

**HARRISBURG CITY AND
FRATERNAL ORDER OF POLICE
2017 - 2020
COLLECTIVE BARGAINING
AGREEMENT**

**Section No. 8
Exhibit No. 42**

Collective Bargaining Agreement
Between
The City Of Harrisburg
And
Fraternal Order of Police
Capital City Lodge #12

2017-2020

ARTICLE I

General

Section 1: Purpose of Agreement

The City and the FOP, in order to increase the general efficiency of the Bureau of Police, hereinafter sometimes called "Police Bureau," to maintain the existing harmonious relationship between the City and its employees in the Police Bureau, and to promote the morale, rights, and well-being of the employees of the Police Bureau, hereby enter into this Agreement.

Section 2: Public Employees

The Police Bureau and the individual members of the FOP are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE II

Union Recognition

The City hereby recognizes the FOP as the sole and exclusive representative of all members of the Police Bureau, excepting the Police Chief and Officers with the rank of Captain or higher (including FOP members and non-members), for the purposes of bargaining with respect to wages, hours of work, and working conditions. The bargaining unit shall consist of all members of the Police Bureau for whom the FOP is the exclusive bargaining agent.

ARTICLE III

Term of Agreement

The term of this Agreement shall begin on January 1, 2017, and shall end on December 31, 2020.

ARTICLE IV

Union Security

All members who do not become FOP members after January 1, 1989, shall, as a condition of employment, pay to the FOP each month a service charge as a contribution toward administration of this Collective Bargaining Agreement, an amount equal to the regular monthly dues and assessments of the FOP. Upon failure to pay the charge, the employer shall discharge the member when advised by the FOP.

The FOP shall indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of the action taken or not taken by the City under the provisions of this Article.

ARTICLE V

Check Off

Upon the written authorization of any employee in the bargaining unit, whether a member of the FOP or otherwise, the City agrees to deduct from the wages of such employee the sum certified by the FOP as initiation fees, assessments, and monthly FOP dues when the employee is a member of the FOP but is obligated to make payment of a service charge to the FOP as provided in this Agreement a sum equal to monthly FOP dues; and City agrees, at regular intervals, not less

frequently than quarterly, to deliver the total sum thus withheld to the duly authorized FOP treasurer. If any employee, at the time of the payment of wages to him, does not have sufficient wages coming to him to pay the full amount of the check-off assignment due at that time, no amount shall be withheld from the employee for that pay period. The FOP agrees to indemnify and hold harmless the City of and from any and all claims, suits, or actions which may be filed against the City by any employee claiming illegal unauthorized or improper check-off or withholding of FOP dues or other charges.

ARTICLE VI

Probationary Period

Section 1: Duration

All newly-sworn employees in the Bargaining Unit shall serve a probationary period of twelve (12) months of active duty after certification is completed under the Municipal Police Officers training Act, Act 120, and the Field Training Officer program, during which time they shall not be entitled to any seniority, tenure or right to file a grievance related to termination, but during such period, such new employee shall be subject to all other terms and conditions of this Agreement. For the purposes of this section active duty shall not include light duty assignments, Leave with or without pay for any reason which is in excess of leave granted by the terms of this Agreement shall not be counted toward fulfillment of the probationary period. In instances where an employee is on light duty or uses leave in excess of that granted by the terms of this Agreement, the probationary period will be extended until the employee completes twelve (12) months of active duty. Upon completion of the probationary period, employee shall be known as a permanent employee, and seniority rights shall accrue from the commencement of the probationary period and shall be considered a part of such employee's time.

Section 2: Contributions

Contributions to the pension fund will commence from the date on which the officer is sworn in and such date will become the retirement eligibility date.

Section 3: On-Boarding

Any new officer who leaves for another police position prior to reaching their five year anniversary date with the Harrisburg Police Bureau must reimburse the City five-thousand dollars (\$5,000.00) as liquidated damages for reimbursement for all training fees and other fees associated with new hires. If any new officer leaves the City for a non-police related position prior to reaching their five year anniversary date with the Harrisburg Police Bureau, the officer will reimburse the City one-thousand dollars (\$1,000.00) per year for each year of service with the City up to a maximum of five-thousand dollars (\$5,000.00).

ARTICLE VII

Seniority

Section 1: Seniority List

There shall be established by the Director of Public Safety and the Police Chief within the Police Bureau, a seniority list comprised of all employees in the bargaining unit, which shall be maintained at all times on a current basis, and shall be posted each year from January 1 until January 31, in each police station headquarters and on the radio room notice boards in conspicuous places, and a copy thereof shall be mailed to the Secretary of the FOP. Objections to the seniority list at any time shall be reported to the Director of Public Safety and the Police Chief within ten (10) days after it shall have been determined that such objection exists, or, in any event, on or before February 15 of each

year, or said seniority list shall stand as determined, or as posted.

Section 2: Commencement and Duration of Seniority

Seniority rights shall be determined as of the date of commencement of the probationary period, as set forth in this Agreement, and, with respect to employees whose employment commenced on the same date, in accordance with the civil service rankings of such employees. Employees who have been granted leaves of absence for military duty, for education or other instruction in connection with their duties as employees in the Police Bureau, or for illness or accident, and who then return to active duty in the Police Bureau will be credited with time of such leave of absence toward seniority rights and their seniority shall be determined from the date of their original commencement of employment in the bargaining unit. A member of the bargaining unit who resigns or whose employment in the Police Bureau is terminated for any reason other than that set forth above, and who thereafter is re-employed in the Police Bureau, shall lose seniority rights accrued to the date of termination of employment, and the seniority of any such employee shall be determined as of the date of re-employment in the Police Bureau, provided, however, that this Section shall not apply to other Leaves of Absence covered by Article XV, Section 2.

ARTICLE VIII

Compensation for Economic Fringe Benefits

Section 1: Salaries

Salaries for the established work week of forty (40) hours, including meal period of one-half (1/2) hour each day, shall be as follows:

- A) For all members in the Union when the Contract is signed, a signing bonus of \$1,500 per year for the first three years payable as follows: in 2017 on or before sixty (60) days after ratification; January 31, 2018; January 31, 2019. The following salary increases on base wages shall be implemented during the term January 1, 2017 through December 31, 2020 as follows:

January 1, 2017	0.5%
July 1, 2017	0.5% (total 1% for 2017);
January 1, 2018	0.5%;
July 1, 2018	0.5% (total 1% for 2018);
January 1, 2019	1.0%
January 1, 2020	1.0%

	01/01/2017	01/01/2018	01/01/2019	01/01/2020	
Police Officer III					100%
Police Officer II					85%
Police Officer I					80%
Police Officer Trainee					75%

The Trainee rate of pay shall apply from date of employment through the end of the Field Training Officer Program. Upon satisfactory completion of the Field Training Officer Program, an officer shall be paid at the Police Officer I Rate through the Probationary Period set forth in Article VI. Upon satisfactory completion of the Probationary Period, the officer shall be paid at the Police Officer II rate for 12 months, and then shall move to the Police Officer III rate for 12 months thereafter.

Section 2: Overtime

Overtime shall be paid for all hours in excess of eight (8) hours per day or forty (40) hours per week. A work day is defined as eight (8) consecutive hours including one-half (1/2) hour paid lunch.

Employees may be required to work assigned hours in excess of forty (40) hours per week. Employees shall be paid one and one-half (1 1/2) times the straight time rate for all hours worked in excess of forty (40) hours in any week. For the purpose of determining overtime hours, time off for reasons authorized elsewhere in the Agreement (including, but not limited to, holidays and sick leave) shall be counted as time worked.

If an employee is required to work overtime for four (4) consecutive hours, at the expiration of the fourth hour, each employee shall receive the sum of seven dollars (\$7.00) as a meal allowance.

