.

Section 11.07. Vacation requests and scheduling shall be in accordance with the following;

- (a) All officers will submit vacation requests in writing to the Chief of Police by February 1 of the year requested, which shall include January and February of the following year.

- (b) The Chief will approve or disapprove all vacation requests by seniority by March 1, of the year requested. If the Chief fails to act by March 1, the vacation request will be considered approved. If disapproved, the Chief must show just cause.

With the current department size and staffing pattern, vacation cannot be disapproved unless manpower, excluding the Chief and Detective, falls below the complement listed below:

Daylight Shift (Nominal 7-3)	One (1) Officer
Second Shift (Nominal 3-11)	Two (2) Officers
Third Shift (Nominal 11-7)	Two (2) Officers

- (c) The Chief will give each officer a copy of the tentative calendar year work schedule by December 1 of the preceding year, for each officer to submit vacation. By March 15, the Chief will give all officers a final copy of the yearly work schedule.
- (d) Days off occurring at the beginning, end or during vacation time shall be considered part of the officer's vacation, and all shall apply to said days off as if they are vacation.
- (e) From June 1, through August 31, officers may use up to 15 Vacation/Holidays, as part of their vacation requests submitted in Section 11.07(a) above. After May 15, each officer shall be permitted to schedule up to 5 additional vacation/holidays between June 1 and August 31, based on seniority choice. Following the original scheduling by seniority, officers may exceed the limit of 15 vacation/holidays from June 1 through August 31 providing minimum manpower per shift is met.
- (f) The Chief may move other officer's days off to accommodate vacation, however, the officer whose day(s) off are to be moved must agree to the change before the Chief can implement the change. Refusal of an officer to agree to the change in days off shall be considered "just cause" for disapproval of the vacation request under Section 11.07(b) above.
- (g) All vacation requests submitted after February 1 of the year requested shall be approved on a first-come, first-served basis. Said

requests shall be made at least two weeks prior to the start of the officer's vacation, and approved or disapproved by the Chief within five (5) days of the request.

- (h) During the antlered and antlerless rifle deer season, each officer shall be permitted to use a maximum of four (4) vacation days, based on seniority choice, subject to providing minimum manpower coverage. After ~~May 15, each officer shall be permitted to schedule one~~ **every officer has picked initial vacation, each officer by seniority shall be able to pick any** additional days during the deer season, based on seniority choice, subject to minimum manpower coverage. Sundays during the season are excluded from this provision.

Section 11.08. Vacation must be ~~taken at no more than twelve (12) different times each calendar year, to be~~ scheduled as follows:

Initially, up to eight (8) different "hitches" shall be scheduled by seniority until each individual officer has had the opportunity to schedule the initial "hitches".

~~After the initial eight (8) "hitches" have been scheduled by all officers, an additional four (4) "hitches" may be scheduled by each officer, according to seniority.~~

ARTICLE XII

PERSONAL DAYS

Section 12.01. Each police officer shall be entitled to four (4) Personal Days in each calendar year. Personal days may be used at any time of the year except during the eleven contract holidays and the antlered and antlerless rifle deer season, and the holiday period from December 24 through January 1. Personal day entitlement shall be prorated during the first year of employment, based on the date of hire. **Personal days may be taken during any of the above exceptions providing that those days do not drop shifts below minimum manpower causing overtime. Personal days that are not used in the year earned may be used in January or February of the following year subject to minimum manpower.**

Section 12.02. An officer shall give the City seventy-two (72) hours notice prior to the date the officer wishes to use the personal day.

Section 12.03. Not more than one (1) officer will be allowed to take a personal day on any one shift. The Chief of Police in his sole discretion may allow more than one (1) officer to take a personal day on a shift, provided that in no event may more than three (3) officers take personal days in any 24 hour period. Personal days will be granted on a first come, first served basis. "No Personal Day request will be approved if the number of officers on duty will fall below 3 officers in a 24 hour period."

Section 12.04. Reimbursement for personal days not used in the year earned will be paid to the officer during the following year, at the regular rate of pay for the year in which the personal days were earned.

ARTICLE XIII

LONGEVITY PAY

Section 13.01. The eligibility date for longevity pay determination is the January 1st nearest the police officer's date of employment.

