

**2015-2018**  
**WHITE ROSE LODGE #15 FRATERNAL ORDER OF POLICE CONTRACT**  
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## **AGREEMENT**

THIS AGREEMENT, made and entered into this the 15<sup>th</sup> day of December 2014, by and between the City of York, a municipal corporation being a Third-Class City of the Commonwealth of Pennsylvania, hereinafter referred to as "City", party of the first part and White Rose Lodge No. 15, Fraternal Order of Police, hereinafter referred to as "the Union", party of the second part.

WHEREAS, pursuant to the provisions of the Act of June 24, 1968, 43 P.S. § 217.1 et seq. ("Act 111") the City and the Union have collectively bargained concerning the terms and conditions of employment of the Union for the calendar years January 1, 2015, through December 31, 2018.

WHEREAS, Act 111 provides that settlements entered into as a result of collective bargaining shall be reduced to written agreement: and

WHEREAS, the City and the Union have reached a settlement/agreement as to the terms and conditions of employment of all full-time Police Officers for the calendar years commencing January 1, 2015, 2016, 2017, 2018.

WHEREAS, any reduction in the number of Police Officers for the 2015 calendar year shall be achieved through attrition only.

NOW THEREFORE, the City and the Union intending to be legally bound hereby, agree as follows:

**ARTICLE I  
PURPOSE**

It is the intent and purpose of this Agreement to provide sound and mutually beneficial working relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours and other conditions of employment.

**ARTICLE II  
LAWS, ORDINANCES AND POLICIES**

In the administration of all matters covered by this Agreement, officials and employees are governed by the provisions of any existing or future laws and regulations of the State of Pennsylvania; including policies, regulations and ordinances of the City which do not conflict with this Agreement. Police Officers shall be subject to only such residency requirements as may now or in the future be imposed by the laws of the Commonwealth of Pennsylvania.

**ARTICLE III  
RECOGNITION**

The City agrees to recognize the F.O.P. as the exclusive bargaining agent on behalf of all full-time paid police officers. The Chief of Police is an integral member of City management, and as such is ineligible for inclusion in the bargaining unit. The Chief of Police may, however, be a member of the Fraternal Order of Police.

The management functions performed by employees in the rank of Captain are recognized by the Union. Employees with the rank of Captain are not covered by the following sections of the Labor Agreement: Grievances; Arbitration; Work Schedule; Discipline; Assignments; Strikes and Work Stoppages; and Labor/Management Committee.

**ARTICLE IV  
MANAGEMENT RIGHTS**

The Police recognize that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle it is agreed that the following responsibilities are not subject to collective bargaining and management representatives of the Department, unless specifically modified by any subsequent section of this Agreement, retain the exclusive right hereto to:

- (a) Determine the management, organization, the selection, retention, and promotion for occupations not within the scope of this Agreement.
- (b) Direct employees of the Department.
- (c) Maintain discipline.

- (d) Hire, promote, transfer, assign, retain and lay-off employees.
- (e) Discipline, suspend, demote, or discharge employees subject to the Just Cause provision of this Agreement.
- (f) Maintain the efficiency of the government operations entrusted to them.
- (g) Determine the methods and means by which such operations are to be conducted.
- (h) Schedule employee's duties to meet the needs of the City.
- (i) Determine duties to be included in any job classification.
- (j) Determine the number of personnel to be employed or retained in employment.
- (k) Determine the necessity of overtime and the amount of overtime required.
- (l) Take necessary action to carry out the mission of the City in cases of emergency.
- (m) Send for, confer, consult with, discuss or communicate in any way with any member of the bargaining unit without union representation except as provided for in the grievance procedure provided, however, that if during a meeting with a member, a superior or officer feels that the meeting may lead to the member becoming subject to disciplinary action greater than a reprimand, he shall so advise the member and the member shall become entitled to union representation or legal counsel.
- (n) Nothing herein above stated should in any manner be construed as a waiver of any rights guaranteed to municipal employees by the applicable Civil Service Act of the Commonwealth of Pennsylvania (or of any specific areas covered by this Agreement).

All rights and responsibilities of management not specifically modified by this Agreement shall remain a function of management. Management agrees to meet and discuss policy matters which affect wages, hours and terms and conditions of employment and also to discuss the impact these policy matters may have upon members of the bargaining unit, upon the request of duly authorized bargaining unit representatives. Meet and discuss does not mean that the Contract is being opened up for renewed negotiations. It is merely a means whereby labor and management can discuss the ramifications such new policy matters may have, for the mutual understanding of both parties.