Section 3: Vacations

Employees with less than one (1) year of service shall, during the term of this Agreement, be entitled to vacations of ten (10) working days per year. The following schedule shall apply to employees hired prior to January 1, 2013 with more than one (1) year of service:

Start of 2nd year to end of 5th year:	16 working days
Start of 6th year to end of 10th year:	19 working days
Start of 11th year to end of 15th year:	22 working days
Start of 16th year to end of 20th year:	25 working days
Start of 21st year and beyond:	30 working days

The following schedule shall apply to employees hired on or after January 1, 2013 with more than one (1) year of service:

Start of 2nd year to end of 5th year:	16 working days
Start of 6th year to end of 10th year:	19 working days
Start of 11th year and beyond:	22 working days

Vacation shall be selected in the following manner:

- A) The maximum number of days that shall be taken in multiples of five (5) at a time shall be fifteen (15). Selection of the five day multiples shall take priority and shall be done on the basis of seniority. After the selection of five day multiples has been exhausted, selection of single days or more shall be considered (V) days and may be taken one day at a time or in higher multiples.
- B) The Commanding Officers of all Divisions shall determine the minimum manpower level needed so that adequate protection of the City may be maintained. Based upon this manpower level, all vacation time shall be taken by seniority time and rank.
- C) The City and FOP agree to establish a committee to review minimum manpower requirements. The City and FOP shall meet and discuss minimum manpower levels and recommendations shall be submitted to the Chief of Police, relative to minimum manpower levels. The Chief of Police shall have final authority to implement minimum manpower levels as he/she deems appropriate. Officers in Charge above the rank of Corporal are authorized to hold-over or call-out staff as needed to maintain sufficient manpower levels. If a Corporal acting in the capacity of Officer in Charge believes it necessary to hold-over or call out staff, he/she must obtain authorization to do so from the Duty Commander.

- D) All five (5) day multiples must be selected by December 31st of the preceding year, and thereafter all single or other multiple day selections including "H" days must be made by August 31st of the current year. Any personnel not following this procedure shall have their days picked by supervisory personnel. The provisions of this paragraph apply only to vacation ("V-day") and holiday ("H-day") leave; these provisions do not apply to Personal ("P-day") leave.
- E) Vacation carryover must be approved by the Chief of Police 30 days prior to the end of the calendar year. Maximum carryover shall be 30 days.
- F) Vacations shall begin immediately after the Officer's regularly scheduled days off.
- G) Upon separation of employment, vacation leave shall be prorated based upon the employee's anniversary date.

Section 4: Holidays and Personal Days

Each employee shall be entitled to fourteen (14) holidays during the term of this Agreement. If an employee in the bargaining unit is required to work on New Year's Day, Easter, Memorial Day, July Fourth, Labor Day, Thanksgiving Day or Christmas Day, the employee shall be entitled to one (1) compensatory day off to be taken sometime during the calendar month in which the holiday falls.

Each officer will have their own birthday as an additional holiday which must be taken on the actual date of their birthday in conformance with their regular schedule. This day cannot be traded. When this day falls on a regular day off, it shall be taken the next scheduled work day.

The remaining six (6) holidays shall be considered as "H" days and shall be taken on a first come first served basis, regardless of seniority, and may not be revoked by management. "H" days may only be selected after vacation selection is completed and is subject to manpower needs as determined by management.

Each employee in the Bargaining Unit during the term of this Agreement shall be entitled to three (3) personal days with said days to be taken at the employee's discretion during the year, subject to management's responsibility to maintain an efficient operation. If management determines that it is necessary to limit the number of employees on personal leave at the same time, the employee first requesting such leave shall be given a choice of personal leave in the event of any conflict in selection. Requests for emergency personal leave will be granted at any time with the understanding that an employee may be required to substantiate the emergency nature of the request and further, that it may be necessary in order to accommodate the emergency to reschedule requests of other employees for personal leave.

Upon separation of employment, holidays and personal days shall be prorated as follows:

First Quarter:	Holidays 1 ½ days, personal days ¾ days
Second Quarter:	Holidays 3 days, personal days 1 ½ days
Third Quarter:	Holidays 4 ½ days, personal days 2 ¼ days
Fourth Quarter:	Holidays 6 days, personal days 3 days

Section 5: Separation Pay

Payment of separation leave pay in accordance with Article IX Section 3 Sick Leave Subsection (I) will be made by the City within thirty (30) days after the date of retirement or separation of such employee. In the event of the death of any employee prior to retirement or separation, the widow/widower or estate of such employee shall be entitled to receive such terminal leave pay as would have been due to such employee had he/she retired or been separated at the date of death.

Section 6: Recall to Duty

Employees recalled to duty at times when they are not regularly on duty shall be paid at time and a half pay for the actual hours worked at such times, but not less than four hours' pay at time and one-half; provided, however, that telephone conversations on work-related and/or litigation-related matters shall not be deemed a recall to duty, and officers shall be paid for the actual length of the telephone call at time and one-half

Section 7: Drill, Schooling, Court Time, and Telephone Standby Time

Whenever an employee is directed by the Police Chief or Director of Public Safety to attend any drill or schooling during off-duty hours, he shall be compensated by equal compensatory time or pay, not less than two (2) hours. Dependent upon manpower needs, management may elect to change days off to accommodate training.

Time necessarily spent by members of the Police Bureau in court of any kind (including Magistrate's Court) shall be considered time on duty for which said employee shall receive pay at the applicable rate; and when said time is during off-duty hours, a minimum of two (2) hours pay at such rates shall be paid. In light of the foregoing and the recommendation set forth at WF15 in the City's Act 47 Recovery Plan, the parties hereto agree that the City and the FOP will meet and negotiate mutually agreed upon changes and strategies which will permit the City to reduce the amount of court-related overtime payments made to employees. **This provision no longer requires action from the City or the FOP. The provision was in effect for the duration of the previous contract from January 1, 2013 until December 31, 2016, and is preserved in this contract for historical purposes only.**

Whenever any employee is directed by the Police Chief or his/her designee to be on telephone standby, such employee shall receive one-half (1/2) his/her regular rate of pay for each hour, but not less than the equivalent of three (3) hours of regular pay.

Section 8: Longevity Pay

During the term of this Agreement, each employee shall receive longevity, in addition to all other compensation, at the rate of one (1) percent of his base pay for each year of service after the employee's third year of service up to a maximum of twelve (12%) percent through 12/31/01, up to a maximum of 13% beginning 01/01/02, subject however to the following:

Employees who were eligible for and receiving longevity as of October 24, 2013 shall have their longevity payment frozen at the current rate through December 31, 2016. Employees hired on or prior to December 31, 2012, who were not receiving longevity as of October 24, 2013 shall not be paid longevity during the term of this Agreement. Longevity pay shall not be paid to employees hired on or after January 1, 2013.

Section 9: Medical and Hospital Insurance

The City shall provide health care coverage for each employee and the members of his immediate family in accordance with the following:

- A) The base healthcare plan provided to all active employees shall be Select PPO Blue 100%. The City shall eliminate entirely the co-insurance in effect from 2014-2016.
- B) Effective upon ratification of this Collective Bargaining Agreement Contract, all current employees shall contribute to the premium cost by way of salary share for the costs of medical and hospital insurance in accordance with the following schedule, which is based on the percentage of base salary earned by a 6-year patrol officer:

Coverage	Percentage of base salary effective 2017-2020
Single Coverage	2.5%
2 Person Coverage	4.5%
3 Person Coverage	5.5%
4 or more Persons Coverage	6.5%

All of the foregoing health care changes will occur no later than sixty (60) days after ratification of the collective bargaining agreement.

- C) Prescription co-payments for all employees shall be as follows for the term of this Agreement:
 - Generic: \$25
 - Brand Restricted: \$50
 - Brand: \$75

Where and when available, employees shall be required to purchase generic prescriptions and shall be required to select mail order delivery.