Section 13.02. Eligible police officers shall receive, as of January 1st, a longevity pay increase as follows:

<u>Length of Continuous Service</u>	<u>Longevity Pay</u>
3 Years	\$300.00
4 Years through 20 Years	\$100.00 per year increase

There shall be no increase for service beyond twenty (20) years.

Section 13.04. Longevity pay shall be divided in twenty-six (26) equal payments and shall be part of the police officer's base rate.

ARTICLE XIV

SALARIES

Section 14.01. The base minimum salaries for police officers covered by

this agreement from January 1, **2018** through December 31, **2021** shall be in accordance with the following provisions.

- a) Patrolman (Probationary): For officers hired after the effective date of this contract, from the date of employment to the completion of probationary period (as extended) at 85% of Patrolman First Class salary.
- b) Patrolman (Permanent/Step 1): Beginning the first day after completion of the probationary period and extending a period of twelve (12) months, at 90% of Patrolman First Class salary.
- c) Patrolman (Step 2): Beginning the first day after completion of Step 1 and extending a period of twelve (12) months, at 95% of the Patrolman First Class salary.
- d) Patrolman First Class: Following completion of Step 2, at 100% of the Patrolman First Class salary.
- e) Police officers performing detective duties shall receive the same salary as a Sergeant during the period which they are performing such duties.
- f) The following wage chart is effective as of January 1, **2018**, and applies to paragraphs (a) through (e) during **2018** through **2021**. (Reflects **2%** for **2018**, **2.25%** for **2019**, **2.5%** for **2020** and **2021**).

	<u>01-01-18</u>	<u>01-01-19</u>	<u>01-01-20</u>	<u>01-01-21</u>
Sergeant	\$59,749.88	\$61,094.25	\$62,621.61	\$64,187.15
Corporal	\$58,009.59	\$59,314.80	\$60,797.68	\$62,317.62
Patrolman First Class	\$56,319.99	\$57,587.19	\$59,026.87	\$60,502.55

Section 14.02. When an officer of a lower rank fills a position normally held by an officer of a higher rank, including OIC duty, he will be acting in the higher rank, including OIC duty, and must be paid at the rate appropriate to that rank.

Section 14.03. Shift differentials shall be paid as follows:

- (a) A shift differential of **\$0.75** per hour will be paid for any regularly scheduled shift which starts at or after 1:00 P.M. and before 10:00 P.M., provided the shift is worked.
- (b) A shift differential of \$0.75 per hour will be paid for any regularly scheduled shift which starts at or after 10:00 P.M. and before 6:00 A.M., provided the shift is worked.

ARTICLE XV

SICK LEAVE

Section 15.01. Police officers shall be entitled to twelve (12) paid sick days per calendar year, accumulating to a maximum of two hundred (200) days and subject to a medical examination every thirty (30) days.

Section 15.02. A certificate from a physician may be required at the discretion of the Chief of Police for any sickness or confinement. In the event said certificate is called for, it must state that the police officer has been under the care of a physician and is physically able to resume his duties.

Section 15.03. Sick leave shall not be granted for any sickness or injury resulting from actions involving moral turpitude, intoxication or use of narcotics and any abuse of sick leave shall be sufficient cause for disciplinary action on the part of the City.

Section 15.04. A police officer shall notify the Employer promptly in order to be eligible for sick leave payments. Such notification shall:

- (a) Be given at least one (1) hour prior to his individual starting time or as soon thereafter as possible;
- (b) Be given by telephone or message to the office designated by the Employer;
- (c) State that the employee is sick or injured.

Section 15.05. Upon retirement police officers may cash in their unused accumulated sick leave.

Accumulated, unused sick leave shall be paid out upon regular or disability retirement according to the following schedule:

<u>Days Available at Retirement</u>	<u>Percentage</u>	<u>Maximum Buyout</u>
0-100	30%	30
101-125	40%	50
126-150	50%	75

No payments under this Section shall be construed to add to the credited service of retiring members. Sick leave days bought out at retirement in excess of days 1-100 (maximum buyout of 30 days) shall not be included in the final average salary for purposes of the pension calculation.

Employees terminated for disciplinary reasons shall not be eligible for sick leave buyout.