## **ARTICLE V GRIEVANCES**

The purpose of this section is to provide an orderly method for the settlement of a dispute between the parties under the interpretation, application, or claimed violations of Departmental rules and regulations, State laws, City ordinances, and all clauses of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be presented within ten (10) working days of the date that it occurred or within ten (10) working days of the date that the officer could reasonably be expected to have knowledge of the occurrence. Working days are Monday through Friday excluding holidays. Any grievance not answered within the stated time limits, unless an extension is agreed to in writing by the parties, shall be considered settled based upon the last timely response. Grievances shall be processed in accordance with the following steps, time limits, and conditions herein set forth:

### *Notice and Grievance Steps*

Any officer having a problem regarding his/her employment shall first discuss the problem with his/her immediate supervisor. If the problem is not settled to the officer's satisfaction, he/she shall, if the problem is a grievance, follow the procedure outlined below:

*Step 1:* A grievance shall be submitted in writing to the officer's division commander who shall promptly meet and discuss the grievance with the officer and his/her representative and reply in writing within three (3) working days.

*Step 2:* In the event the decision of the division commander does not satisfy the grievance, it may be appealed within five (5) working days to the Police Commissioner or Chief of Police who shall within five (5) working days meet and discuss the grievance with the officer and his/her representative. The Police Commissioner or Chief of Police has five (5) working days to reach a decision and reply in writing.

*Step 3:* In the event the decision of the Police Commissioner or Chief of Police does not satisfy the grievance, it may be appealed within five (5) working days to the Mayor or his/her designee who shall arrange to meet within five (5) working days with the officer, his/her representative and witnesses to both sides of the dispute. The Mayor or his/her designee has five (5) working days in which to reply to the grievance in writing.

Any grievance resulting from disciplinary action other than an oral or written reprimand shall begin at Step 2 of the Grievance procedure.

In the event that the Police Commissioner or Chief of Police is not available and the acting Police Commissioner or acting Chief of Police is the division commander who responded to Step 1 of the Grievance procedure, the grievant may elect to proceed to Step 3 or delay his appeal until the return of the Police Commissioner or Chief of Police. In the event that the grievant elects to delay his appeal until the return of the Police Commissioner or the Chief of Police, the time limit specified under Step 2 of the Grievance procedure shall begin upon receipt of the appeal by the Police Commissioner or the Chief of Police.

Officers shall have the right to present their own requests and grievances, except that in the case of grievances, the adjustment shall be consistent with the terms of this Agreement and the representative has been given reasonable opportunity to be present.

The settlement of any grievance shall not be made retroactive for more than thirty (30) days prior to the date the grievance was submitted in writing.

Reimbursement for loss of pay because of improper suspension or dismissal shall be made retroactive to the date of suspension or dismissal providing the grievance is timely.

If the City claims the police have violated any provisions of the Strikes and Work Stoppage section, it may present such claims to the police in manner as hereinafter provided for in the Strikes and Work Stoppage section.

## **ARTICLE VI ARBITRATION/MEDIATION**

Mediation may be considered by either the City or the FOP prior to and as an alternative to the arbitration process. Both parties recognize that should mediation be pursued, neither party gives up the right to submit the dispute or grievance to arbitration.

If the dispute or grievance is not settled in the foregoing steps of the grievance procedure and it involves the interpretation, application, or claimed violation of any provision of this Agreement, then either party may, upon written demand given to the other party, within ten (10) working days (after the City's answer in the last step or the Police's answer to the City's claim of violation of the no-strike pledge), submit said dispute or grievance to arbitration, as follows:

The arbitration shall proceed before a Board of Arbitration, which shall consist of three members. One member shall be appointed by the city, one member by the Police and the two members so appointed shall select the third member, who shall act as Chairman of the Board.

Within five (5) working days after the written demand for arbitration is made as above provided, the party demanding arbitration shall notify the other party, in writing, of the person appointed, as its member of the Board of Arbitration.

Within five (5) working days after receipt of said notice of appointment, the other party shall likewise notify, in writing, the person appointed as its member.

Within five (5) working days thereafter, the two persons so appointed shall select the third member to act as Chairman of the Board.