- D) Beginning with the calendar year commencing January 1, 2015, if the City's increases in its medical and health insurance COBRA rates exceed six percent (6%) over the prior year's rates, the City and the FOP shall negotiation changes in the design of the health care plans to reduce the amount of the City's increases in its share of the costs of monthly contributions. For purposes of calculating increase in costs, the COBRA rates established by the City's third party administrator(s) shall be used, and the annual increase shall be determined based on the effective date of the plan year. In calculating the six percent (6%) increase, the percentage shall be based on the amount paid by the City and shall not include employee contributions. In the event the City and the FOP are unable to reach agreement on plan design changes, the plan design changes shall be subject to an expedited interest arbitration procedure. Either party may request the expedited interest arbitration procedure. Either party may request the appointment of a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on the issue, shall be issued within forty-five (45) calendar days of the notice of submission to arbitration. **This provision no longer requires action from the City or the FOP. The provision was in effect for the duration of the previous contract from January 1, 2013 until December 31, 2016, and is preserved in this contract for historical purposes only.**

- E) During the term of the Second Amendment (expiring on December 31, 2016) agreement, the City may at any time change the base health care plan provided hereunder to PEBTF coverage. In the event the City elects to change to PEBTF coverage, the base year for calculating cost increases in health care costs which exceed 6% shall be reset to the plan year in which the change is made to PEBTF coverage. **This provision no longer requires action from the City or the FOP. The provision was in effect for the duration of the previous contract from January 1, 2013 until December 31, 2016, and is preserved in this contract for historical purposes only.**
- F) The current dental coverage at 100% UCR, plus three riders with orthodontic coverage limited to \$2,500 lifetime maximum per person, will be provided by UCCI;
- G) The current vision coverage will be provided by National Vision Association, LLC for the life of this contract;
- H) If a police officer dies in the line of duty, his or her surviving spouse shall receive the health care coverage under the same medical and health plans (including vision, dental and/or prescription drugs) provided to active employees at the City's expense for the remainder of his/her life or until he/she remarries. The officer's children shall receive these same benefits until the age of eighteen (18) or until the age of twenty-two (22) if they are full-time college students unless the surviving spouse remarries. All conditions and restrictions applied to current employees, such as co-payment amounts, prescription restrictions or changes in plan design or coverage, shall be applied to such surviving spouse and dependent children receiving medical and health plan coverage; and
- I) The City shall, at its option, enroll in Highmark Blue Shield's pre-certification program.

Employees who document to the City that they are adequately covered by other health insurance may, upon such documentation and written request to the City, opt to receive an annual payment during the first pay of December in lieu of health coverage as set forth herein. The annual payment shall be subject to taxes and other usual payroll deductions and shall be placed in a separate check reflecting a payment of \$50 per month for each month the employee elected to forego health care coverage as set forth herein during the preceding calendar year. Employees may re-enroll in the City's health insurance plan by giving the City thirty (30) days' advance written notice, provided that once an employee re-enrolls, he/she may not opt to withdraw again prior to the end of the then current contract year.

All police officers retired prior to January 1, 1987, shall be permitted to participate in the City's group medical coverage at the City's expense. Such participation shall cease when the retired officer qualifies for Medicare and Medicaid benefits.

All police officers hired prior to January 1, 1987 and retiring subsequent to January 1, 1987, who have completed twenty (20) years of actual service shall continue to participate in the City's group health insurance (including family coverage) in effect at the time of retirement at the City's expense provided that the retired employee or his/her spouse does not have alternative health care coverage in the following six areas: (a) physician services, (b) hospital services, (c) major medical, (d) dental, (e) vision, (f) prescription. In those areas where alternative health care coverage is available, the City

shall not be required to provide coverage in those areas. Such participation, where provided, shall cease when the retired officer qualifies for Medicare and Medicaid benefits.

All police officers hired subsequent to January 1, 1987, shall have the applicable health care coverage in effect as of the date of their retirement continued at the City's expense (including family coverage) where such officer retires and collects a City pension under the City's Police Pension Plan supplemental health care coverage, now known as Signature 65, for all officers and spouses qualifying, receiving or eligible for Medicare coverage.

Effective August 1, 2006, police officers who retire and collect a City pension benefit may choose from among the health care coverages in effect for police officers at the time they begin to collect a pension benefit. Any police officer hired prior to January 1, 1987, who retires prior to January 1, 2008, shall receive City-sponsored health care if they vest, regardless of whether or not they collect a pension benefit. Any officer hired prior to January 1, 1987, who does not retire prior to January 1, 2008, shall be treated the same as officers hired after January 1, 1987, which means that health care coverage will not be provided for police officers between the time they vest and the time they begin to collect a pension benefit.

Notwithstanding the provisions above, effective upon ratification of the Second Amendment, all current employees (defined for purposes of this provision as those hired prior to the ratification date) who retire thereafter, shall receive post-retirement health care in accordance with the following conditions and limitations:

- (a) Retirees and their dependents shall receive post-retirement health care coverage under the same health plan provided to active employees, which coverage may be modified to the extent the coverage for active employees is modified. All conditions and restrictions applied to current employees, such as co-payment amounts, prescription restrictions or changes in plan design or coverage, shall be applied to retirees receiving post-retirement health care coverage.
- (b) In order to be and remain eligible to receive post-retirement health care coverage, retirees must be receiving their pension benefit and must remit a percentage of their pension in accordance with the following table. The remittances shall be paid monthly in advance by direct deduction from the pension payments and direct payment to the City; retirees shall sign all necessary paperwork to permit such direct deductions and payments; provided, further, that if such direct deductions and payments from the pension payments are not authorized as required by law then the parties shall negotiate another method to guarantee payment.

<u>Coverage Type</u>	<u>% Pension Contribution</u>
Single	2%
2 Person	3%
3 Persons	4%
4 or more Persons	5%

- (c) Retirees must meet all current eligibility and other requirements set forth above. All conditions and restrictions set forth above shall continue to apply.
- (d) Retirees and their dependents shall not be eligible for post-retirement healthcare benefits if

the retiree or dependent has available health insurance coverage elsewhere at a reasonably comparable benefit level and at the same or lower cost, including for example available coverage through a spouse or other employer.

- (e) Retirees and their dependents shall be entitled to receive post-retirement health care under this Agreement only until the date said retiree reaches the age of Medicare eligibility. Following the attainment of Medicare eligibility, retirees shall be entitled to receive only cash reimbursement in an amount not to exceed \$250 per month for supplemental insurance purchased by the retiree, increasing up to a maximum of \$350 per month reimbursement under the following schedule:

2017	\$260
2018	\$270
2019	\$280
2020	\$290
2021	\$300
2022	\$310
2023	\$320
2024	\$330
2025	\$340
2026	\$350

The post-retirement health care benefits provided in this Section shall apply only to those police officers hired prior to the ratification of the Second Amendment on October 24, 2013. All police officers hired after the ratification of the Second Amendment shall not be eligible to receive post-retirement health care benefits.

Section 10: Life Insurance

The City agrees to pay one hundred (100) percent of the premium costs for life insurance for each active member of the Police Bureau in the amount of eighty thousand dollars (\$80,000), plus double indemnity. Upon retirement, the City shall provide and pay for a \$5,000 term life insurance policy. A certificate evidencing such policy shall be given to each retiree upon retirement.

Section 11: Shift Differential and Pay Differential

Effective with the ratification of the Second Amendment, employees shall not receive shift differential premium payments.

Detective positions shall be filled by officers who have participated in a Career Development Program within the Criminal Investigation Division (CID). Selection will be made from among the three highest scores as determined by the total number of points accumulated from: the Officer's most recent evaluation prior to beginning a Career Development Program, the Officer's evaluation completed during the Officer's participation in a Career Development Program, and the oral interview with the Commanding Officer of the CID, the Lieutenant from the CID, the Deputy Chief and two independent interviewers selected from law enforcement personnel from outside jurisdictions. All officers wishing to participate in a Career Development Program will have the opportunity to do so.