Section 15.06. After attaining 6 months of continuous service, police officers shall be allowed to use up to 5 days per year of the entitled sick leave under Section 15.01 for illness of a spouse or child. ~~A physician's certificate may be required at the discretion of the Chief of Police indicating that the family member was under a physician's care. Notification to the Employer shall be in accordance with Section 15.04.~~ **For time beyond 5 days and up to a maximum of 12 weeks in a rolling 12-month year, the officer shall complete, submit and have approval of the Certification of Health Care Provider for Family Member's Serious Health Condition required under the Family Medical Leave Act in order to qualify for the use of sick leave for the illness of a spouse or child.**

Section 15.07. Sick leave is intended for non-job-related sickness or injury and there shall not be any pyramiding of sick leave pay and Heart and Lung payments.

Section 15.08. As provided for by law, paid sick leave shall be counted as part of any Family and Medical Leave Act entitlement.

Section 15.09. Heart and Lung - The City and the Lock Haven Police Officers Association agree that the procedures that govern claims for workers' compensation benefits by police officers in Lock Haven shall also apply to Heart and Lung disputes, except as provided herein.

To the extent that any dispute arises in connection with an officer's entitlement to Heart and Lung benefits or continued entitlement to benefits the officer shall

submit all medical records relevant to his or her claim. The City shall have the right to have the officer examined by a doctor of the City's choice and if the dispute persists the parties shall select an arbitrator pursuant to the grievance procedure. Upon request of either party the arbitrator shall select a physician to examine the officer. All reasonable efforts shall be made to close the arbitration record within 120 days of the appointment of the arbitrator.

ARTICLE XVI

HOSPITALIZATION AND MEDICAL INSURANCE DRUG AND EYE CARE EXPENSES

Section 16.01. The Employer agrees to pay the premium, except as specified in Section 16.08, for each eligible police officer on the active payroll and police officer's eligible dependents of a group hospital and medical service plan (insurance carrier to be selected by the Employer) having benefits equal to Blue Cross PPO Plan No. 716482.

City shall have the right to change carriers or plans provided coverage is on balance equal to or better than the existing coverage.

Section 16.02. New police officers shall be eligible for insurance coverage ~~as of within sixty (60) days from~~ their date of hire.

Section 16.03. The insurance coverage shall terminate at the end of the policy month in which the police officer's active employment with the Employer ends.

Section 16.04. The hospitalization, medical service and dental plans are forms of contracts between the Employer and the insurance carrier. No dispute over a claim for any benefits extended by the hospitalization, medical service and dental plans shall be subject to the grievance procedure established in this collective bargaining agreement.

Section 16.05. It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability of any police officer claiming under any of the benefits extended by the hospitalization, medical service and dental plans. It is agreed that the Employer's liability shall be limited to the payment of premium as stated above.

Section 16.06. The City will have an annual obligation to reimburse a member for prescription drug, ~~and prescription~~ eye care **and health-related** expenses for the Officer and dependents **and for the purchase of clothing (style and color of uniform to be purchased and approved by the City)** in a total amount not to exceed **Nine**

Hundred Dollars (\$900). It is the obligation of the Officer to present appropriate receipts as required by the City in order to obtain a reimbursement for prescription drug, ~~or~~ ~~prescription~~ eye care, **health care or clothing** expenses. Coverage shall begin within sixty (60) days from the date of hire for a new officer, and shall terminate at the end of the month in which the police officer's active employment with the City ends.

Section 16.07. With thirty (30) days written notice, the City shall have the right, but not the obligation, to change health care plans and/or providers where the benefits are substantially similar to those benefits which are currently in effect. The parties acknowledge that “substantially similar to” refers to every particular aspect of the new coverage, but does not prevent, or require, the City from self-insuring for one or more components of the coverage. Upon switching health care plans, the City shall be responsible for any increases in doctors’ visit co-pays and prescription co-pays that result from switching to a new plan.”

Section 16.08. Each employee covered by this contract will contribute towards the monthly premium cost for hospital, medical, and dental service in accordance with the following:

<u>Year</u>	<u>Type of Coverage</u>	<u>Monthly Contribution</u>
Year 1 (2014)	Individual	6% of Premium
	All Others	6% of Premium
Year 2 (2015)	Individual	4 1/2% of Premium
	All Others	4 1/2% of Premium
Year 3 (2016)	Individual	5.0% of Premium
	All Others	5.0% of Premium
Year 4 (2017)	Individual	5.75% of Premium
	All Others	5.75% of Premium