Whenever such a position is to be filled, the City shall notify all permanent officers with two (2) or more years of service as Patrol Officers, who have participated in a Career Development Program within the Criminal Investigation Division of said vacancy whether or not they wish to be considered for such position. Officers assigned to the Detective position may be removed at any time for just cause.

Effective with the ratification of the Second Amendment, employees newly assigned to an Investigator position shall receive a differential at a rate of an additional 1% per year added to the base wage for each of the first 5 years of service in the position of investigator up to a total of a 5% differential, which will then equal the differential for corporals and detectives, as shown on the attached pay schedules.

Section 12: Clothing, Maintenance and Ammunition Allowance

- A. Effective January 1, 2013, the initial clothing allowance for a new employee shall be for a period of three (3) years, after the first two years, the employee a check in the amount of Six Hundred dollars (\$600.00).
- B. In addition, an officer will be granted three hundred twenty-five dollars (\$325.00) maintenance allowance per year. Said allowance shall be paid the officers by April 30 of said year. The maintenance allowance shall be eliminated effective January 1, 2014. The City shall replace any items of official equipment which are damaged or destroyed in the "line of duty." In addition to the above, the City shall reimburse an officer for any "personal" property damaged in the "line of duty" up to a maximum of \$100 per item. **This provision no longer requires action from the City or the FOP. The provision was in effect for the duration of the previous contract from January 1, 2013 until December 31, 2016, and is preserved in this contract for historical purposes only.**
- C. In addition, the City shall provide to each employee one (1) box of factory loaded ammunition for target practice or an equal retail value in cash. Said ammunition or retail value shall be provided by June 30 of each year. The City shall also provide sufficient ammunition to fire one qualifying round (maximum one (1) box).
- D. The FOP, along with the City, shall meet and discuss the uniform and equipment list provided to all employees. The Chief of Police shall have final authority regarding the uniform and equipment list.
- E. Employees may purchase through the City supplier an off-duty weapon approved by the Chief of Police provided that the payment, including all applicable taxes, for such weapon shall be made by the Employee in advance.
- F. A joint committee shall be maintained to cover uniform changes to equipment and any other items that are required for safety and health.
- G. A police range shall be made available on a monthly basis of two days per month for continuous firearms education as a result of MPOETC.
- H. New employees shall be equipped with all uniforms and all necessary items prior to completion of the FTO Program.

Section 13: Liability Coverage

The City shall provide police liability coverage during the term of this agreement which will cover all members of the Bureau of Police who are named as defendants in lawsuits as a result of actions in the performance of their duties for the City. Such coverage shall extend to all activities performed on the City's behalf and while engaged in external employment through and paid by the City.

Section 14: Parking

Parking shall be provided to each officer within three (3) blocks of Police Headquarters at no more than the current rate of eight dollars (\$8.00) per month. City Island may be designated as a parking area. In the event City Island is designated as a parking area and it becomes unsuitable because of a flood or special event, the City will provide alternate parking facilities at no additional cost.

Section 15: College Credit Compensation

Each member of the bargaining unit who successfully completes college level courses, either before or during his service as a police officer, shall be paid one hundred dollars (\$100.00) per year for each sixty (60) credit hours successfully completed. The credits in question must be police related, which includes any courses in sociology and psychology.

Each member of the Bargaining Unit who successfully obtains a college degree from an accredited institution of higher learning shall receive, in addition to all other compensation, the following incentive pay annually:

<u>Type of Degree</u>	<u>Incentive Pay</u>
Masters Degree	\$300.00
Doctorate Degree	\$400.00

The degree in question must be in a police-related field, which shall include sociology and psychology.

Section 16: Classification

When an employee is temporarily assigned the duties of a higher rank for more than twenty (20) working days in any year, then the employee shall receive pay at the higher rank for all days worked in that higher rank. However, the City may temporarily assign Patrol Officers and Corporals to the position of the Criminal Investigative Division, Juvenile Offenders Section or Adult Offenders Section for training and/or experience for a period not to exceed ten (10) days in any quarter without having to pay at the Detective rank for any such days worked.

Section 17: Payment of Benefits

All payments under this Article for additional benefits such as college, incentive pay, clothing allowance, etc., shall be paid by separate check to each member.

Section 18. Brochures

The City shall provide all brochures relative to health care coverage at the beginning of the term of this Collective Bargaining Agreement. Additional copies shall be available in the Bureau of Human Resources for review by any officer.

Section 19: Employee Counseling

The City shall provide and pay for the currently-provided Harrisburg Hospital Employee Counseling Service.

Section 20: Merit/Bonus Pay

Pursuant to the Arbitration Award issued on July 10, 1998, either party may reconvene the Arbitration Panel by giving notice no later than November 1, 1998, to consider the implementation of such a pay system to be effective on or after January 1, 1999.

Section 21: Preservation of Benefits

All existing benefits not modified by this award shall remain as is.

ARTICLE IX

Sickness and Injury

Section 1: Leaves of Absence

(a) Police Officers injured in the performance of their duties as a police officer for the City of Harrisburg are subject to the applicable provisions of the Workers' Compensation and Heart & Lung acts, as amended. Insofar as the Heart & Lung Act provides for full pay, for the purposes of this Section, "full pay" shall be the officer's gross pay, plus longevity and incentive pay, less all withholdings for taxes, Medicare, FICA (if any), pension contributions, charitable contributions, union dues, and alternative medical coverage (if any), i.e., the officer's usual net "take home" pay. With its W-2 form, the City shall specify for the officer the amount of compensation paid as a result of the injury so that the officer may report such income as exempt for income tax purposes. In lieu of this, at the City's option, the City may pay the officer 100 percent of his or her gross pay as is the current policy of the City. If any provision of this agreement conflicts with the provisions of the Workers' Compensation and Heart & Lung acts, the provisions of the Worker's Compensation and Heart & Lung acts shall apply.

(b) The initial determination of qualification for benefits provided by the Heart & Lung Act due to an injury or illness sustained while in the performance of police duties shall be made by the Police Chief or his designee upon written request by said employee for "injured on duty" or IOD status. Any officer requesting IOD status shall also execute all workers' compensation forms required by the Pennsylvania Department of Labor and Industry. Any officer dissatisfied with a determination of the Chief of Police may file a grievance and be heard by an arbitrator to be selected in accordance with the arbitration provisions of this Agreement.

Section 2: Hospital and Medical Expenses

Subject to the foregoing, the City shall pay hospital, medical, and surgical expenses incurred by any employee of the Police Bureau who is injured in the performance of his duty.

Section 3: Sick Leave

- A. Effective with the ratification of the Second Amendment on October 24, 2013, all employees in the Police Bureau shall be entitled to sick leave of twelve (12) working days in any one (1) year without diminution of salary and shall be entitled to accumulate sick leave to a maximum of two hundred twenty (220) days.
- B. Sick leave for three (3) or more consecutive working days, and/or sick leave usage in excess of three (3) days per calendar quarter, shall be granted only when a signed certification from the attending physician is submitted to the Police Chief upon the return to work of such employees. Failure to submit the signed certification shall be grounds for denial of the sick leave and potential discipline of the employee.