ARTICLE XVII

POST-RETIREMENT HEALTH CARE

Section 17.01. The City "shall provide each member, monthly, upon the latter of attaining age fifty (50) or retiring from active service as a police officer after a minimum of twenty (20) years of service, an amount equal to a portion of the premium of a policy which pays benefits in the form of hospital bills, applicable to the retiree himself. It

shall be the duty of the retiree to show proof to the treasurer that such a policy is in effect, and upon termination of such policy, for any reason, such payment shall cease. The coverage (for which the City shall be required to pay its portion) shall be comparable to the coverage provided by the City to full-time employees." When a retired member becomes eligible for Medicare, this coverage shall terminate and the City shall provide "65 Special" or a comparable Medicare supplement with the City responsible for a portion of the premium costs. The parties wish to make it clear that the City is not obligated to make such payments to a former employee who is otherwise covered to a degree "comparable to the coverage provided by the City to full-time employees", where the employee has such coverage without cost to the former employee. The City's obligation is only to pay a portion of necessary out-of-pocket, proven costs required to provide/obtain the benefit as described above. For current officers and officers hired after the effective date of this contract, the retired officer will pay \$40.00 (Forty Dollars) per month towards actual health care premium costs. The City's portion of the premium shall be the balance of the total premium less the retiree's \$40.00 contribution.

ARTICLE XVIII

PHYSICAL FITNESS

Section 18.01. The City and the police officers will each pay one-half (1/2) of the membership fee for a fitness center for any officer who wishes to become an active member of the center. Memberships shall be executed on an annual basis. One center will be chosen by the Association for all memberships, and such choice shall be changed only upon renewal of the annual memberships. To the extent practicable, a fitness center located within the City of Lock Haven shall be given preference. Officers must attend the fitness center once per month if the City purchases the membership. If the officer does not attend at least once in any month, the officer will be required to pay the full membership for that month.

The officer's share of the fees will be deducted from the officer's pay on a monthly basis, and full payment shall be made to the center by the City.

ARTICLE XIX

LIFE INSURANCE

Section 19.01. The City agrees to pay the premium for a group term life insurance policy in the amount of Fifty Thousand Dollars (\$50,000.00) for each eligible

police officer.

Section 19.02. New police officers shall be eligible for insurance coverage within sixty (60) days from the date of hire.

Section 19.03. The insurance coverage shall terminate at the end of the policy month in which the police officer's active employment with the Employer ends.

Section 19.04. The group term life insurance is a contract between the City and the insurance carrier. No dispute over a claim for life insurance will be subject to the grievance procedure established in this collective bargaining agreement.

Section 19.05. It is agreed and understood that the Employer does not accept or is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability for payment of life insurance. It is agreed that the Employer's liability shall be limited to the payment of premium.

ARTICLE XX

BEREAVEMENT

Section 20.01. All employees who are excused from work because of death in their immediate family for the purpose of making arrangements for and attending the funeral of such members of their immediate family shall be paid at the regular rate of pay for the day of death to the day following the funeral, inclusive. Pay will be allowed only for regularly scheduled workdays within the period on the following schedule:

<u>Relationship</u>	<u>Days</u>
Parents or stepparents	5
Spouse, children or stepchildren	5
Sisters, brothers, stepsisters or stepbrothers	3
Father-in-law, mother-in-law	
Grandparents or Grandchildren	3
Step grandchild	3
Son/daughter-in-law	3
Brother/sister-in-law	3
Grandparent-in-law	3
Step-grandparent	3

<u>Relationship</u>	<u>Days</u>
Any relative residing in the employee's Household	3
Aunt/uncle	1
Great-grandparent	1

Section 20.02. The employee immediately upon return to work shall, upon request, present to the Employer a certificate from the Funeral Director evidencing his attendance at the funeral.

ARTICLE XXI

ASSOCIATION REPRESENTATIVE

Section 21.01. Association representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises after being granted permission by the Employer. Such permission shall not be unreasonably withheld.

ARTICLE XXII

PENSION

Section 22.01. The Employer agrees to continue the present Police Pension Fund for all full-time police officers who are covered by this Agreement, in accordance with Chapter I, Part 8(A) of the Codification of Ordinances adopted February 24, 2003, as amended through January 9, 2006 and as amended by any conditions negotiated as part of this contract.

Section 22.02. Beginning on January 1, 2012, each employee covered by this contract will contribute towards the Police Pension Fund in the amount of one percent (1%) of his total W-2 salary. This contribution will be withheld as a payroll deduction and deposited directly into the Police Pension Fund. This contribution is in addition to any contribution for any other benefits paid under the Pension Fund, including Widow & Spouse benefits and Longevity benefits.