- C. The City reserves the right to have a physician of its choice visit and examine any person reporting off duty and claiming either sick leave or injury leave at any time, the cost of any such examination to be paid by the City.
- D. The City reserves the right to require production of a signed certificate from the attending physician of any employee in accordance with General Order 88-42, issued February 19, 1988 and amended March 20, 1989 and reissued as General Order 89-42. In addition, in those cases where a certificate may be required by the City, the City shall also have the right to have the employee examined by a City-designated physician at the City's expense.
- E. In furtherance of the recommendation set forth in POL 16 in the City's Act 47 Recovery Plan, the parties agree that the City shall be permitted to establish and implement a policy to address chronic use of sick leave by employees. The policy shall permit the City to impose sanctions in the event that certain criteria related to chronic use of leave are met. Such criteria demonstrating chronic use of sick leave shall include, for example, (1) the use by an employee of more than twenty (20) sick days in a period of one (1) calendar year, where the employee has not otherwise received approval for an extended-period sick leave, (2) the occurrence of more than six (6) incidents or periods of sick day usage in a calendar year, (3) sick leave usage at a rate which exceeds by more than twenty percent (20%) the average sick leave usage of the remainder of the police force over the preceding calendar year or (4) a pattern of sick leave abuse, such as usage which occurs before and/or after holidays, vacations or other days off. Potential sanctions for abuse of leave can include exclusion for a fixed period of time from (1) special duty assignments and paid details, (2) overtime assignments (unless specifically requested and approved by the City) or temporary assignments to investigative units or other special assignments. Other sanctions may include potential employee discipline, disapproval of payment for sick leave where abuse of leave is established and a requirement that the employee obtain medical certification for each instance of sick leave usage. In establishing the policy called for in this paragraph, the City shall define and apply its conception of chronic use of sick leave in a manner which is in compliance with the provisions of this Agreement and all applicable state and federal laws, including the Family and Medical Leave Act and the Americans with Disabilities Act.
- F. Where sickness in the immediate family requires the officer's absence from work, officers may use sick leave for that purpose. Immediate family shall be defined as the following persons residing in the member's household: husband, wife, child, or parent. The employer may require proof of such illness.
- G. An employee who, on December 31st of any year, has accumulated sick leave in excess of sixty (60) days shall be permitted to sell back any leave in excess of sixty (60) days at 50% of the value of the leave, up to a maximum of twenty (20) days. Officers wishing to sell back sick leave must notify the Chief of Police, in writing, of the number of sick leave days they intend to sell back, by no later than January 10th of the succeeding year. Officers who so notify the Chief will be compensated for the amount of leave sold back (at 50% of its value) by no later than the second pay period in February. Officers must maintain a minimum of twenty (20) sick days in order to exercise the buyback provisions.
- H. The clothing allowance for officers who extend their retirement date by using sick leave (to the extent permitted under Section I below) will be reduced by one-twelfth (1/12) for each

month or part of a month that the officer uses sick leave to extend his/her retirement date. In addition, Police Officers who extend their retirement date by using sick leave will not be entitled to any clothing allowance for the year of their retirement. Any overpayment of the clothing and/or clothing maintenance allowance will be deducted from the officer's last paycheck or severance pay for earned but unused leave.

- I. Current employees (those hired prior to the date of ratification of the Second Amendment) who have any accumulated sick leave balance as of the date of ratification of the Second Amendment shall have the balance frozen as of the date of ratification up to a maximum 220 day accumulation. The frozen balance of accumulated sick leave may be used to extend the date of retirement (terminal leave) for retirement of current employees occurring before and including retirement on December 31, 2015. Alternatively, current employees retiring on or before December 31, 2015 may receive payment upon the frozen balance of accumulated sick leave up to 220 days. For those employees retiring after December 31, 2015, no terminal leave shall be available, but the employee may sell back the accumulated frozen balance of sick leave at the rate of Fifty Percent (50%) for each day up to 220 days.

On and after the date of ratification of the Second Amendment, unused sick leave may be accumulated up to a maximum accumulation of 220 total sick days, including both the frozen balance and post-ratification accumulation. Any sick leave balance earned by employees following ratification of the Second Amendment shall not be available for terminal leave or pay-out (sell back) of any kind and shall be deleted from an employee's account upon separation from service. Any usage of sick leave shall first be subtracted from the balance accumulated after the effective date of ratification of the Second Amendment on October 24, 2013. After the exhaustion of that balance, any frozen sick leave balance shall then be used.

Section 4: Maternity Leave

The City shall provide maternity leave of absence in accordance with applicable federal and state laws.

Section 5: Light Duty

Effective January 1, 2001, Light Duty assignments shall be made within the sole discretion of the Chief of Police, subject to a medical release. There shall be no entitlement to a light duty assignment as a contractual right. Officers who are serving in a light duty assignment as of January 1, 2001, shall continue in that assignment until medically cleared to return to regular duty, or the expiration of 120 days from the date the light duty assignment commenced, whichever occurs first. The discretion of the Chief of Police shall not extend to any officer or circumstances for which a separate agreement regarding a light-duty assignment, which predates this contract, has been made and such shall remain in effect. Light duty assignments will not be made for non-work-related injuries.

Section 6: Physical Therapy

Physical therapy sessions related to a work-related injury must be scheduled during hours an officer is scheduled to work. If physical therapy is not available on an officer's regular shift, the Chief of Police may alter the officer's start of shift by up to three hours so that the officer may attend on duty time.

Section 7: Family Medical Leave (FML)

The practice of allowing officers to use all of their leave before applying for Family Medical Leave (FML) is ended. Effective January 1, 2004, officers who have an FML qualifying condition may utilize their sick leave before applying for FML but then must abide by the provisions of the City's FML Policy disseminated 11/01/02.

ARTICLE X Death Leave

Five (5) days off with pay shall be granted in the event of a death in the family which shall be defined to include the following: husband or wife, son, daughter, brother, sister, mother, father, mother-in-law, father-in-law, step-parent. Three (3) days off with pay shall be granted in the event of a death of the following: grandparent, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent-in-law, aunt, uncle, or any relative residing in the household of the police officer. If there is more than one death within the same death leave period, the member will receive the number of days listed above for each occasion in consecutive order. The party on leave shall not be otherwise gainfully employed or shall forfeit his bereavement leave. In the case of in-laws, said employee must still be married to the daughter or son.

The parties agree that all death leave is to be taken within seven (7) days of the date of the death in question.

The Police Chief shall grant an additional leave of absence in the event of the death of any of the aforementioned classes of persons not exceeding two (2) days in cases involving extensive travel out of town.

ARTICLE XI Days Off

The Police Chief or officer in charge may grant the request of any two (2) employees of the Police Bureau to exchange days off providing that this exchange does not require the City to pay any additional premium or overtime pay.

Days off will be rebid if officers are transferred in the first half of the year, (January through June); days off will be assigned if officers are transferred in the second half of the year (July through December).

ARTICLE XII Grievance Procedure

Section 1:

Grievances are limited to matters involving interpretation of this Agreement including matters of discipline.

Step 1: Before reducing a grievance to writing, the employee shall contact his/her representative for the purpose of resolving the dispute informally at each level below the Chief of Police.

Step 2: A grievance shall be presented in writing to the Chief of Police within thirty (30) days of its occurrence or knowledge of its occurrence. The Chief of Police shall respond in writing to the employee and the FOP representative

within seven (7) days of presentation. If a decision is not resolved at this step within fifteen (15) calendar days, it shall be deemed denied, permitting the FOP to proceed to the following step of the procedure, provided, however, that the FOP or the grievant has not requested a continuance or has otherwise contributed to the delay.

Step 3: In the event the grievance is not settled at Step 2, the appeal must be presented in writing to the Mayor within fifteen (15) days after the response at Step 2 is due. The Mayor, or his designee, shall within ten (10) days set up a hearing on the matter, such hearing to be scheduled within twenty (20) days of the appeal to the Mayor. The Mayor, or his designee, shall issue a written determination to the employee and the FOP representative within seven (7) days of the hearing of the Step 3 appeal. If a decision is not resolved at this step within fifteen (15) calendar days, it shall be deemed denied, permitting the FOP to proceed to the following step of the procedure, provided, however, that the FOP or the grievant has not requested a continuance or has otherwise contributed to the delay.

Step 4: In the event the grievance has not been satisfactorily resolved in Step 3, a written request for arbitration must be made within thirty (30) days after the date that the Step 3 decision is due. Notice of the intent to proceed to arbitration must be served upon the City. The Arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any issues not submitted. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall be required to issue his/her decision within thirty (30) days after the hearing or receipt of the transcripts of the hearing. All fees and expenses of the Arbitrator shall be divided equally between the parties.

Section 2:

Full disclosure is the guiding principle in this process. It is understood, however, that in the course of preparing for arbitration additional information, witnesses, and/or arguments may come to light. Should this occur, it is expected that notification will be given to the other party, regardless of the time of discovery. If either party believed that the other has not conducted themselves in accordance with this 'principle, the party may raise such noncompliance with the arbitrator for consideration in his/her decision.

Section 3:

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

Section 4:

The employee filing a grievance and an FOP representative, if the employee is a member of the bargaining unit, and a reasonable number of witnesses, when required, shall be granted reasonable time during working hours (if required) to process grievances in accordance with this article without loss of pay or leave time, subject to the approval of the Chief of Police. For the purposes of this section, the processing of grievances is defined as the actual presentation of the grievance and any discussions necessary involving the presentation. In any event, the total time allowed for each grievance shall not be more than thirty (30) minutes,

Section 5:

Any FOP member filing a grievance has the right to be accompanied by an FOP representative at all steps of the grievance procedure.

ARTICLE XIII

Safety and Health

The FOP and City shall form a health and safety committee, consisting of three members from each party, to resolve any issues of health and safety. Any issues not resolved will be subject to all other sections of the labor agreement.

The City and the FOP agree to conduct monthly Labor/Management meetings to discuss all matters relating to labor relations, including, but not limited to, manpower levels. The FOP will be represented at these meetings by the Union President and one other designee; in the event the Union President is unable to attend a scheduled meeting, he may designate another member of the FOP to take his place.

ARTICLE XIV

Management Rights, Working Rules, and Discipline

Section 1: Management

The management of the Police Bureau and the direction of the working force is the responsibility of the City, including the right to hire, assign, or transfer within the Police Bureau, promote, retain, discipline, or discharge for proper cause, maintain efficient operation, to relieve employees from duty because of lack of work, to determine and regulate the methods, processes and means of performance, schedule the work force on the existing shifts, introduce new or improved methods or facilities and to extend, limit or curtail its operations, when in its sole discretion it may deem it advisable to do so, provided this will not be used for the purpose of discrimination against the FOP or any employee or to avoid any of the provisions of this Agreement or applicable law. Temporary transfers to the rank of Corporal, Sergeant or Lieutenant shall be no longer than ninety (90) days and all such acting positions shall be filled within one-hundred twenty (120) days after such assignment.

Section 2: Working Rules

The Department of Public Safety and the Police Chief may promulgate rules and regulations for the operation of the Police Bureau and for the conduct of its employees. Notice of the promulgation of any rule or regulation shall be given to the FOP at least ten (10) days prior to its effective date. The FOP shall have the right to discuss the provisions of any such rules and regulations with the Police Chief or the Director of Public Safety and such rules and regulations shall not be inconsistent with any of the terms and conditions of this Agreement.

Section 3: Disciplinary Procedure

Based on the criteria set forth in the Third Class City Code, the Director of Public Safety and the Police Chief shall have the right to discipline or discharge employees for just cause and to suspend with or without pay pending final determination. Officers will only be suspended immediately if the suspension is for a period of five (5) days or less, or if the charge could warrant termination. The Chief of Police shall determine when the discipline is to be imposed. Officers shall have the right to grieve discipline and discharge pursuant to the grievance procedure set forth in this Agreement. However, any employee who is advised by the Chief of Police of the penalty which would be

imposed should the officer plead guilty as charged, and where that officer pleads guilty, the officer shall forfeit his/her right to appeal the disciplinary action in any manner. In the event that the decision of the Chief of Police is subsequently reversed or modified, the affected officer's disciplinary file shall reflect this reversal or modification, and the officer shall be made whole monetarily, where appropriate.

The election by an employee to submit disciplinary action for review pursuant to the grievance procedure shall constitute the exclusive procedure for reviewing such disciplinary action.

Whenever disciplinary action in the form of a suspension is imposed, the employee affected by such action shall be given the option of working extra duty without pay in lieu of any one or more days imposed by the suspension, upon the approval of the Chief or Police. Such extra duty shall be construed as discipline, and shall not be counted as hours worked for the purpose of computing the pay to which the employee is entitled. Extra duty will be assigned at the discretion of the Chief of Police. The scheduling of extra work duty will be limited to one (1) shift per tour of duty. The extra work duty in lieu of suspension will thereafter preclude recourse to the grievance procedure.

Whenever disciplinary action in the form of a suspension is imposed, the employee affected by such action shall be given the option of working extra duty without pay in lieu of any one or more days imposed by the suspension where such suspension is for three (3) days or less. For suspensions above three (3) days, this option shall only be provided upon the approval of the Chief of Police.

Section 4: Purge of Employees' Records

The records of any suspension of ten (10) or more days will be purged after five (5) years. The record of any suspension of less than ten (10) days will be purged after three (3) years provided, however, that any record that concerns an incident that may become a subject of future litigation or investigation shall be preserved in the City Law Bureau files. Records so preserved shall not be a factor in any future decisions regarding discipline or promotions within the bargaining unit.

ARTICLE XV Leave of Absence

Section 1: Leave of Absence for FOP Business

In addition to existing state law, the FOP shall receive 25 days leave of absence for FOP business to be granted based upon a list from the FOP as to the meetings to be attended, the number of days for each meeting, and the number of personnel to attend. Except as provided and agreed to by the City, at no time shall more than three (3) FOP members be off duty with leave of absence under this Article except in cases of state or national conventions. In such cases, the number shall be raised to five (5) members. In those years when the state or national convention is held, the number of days off shall be raised to a total of 40.

Section 2: Leave of Absence Without Pay

Each permanent employee, defined as an employee who has successfully completed his/her probationary period, shall be entitled to a leave of absence without pay for such periods of time and under such circumstances as described below.

GENERAL - MEDICAL AND NON-MEDICAL:

1. Periods of leave of absence without pay shall be requested in writing to the Police Chief at

least one month in advance of such leave; such written request shall contain dates of and reasons for the requested leave of absence.

2. Periods of leave of absence without pay shall not be for less than one month and shall not be for more than 12 months in duration.
3. Periods of leave of absence without pay may be requested on multiple occasions during an officer's career but in no event will an officer be authorized more than a total of 12 months of unpaid leave of absence in his/her career.
4. The clothing and maintenance allowance for officers authorized to be on an unpaid leave of absence will be reduced by one-twelfth (1/12) for each month or part of a month that the officer is on an unpaid leave of absence. Any overpayment of the clothing and/or clothing maintenance allowance will be deducted from the officer's first paycheck following his/her return to paid status, or from the officer's last paycheck or severance pay for earned but unused leave, if the officer does not return to paid status after the unpaid leave of absence.
5. Officers will continue to receive benefits while on an unpaid leave of absence. Officers will continue to earn seniority credits and pension service credits if, and only if, they make pension benefit contributions during their period of unpaid leave of absence. Officers desiring to make pension benefit contributions during authorized periods of unpaid leave of absence must contact the Bureau of Human Resources for instructions on how payments are to be made.
6. Any previous practice pertaining to the authorization of unpaid leaves of absence is ended, and the Memorandum of Understanding dated 07/31/01 and executed 08/07/01 pertaining to periods of leave for non-work-related illness or medical condition is rescinded.

MEDICAL:

1. Periods of unpaid leaves of absence for medical reasons will be granted for FML qualifying conditions for the employee, upon the City's receipt of the appropriate FML certification from the employee's qualified health-care provider. Pregnancy and the care of a newborn will qualify under this section.
2. Employees requesting an unpaid leave of absence for medical reasons must have exhausted their 12 week FML entitlements before an unpaid leave of absence will be approved for medical reasons.
3. Unpaid leaves of absence for medical reasons will be granted for the employee's own illness or for the employee to care for his/her spouse or child who has an FML qualifying medical condition.