Section 22.03. Retirement shall be mandatory for all personnel who shall have attained the age of sixty-five (65) who are covered by this contract. Retirement shall occur on or before December 31 of the calendar year in which the employee reaches his 65th birthday.

ARTICLE XXIII

LEAVES OF ABSENCE

Section 23.01. Leaves of absence without pay or other benefits hereunder may be granted by the Employer at the request of the employee, for good cause. Falsification of the reason for a leave of absence shall be grounds for discharge. Employees accepting employment elsewhere during such leave shall be considered to have quit without notice.

The employee shall make a written request stating the reason for the leave of absence and the Employer's granting of such leave shall be in writing. No leave of absence shall be for more than thirty (30) days which can be renewed for an additional thirty (30) days if the cause is good and the Employer grants the request.

Section 23.02. Employees who have entered or who hereafter shall enter the Armed Forces of the United States shall be entitled to reinstatement to the extent and under the circumstances that reinstatement may be required under the applicable laws of the United States.

Section 23.03. Female employees, in cases of maternity, shall have the right to receive a leave of absence up to six (6) months as they may choose. Such leave of absence must be applied for and approved in writing by the Employer prior to the leave of absence. Upon request of the employee in writing and at the sole discretion of the Employer, maternity leave may, for good cause, be extended for a period not to exceed six (6) months. In no case may the total leave exceed twelve (12) months.

Section 23.04. Requests for leaves of absence shall be addressed in accordance with the appropriate provisions of the Family Medical Leave Act (FMLA).

ARTICLE XXIV

BULLETIN BOARD

Section 24.01. The Employer agrees to provide space on bulletin boards to the Association for the announcement of meetings, election of Association officers and other material relating to Association business.

Section 24.02. The Association shall not post material detrimental to the

labor/management relationship or of a political or controversial nature.

ARTICLE XXV

LABOR/MANAGEMENT MEETINGS

Section 25.01. The Association may appoint up to three (3) persons on a committee to meet at mutually agreed times and places with representatives of the Employer to confer on "meet and discuss" matters. City Council may also be present. Such meetings may be initiated by either party and the agenda shall be in writing specifying the items to be discussed.

Section 25.02. Safety, health and shift scheduling may be a part of these discussions.

ARTICLE XXVI

EQUIPMENT

Section 26.01. The City shall provide each police officer with the following items:

- (1) Gun
- (2) Ammunition (amount necessary for the performance of his duty as determined by the City)
- ~~(3) Clothing allowance up to \$350.00 per year (style and color of uniform to be purchased and approved by the City).~~

Section 26.02. The City agrees to pay the cost of cleaning of a police officer's uniform or civilian clothing required to be used in the performance of duty in the form of one contract to be let by the City.

Section 26.03. Basic issues of clothing and equipment shall be as follows:

- (a) The City will provide the following uniform clothing, in new and/or serviceable condition, to all newly hired officers within 30 days of their date of hire:

Trousers	1 pair dress trousers, 3 pair BDU trousers.
Shirts	4 long sleeve, 4 short sleeve.

Footwear	1 pair boots, 1 pair shoes.
Hats	1 barracks cover, 1 winter “trooper” cover, 1 rain cover.
Coats	1 long winter with liner, 1 short coat with liner, 1 raincoat.
Sweaters	1
Cool Shirts	3 if the officer elects to wear a bulletproof vest.
Flashlight	1

- (b) The City will provide all officers leather gear that is required as part of the duty uniform and will replace any gear that needs replaced at no cost to the officer. All newly hired officers will receive a complete leather gear issue and also a briefcase.

Section 26.04. The initial cost of any new item of clothing required by the City shall be paid in full by the City.

Section 26.05. Each police officer shall be responsible for the loss of City equipment or damage to his clothing caused by willful destruction or gross negligence and shall pay the City for such equipment or clothing.

Section 26.06. The City shall provide and pay for a bulletproof vest. All officers will be required to wear the vests as part of the mandatory uniform complement. The quality of vests will, at minimum, comport to Threat Level II, or at the request of the individual officer, Threat IIIA and the vest shall be replaced according to the manufacturers specifications, presently every five (5) years. The City may mandate that uniformed officers wear City provided vests while on duty.

ARTICLE XXVII

CRIMINAL DETAIL CLOTHING

Section 27.01. A police officer, required to dress in civilian clothing as a member of the Criminal Division shall, after nine (9) months’ service, be entitled to **use the annual allotment under Section 16.06 (\$900.00)** toward the purchase of clothing.

Section 27.02. The City shall pay, under one contract let by the City, for the cleaning and repair of the clothing (limited to dress trousers, dress coats, dress shirts, suits, ties and dress overcoats) used in the performance of duty by officers assigned to the criminal investigation detail. This entitlement shall not be in addition to that under Section

26.02.

Section 27.03. Police officers, upon retirement, may keep their civilian clothing.

ARTICLE XXVIII

IN-SERVICE TRAINING

Section 28.01. In-service training shall continue as heretofore except that every effort shall be made to schedule such training as working time. If it is not possible to schedule such training as working time, the police officer may choose whether he wishes to take said training on his own time or not. Courses of study for professional development shall be authorized by the City. No overtime compensation shall be paid for time which includes time spent in such training.

ARTICLE XXIX

OUTSIDE EMPLOYMENT

Section 29.01. Police officers, whose primary employment is with the City of Lock Haven, are prohibited from engaging in any outside, secondary employment which may in any way hinder their objective and impartial performance of their public duties, bring embarrassment to the City or impair their efficiency to perform these duties.

Police officers currently having secondary, outside employment shall disclose the nature and hours of their secondary, outside employment to the City. Police officers desiring to acquire secondary, outside employment shall disclose to the City, in advance, the nature and hours of such secondary, outside employment.

Police officers engaged in any such secondary, outside employment agree to make themselves available to the City for "immediate recall" in the case of exigent circumstances.

Because of the nature of the duties of professional police officers, the following areas of employment are specifically prohibited as secondary, outside employment:

- Employment in any business, in any capacity, licensed by the

Pennsylvania Liquor Control Board;

- Employment in any business where alcoholic beverages are served, dispensed or consumed; law enforcement training exempted;
- Employment in any business, in any capacity, involving the sale, manufacture or distribution of sexually explicit materials, or portrayals of sexual acts;
- Employment in any capacity in any gaming or gambling activity.

ARTICLE XXX

GRIEVANCE PROCEDURE

Section 30.01. The parties to this agreement agree that it is of the utmost importance to adjust grievances in an orderly and expeditious manner.

Section 30.02. Grievance Definition: A grievance is a dispute concerning the interpretation or application with one (1) or more provisions of this agreement, including matters of discipline. It is understood that an employee's election of the grievance procedure shall preclude collateral recourse to the civil service provisions of the Third Class City Code.

Section 30.03. Steps in Grievance Procedure: Grievances shall be presented within ten (10) days of when the officer/Association knew, or had reason to know, of the occurrence of the alleged grievance. Any grievance filed later than ten (10) days from the alleged occurrence shall not be considered.

Section 30.04. Contents of Grievance: A grievance shall set forth: (1) the nature of the grievance, (2) the section of agreement allegedly violated, (3) the date of occurrence of alleged violation and (4) the relief sought.

Section 30.05. Grievances shall be settled in the following manner:

Step 1: The employee initiating the grievance shall present it in writing to the Chief of Police. The Chief of Police shall reply to the grievant within seven (7) working days of its presentation.

Step 2: If the grievance is not settled at Step 1, it may be referred in writing to the City Manager within seven (7) working days after the decision has been rendered in Step 1. The City Manager shall reply in writing to the grievant within seven (7) working days of its presentation. Grievant must articulate his justification and reasoning for requesting advancement of the grievance.

Step 3: If the grievance is not settled at Step 2, it may be referred in writing to City Council within twelve (12) working days after the decision has been rendered in Step 2. The City Council shall consider the grievance at the next scheduled meeting and shall reply to the grievant within twelve (12) working days of the Council meeting. Grievant must articulate his justification and reasoning for requesting advancement of the grievance.

In the event the grievance is not settled at Step 3, the Association may refer the grievance to binding arbitration for the purpose of hearing and determination of the grievance.

Section 30.06. The Arbitrator shall consider the grievance on its merits and the collective bargaining Agreement shall constitute the basis upon which the decision shall be rendered.