NON-MEDICAL:

1. Periods of unpaid leave of absence for non-medical reasons will be granted solely at the discretion of the Chief of Police.

2. The Police Chief's decision regarding a request for leave of absence for non-medical reasons shall be final and shall not be subject to grievance or arbitration proceedings.

ARTICLE XVI

Reporting Days Off

Any employee who is unable to report to work because of emergency or other justifiable cause, in order to receive time off with pay for any day or days lost, either by reason of accrued sick leave, vacation or other leave of absence with pay, must notify the Police Duty Officer, giving the reason for failure to report for work, at least one (1) hour prior to the scheduled starting time, except in the event of emergency, in which event notification shall be given as soon as possible. Call in procedure shall be limited to bona fide illness and emergencies. If requested, proof of such emergency or other justifiable cause must be provided. Vacations and other leaves of absence must be approved in advance in accordance with established Bureau procedures. It shall be the duty of the Duty Officer immediately to notify such employee's Division Chief at the time. This provision may not be interpreted so as to condone repeated absences from work on the part of any employee.

ARTICLE XVII

Protection of Property and Equipment

It shall be the duty of each employee of the Police Bureau having custody of any equipment and property of the City to see that it is properly cared for and maintained in a clean condition and that it is returned to its proper place of storage upon completion of use thereof.

ARTICLE XVIII

Strikes, Lockouts, and Slowdowns

There shall be no strikes, sitdowns, slowdowns, or lockouts during the term of this Agreement.

ARTICLE XIX

Membership on Pension Board of Managers and Pension Records

The employees of the Police Bureau shall be entitled to elect three (3) members of the Board of Managers of the Police Pension Fund. Such elected members of the Board of Managers shall be furnished from time to time with a current list of all members of the Police Pension Fund and shall be given adequate notice of the meetings of said Board of Managers and, as soon as practicable after meetings of the Board of Managers, shall be furnished with a copy of the minutes of such meetings. Such elected members of the Board of Managers shall be entitled to attend meetings thereof without loss of pay.

ARTICLE XX

Disputes and Arbitration

Section 1: Disputes

Any disputes arising under this Agreement relating to interpretations or applications of the terms and conditions of this Agreement shall be subject to arbitration in accordance with the arbitration provisions of this Agreement, and any award pursuant to any such arbitration shall be final and binding upon the City and the FOP and shall not be subject to appeal or review.

Section 2: Arbitration

Whenever, either under the grievance procedure, or any other part of this Agreement providing for arbitration, either party desires to submit such matter to arbitration, the moving party shall submit such matter to the American Arbitration Association for final and binding decision. The arbitrator shall be chosen from a list of five (5) arbitrators submitted by the American Arbitration Association. Each party shall strike names alternately from the list, commencing with the party seeking arbitration, and the last name remaining shall be the arbitrator. The expenses of the arbitrator shall be borne equally by the City and the FOP. In no event shall the arbitrator have jurisdiction or authority to add to, subtract from, or modify in any way, any of the provisions of this Agreement.

ARTICLE XXI

Promotions/Shifts

Section 1: Procedures

All promotions in the Police Bureau will be made from within the ranks of the paid members of the Police Bureau and shall be made by competitive examinations administered by the appropriate Civil Service Board, and the regulations of the Civil Service Board shall be established and copies made available to all members of the Police Bureau indicating the basis upon which eligibility is to be determined. The FOP shall be entitled to have one (1) representative of its choosing present at oral interviews which are given for promotion purposes. Such representative shall have no authority or right to participate in the oral interview. If two or more officers are promoted to the same rank at the same time their seniority will be determined by their test score. If the test scores are equal, bureau seniority will be the determining factor.

Section 2: Eligibility

- A) An employee must have five (5) complete years minimum service as a police officer to be eligible for promotion to the rank of Corporal.
- B) Upon the expiration of any eligibility list certified prior to 01/01/96, an employee must have two (2) years minimum service as a Corporal to be eligible for promotion to the rank of Sergeant.
- C) Upon the expiration of any eligibility list certified prior to 01/01/96, an employee must have two (2) years minimum service as a Sergeant to be eligible for promotion to the rank of Lieutenant.

Section 3: Shifts

Effective 01/01/04, the Chief of Police may, in his sole discretion, assign new recruits to any platoon, and such assignments would last through the end of the year in which the recruits were hired and more senior officers would not be entitled to bid on these positions until the end of the applicable year. No officer shall be displaced from a platoon to accommodate the assignment of new recruits to platoons as described in this section of the contract.

ARTICLE XXII

Reduction in Work Force

Reductions in work force in the bargaining unit shall be accomplished in compliance with the provisions of the Third Class City Code, 53 P.S. §39408 and other applicable laws.

ARTICLE XXIII
Non-Discrimination

Both the employer and the FOP agree not to discriminate against any employee on the basis of race, creed, color, sex, marital status, age, national origin, union membership, or political affiliation.

ARTICLE XXIV
Applicable Law

Any and all terms and conditions of this Agreement are subject to applicable Civil Service laws and other laws of the Commonwealth of Pennsylvania. A copy of any state law pertaining to this Agreement shall be attached to the Agreement so that all members of the bargaining unit may be aware of the laws pertaining to this Agreement.

ARTICLE XXV
Pension Vesting Rights

Members of the City of Harrisburg Police Pension Plan will be permitted to buy-back periods of military leave at any time during their active police service.

- A. Effective January 2, 2001, the former A and B plans will be fully merged so that all provisions of Plan A shall apply to all members of the City of Harrisburg Police Pension Plan.
- B. Effective January 2, 2001, the maximum retirement benefit will be increased to 62.5% of Final Average Salary after twenty-five (25) years of credited service and attainment of fifty (50) years of age.
- C. Officer contributions shall be required at the maximum rate allowed by applicable law.
- D. The City will provide a service-connected disability benefit payable upon work-related disability and inability to continue to function as a Harrisburg Police Officer. Said benefit shall be 50% of final average salary without reference to either age or length of service. In accordance with the Third Class City Code, the City shall be entitled to an offset for any workers' compensation benefits received by the officer.
- E. Under no circumstances will the members of the FOP be permitted to decrease the amount of their contribution below levels currently in existence as of the date of this contract.
- F. In addition to all existing pension benefits, the pension benefits shall provide for vesting after twenty (20) years of service, which would allow an employee to retire with twenty (20) years of service. However, an employee would not begin to receive his pension benefits until he reached fifty (50) years of age.

G. Effective January 2, 2007, the pension benefit will be as follows:

20 years	50.0%	24 years	60.0%
21 years	52.5%	25 years	62.5%
22 years	55.0%	26 years	65.0%
23 years	57.5%	27 years	70.0%

H. Effective with the ratification of the Second Amendment on October 24, 2013, any employee who retires on or before December 31, 2015 shall receive an increase in the employee's Base Salary effective on the day preceding retirement as follows:

	P.O.	Cpl./Det.	Sgt.	Lt.
2013	\$63,198.68	\$66,358.62	\$69,676.55	\$73,160.24
2014:	\$65,094.65	\$68,349.38	\$71,766.85	\$75,355.19
2015	\$67,047.49	\$70,399.86	\$73,919.85	\$77,615.84

The appropriate contractual longevity rate indicated by years of service shall be added to the above Base Salary to calculate a retiring employee's Final Annual Salary, which shall be used for pension purposes only.

To take advantage of the Base Salary adjustment provided herein, a retiring employee shall be required to make a lump sum contribution toward the pension plan equaling the amount of employee contributions plus interest (as determined by the Plan actuary) which would otherwise have been paid if the salary increases provided for above had been paid prior to the retirement in accordance with the First Amendment to the Basic Labor Agreement. A retiring employee who does not make the required lump sum contribution shall not be eligible for the increase to Base Salary provided herein for pension calculation purposes.

The parties agree that the application of this Paragraph H and the Base Salary adjustments offered herein shall be subject to the City obtaining a cost study. Further in the event the Auditor General of the Commonwealth of Pennsylvania or any court of competent jurisdiction determines that the Base Salary adjustments provided herein are unlawful, the FOP agrees to indemnify and hold the City harmless for any losses incurred by the FOP or its employees, current and retired. **This provision no longer requires action from the City or the FOP. The provision was in effect for the duration of the previous contract from January 1, 2013 until December 31, 2016, and is preserved in this contract for historical purposes only.**

I. The above provisions of this Article shall apply only to employees hired prior to the ratification of the Second Amendment on October 24, 2013. All individuals hired after the ratification date of the second amendment shall be provided base pension benefits in accordance with the Third Class City Code, as follows:

- (1) To be eligible for pension benefits, an employee must have a minimum of twenty (20) years of service and have attained age fifty (50).
 - (2) The normal retirement benefit shall be fifty (50%) percent of annual pay calculated in accordance with §4303 of the Third Class City Code (52 P.S. §39303).
 - (3) Payment of service increments shall be based upon years of service multiplied by one-fortieth (1/40th) of retirement allowance with the caps provided in §4303(b)(1) of the Third Class City Code (53 P.S. §39303(b)(1)).
 - (4) Payment of disability benefits shall be made consistent with the provisions of §4303(d) of the Third Class City Code (53 P.S. §39303(d)) for disability occurring from injuries not sustained in the line of duty.
 - (5) Payment of disability benefits shall be made consistent with the provisions of §4303.2 of the Third Class City Code (53 P.S. §39303.2) for disability occurring from injuries sustained in the line of duty.
- J. Any police officer who retires after January 1, 2020 shall receive a base wage increase to rank of Inspector on their final day of employment. The rate of Inspector shall be 10% above the rate of employment of the member immediately prior to the last day of employment. This promotion shall not affect any payout for accumulation of unused leave or any other enhancements. This provision shall sunset effective December 31, 2020.

ARTICLE XXVI

Severability

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement or the application of any such provision to any other person • or circumstance shall not be affected thereby, and the provisions of this Agreement are hereby declared to be severable.

ARTICLE XXVII

Workers' Compensation Insurance

The City shall provide for each active police officer appropriate workers' compensation coverage to cover said officer twenty-four (24) hours a day. If injured or killed while attempting to perform some police related function, said workers' compensation will apply to the injured or deceased officer even though the incident occurred while outside the officer's regularly scheduled working hours.

ARTICLE XXVIII

Prior Awards and Agreements

All other benefits previously enjoyed by the Bureau of Police shall remain "as is."

ARTICLE XXIX

Residency

Effective upon the date of ratification of the Second Amendment on October 24, 2013, the residency requirement contained in prior Collective Bargaining Agreements between the parties is eliminated, and employees, regardless of hiring date, shall not be required to establish or maintain a residence within the corporate limits of the City of Harrisburg. **This provision is preserved in this contract for historical purposes only and no change has been made.**

ARTICLE XXX

Park Rangers

Citations for violations of ordinances pertaining to park rules and regulations may be issued by City Police or Park Rangers.

ARTICLE XXXI

Bill of Rights

When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

A police officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.

If the interrogated police officer writes a written statement, a transcript is taken, or mechanical record is made, a copy of same must be given to the interrogated police officer, without cost, upon request.

If any police officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation. At the request of any police officer under interrogation, he shall have the right to be represented by counsel of his choice and/or an FOP representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.

Unless agreed to by the officer, the municipality shall not make any public comment on the reason for any disciplinary action brought against the officer.

ARTICLE XXXII

Bargaining Unit Work

Section 1: Civilianizing of Certain Agreed Positions

The parties hereto agree that, effective upon ratification of the Second Amendment on October 24, 2013, the following positions may be civilianized at the City's discretion: Special Events Coordinator/Court Liason, Accreditation Manager, City Hall Security, PAL Coordinator and Parking Enforcement Supervisor. The FOP agrees that it shall aid or consent, as necessary, in any action or proceeding brought by or deemed necessary by the City to formalize the removal of the above positions from the bargaining unit. **This provision no longer requires action from the City or the FOP. The provision was in effect for the duration of the previous contract from January 1, 2013 until December 31, 2016, and is preserved in this contract for historical purposes only.**

Section 2: Transfer of Booking Functions

The parties agree that upon the completion and opening of Dauphin County's booking facilities, all booking functions and activities for the City shall be transferred and relocated to Dauphin County's facilities, and the relevant Dauphin County personnel shall assume said duties. The parties specifically agree that the transfer of booking functions and activities provided herein shall not constitute a diversion of bargaining unit work, and specifically further agree that any employees who performed booking duties prior to the ratification of the Second Amendment on October 24, 2013, may be reassigned to patrol duties. **This provision no longer requires action from the City or the FOP. The provision was in effect for the duration of the previous contract from January 1, 2013 until December 31, 2016, and is preserved in this contract for historical purposes only.**

ARTICLE XXXIII

Restructuring of Patrol Duty Schedules

The City and the FOP agree that they will meet and negotiate mutually agreed upon changes to the patrol duty schedules, in order to implement savings, as discussed in POL01 of the Recovery Plan.

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[Signatures on the following page]


FRATERNAL ORDER OF POLICE:



President, FOP Lodge # 12




Vice President, FOP Lodge #12



Recording Secretary

CITY OF HARRISBURG:



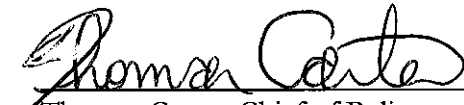
Eric Papenfuss, Mayor



Charles Debrunner, City Controller

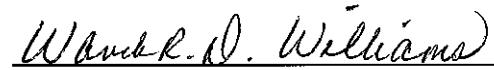


Neil Grover, City Solicitor



Thomas Carter, Chief of Police

Approved:



Wanda Williams, City Council President

TABLE OF CONTENTS

ARTICLE I	General	1
ARTICLE II	Union Recognition	1
ARTICLE III	Term of Agreement	1
ARTICLE IV	Union Seniority	1
ARTICLE V	Check Off	1
ARTICLE VI	Probationary Period.....	2
ARTICLE VII	Seniority.....	2
ARTICLE VIII	Compensation for Economic Fringe Benefits	3
ARTICLE IX	Sickness and Injury	13
ARTICLE X	Death Leave	16
ARTICLE XI	Days Off.....	16
ARTICLE XII	Grievance Procedure.....	16
ARTICLE XIII	Safety and Health	18
ARTICLE XIV	Management Rights, Working Rules, and Disciplines	18
ARTICLE XV	Leaves of Absence.....	19
ARTICLE XVI.....	Reporting Days Off.....	21
ARTICLE XVII	Protection of Property and Equipment.....	21
ARTICLE XVIII.....	Strikes Lockouts, and Slowdowns	21
ARTICLE XIX	Membership on Pension Board of Managers & Pension Records	21
ARTICLE XX	Disputes and Arbitration	21
ARTICLE XXI	Promotions/Shifts.....	22
ARTICLE XXII.....	Reduction in Work Force	22
ARTICLE XXIII	Non-Discrimination	23
ARTICLE XXIV	Applicable Law.....	23
ARTICLE XXV	Pension Vesting Rights.....	23
ARTICLE XXVI	Severability	25
ARTICLE XXVII.....	Workers' Compensation Insurance	25
ARTICLE XXVIII.....	Prior Awards and Agreements	25
ARTICLE XXIX	Residence	25
ARTICLE XXX	Park Rangers	26
ARTICLE XXXI	Bill of Rights.....	26
ARTICLE XXXII.....	Bargaining Unit Work.....	26
ARTICLE XXXIII.....	Restructuring of Patrol Duty Schedules	27