Section 30.07. The Arbitrator shall neither add to, subtract from nor modify the provisions of this agreement. The Arbitrator shall confine himself to the precise issues submitted for his decision and shall have no authority to determine any other issues.

Section 30.08. All the time limits contained in this article may be extended by mutual agreement.

Section 30.09. Any arbitration costs, fees or expenses shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

Section 30.10. The failure of a police officer to proceed to the next level of the grievance procedure within the time limits set forth (unless mutually waived) shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal. The failure of any of the City's representatives at any level to give his written response within the specified time limits shall automatically move the

grievance to the next step unless the time limits have been extended by mutual agreement.

Section 30.11. Any decisions in the first three (3) steps of the grievance procedures shall be applicable to that grievance only.

Section 30.12. If the Arbitrator orders back pay, then any compensation received by the grievant during the non-working period must be deducted from the back pay award.

ARTICLE XXXI

STRIKES

Section 31.01. The Association recognizes that the City must operate continuously and the police officers need to perform their work so there is no interruption of service.

Section 31.02. The Association agrees that there shall be no strikes, stoppage, slowdown, walkout, sit-down, concerted refusal to work overtime, or any other interruption of work or impeding of work or prevent or attempt to prevent the access of police officers or anyone properly having access to City facilities during the term of this contract (all of which are hereinafter referred to as "strike"). The Employer shall be under no obligation to discuss or bargain with the Association concerning police officers on strike or concerning the subject of any strike so long as the strike occurs and/or continues during the term of this contract.

Section 31.03. In the event of any such strike, the Association agrees that it will in good faith and without delay exert itself to the fullest extent to bring about a prompt termination of such strike and will insist that the police officer or police officers involved therein shall return to work. Any police officer who violates the provisions of this article shall be deemed to have neglected or violated his official duty as defined in the civil service provisions of the Third Class City Code.

ARTICLE XXXII

PAST PRACTICE

Section 32.01. All contractual terms and conditions of employment including those which have been established through the mechanism of a past practice, as

the phrase has come to be defined in arbitration case law, remain in full force and effect during the years 2018-2021, except to the extent explicitly changed, deleted, or expanded through the Act 111 of 1968 interest arbitration award.

ARTICLE XXXIII

DURATION OF AGREEMENT

Section 33.01. This agreement shall become effective on the 1st day of January, 2018 and shall remain in full force and effect through the 31st day of December, 2021. It shall automatically be renewed from year to year thereafter unless either party shall give the other party notice of desire to terminate, modify or amend this agreement. This notice shall be given in accordance with Act 111 of 1968. The parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby, have hereunto set their hands and seals this _____ day of _____, _____.

Section 33.02. Reopener – The parties to this agreement hereby agree that the relevant sections of this contract can be reopened to address a change in the police work schedule if and when the Association presents a schedule change which is cost neutral to the City.

Section 33.03. Whenever a new Agreement is executed, the City will provide a copy of the Agreement for each member of the Association within one (1) week of signing.

CITY OF LOCK HAVEN

ATTEST:

City Clerk

Mayor

LOCK HAVEN POLICE OFFICERS
ASSOCIATION

ATTEST:

Secretary

President

CITY OF LOCK HAVEN
SESSION OF 2021
RESOLUTION NO. 2021-003

**A RESOLUTION EXTENDING THE AGREEMENT WITH THE LOCK HAVEN
POLICE OFFICERS ASSOCIATION THROUGH DECEMBER 31, 2022**

WHEREAS, it is the desire of the Lock Haven Police Officers Association and the City of Lock Haven to extend the terms of the collective bargaining agreement to expire December 31, 2021 for one year; and

WHEREAS, the Lock Haven Police Officers Association has agreed to the following terms as a condition of renewal:

The salary as provided for under Article XIV for the year 2022 shall be

The average of three years' cost-of-living increase as stated by the Social Security Administration for 2020, 2021 and 2022; Or

Two percent (2%) if the average of the above is less than 2%; And

That all other provision of the agreement and memorandums of understanding in place since its adoption shall remain in place; And

WHEREAS, The City of Lock Haven is agreeable to the same terms as stated above;

NOW, THEREFORE, BE IT RESOLVED THAT Lock Haven City Council does approve the extension of the collective bargaining agreement to December 31, 2022 under the conditions stated in this document.

Resolved this 1st day of February 2021.

ATTEST:

Gregory J. Wilson, City Manager

Joel Long, Mayor