If either party or their appointed members fail or refuse, within the aforesaid time, to make the appointment or selection, as aforesaid, then either party may, upon written notice to the other request the American Arbitration Association to make said appointment or selection, as the case may be according to its rules or to fill any vacancies that may occur that the parties fail to refuse to fill. The arbitration proceeding shall be conducted under the rules of the American Arbitration

Association. The Board of Arbitration shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The Board shall decide the dispute and render its award by majority vote; and the Board's award shall be final and binding on the parties. Each officer so appealing and the City shall bear the expenses of its appointed members, representatives, and witnesses; and the fees and expenses of the Board's chairman shall be borne equally by said parties.

In the case of a grievance involving any continuing or other money claims against the City, no award shall be made by the Arbitrator which shall allow any alleged accruals extending back more than fifteen (15) calendar days prior to the date when such grievance shall have first been presented in writing, except in the case of an improper suspension or dismissal which shall be made retroactive to the date of suspension or dismissal.

## **ARTICLE VII WORK SCHEDULE**

Work schedule shall be as follows:

Hours of Work - The regular hours of work each day shall be consecutive; interruption for eating period shall be construed as part of the work day.

Work Day - The work day shall consist of eight (8) consecutive hours, ten (10) consecutive hours or twelve (12) consecutive hours depending if the officer is assigned to a division within the department that works ten or twelve hour work days.

Work Week - The work week shall consist of five assigned work days involving an eight hour shift, or scheduled working days according to the established work schedule for specialty units and patrol division.

Relief Days - The schedule to reflect the current relief schedule for patrol and/or all other divisions.

Overtime -

- 1) All hours in excess of eight (8), ten (10), or twelve (12) consecutive hours on a regular work day shall be paid at one and one-half the hourly rate.
- 2) When an officers is recalled to duty before or after his scheduled day, or while on a relief day or vacation day, he shall receive a minimum of four hours pay at the one and one-half rate or at one and one-half hourly rate for actual hours worked, whichever is greater.
- 3) Double time for all hours worked in excess of eight (8), ten (10), or twelve (12) consecutive overtime hours paid at time and one-half.

No officer shall be reassigned involuntarily to any other platoon in the week until he has completed his weekend relief days. In the event of an emergency or disaster as declared by the Mayor of the City of York or the designee, management retains the right to alter the work schedule to fit the

needs for the efficient operations of the Police Department during this week. At the end of the declared emergency or disaster, the City shall immediately return to the regular work schedule.

CONTRACTED OVERTIME/EXTRA DUTY

The City shall be free to negotiate an acceptable hourly rate with third-party entities when such entities request police service/protection to be provided by the City. The negotiated rate shall apply to all officers in the bargaining unit and in no event shall such officers receive less than time and one-half of their regular hourly rates for each hour worked on such detail.

This provision does not alter the existing practice by which officers are elected for these extra duty assignments.

**ARTICLE VIII  
SALARIES**

SALARIES EFFECTIVE JANUARY 1, 2015

January 1, 2015 (2.5 % increase)

Longevity will be figured when calculating individual salaries.

<u>Rank</u>	<u>Salary</u>
Probationary Police Officer (0 - 1 year)	\$45,722
Police Officer 1 - 2 years	\$52,745
Police Officer 2 - 3 years	\$60,791
Police Officer Over 3 years	\$65,127
Police Officer 1 <sup>st</sup> Class Corporal & Detective	\$66,378
Sergeant & Detective 1 <sup>st</sup> Class	\$70,713
Lieutenant & Inspector	\$77,784
Captain	\$85,563

SALARIES EFFECTIVE JANUARY 1, 2016

January 1, 2016 (2.5 % increase)

Longevity will be figured when calculating individual salaries.

<u>Rank</u>	<u>Salary</u>
Probationary Police Officer (0-1 year)	\$46,865
Police Officer 1-2 years	\$54,064
Police Officer 2 - 3 years	\$62,310
Police Officer Over 3 years	\$66,756
Police Officer 1 <sup>st</sup> Class Corporal & Detective	\$68,037
Sergeant & Detective 1 <sup>st</sup> Class	\$72,481
Lieutenant & Inspector	\$79,729
Captain	\$87,702

SALARIES EFFECTIVE JANUARY 1, 2017

January 1, 2017 (2.5 % increase)

Longevity will be figured when calculating individual salaries.

<u>Rank</u>	<u>Salary</u>
Probationary Police Officer (0-1 year)	\$48,037
Police Officer 1 - 2 years	\$55,416
Police Officer 2 - 3 years	\$63,868
Police Officer Over 3 years	\$68,425
Police Officer 1 <sup>st</sup> Class Corporal & Detective	\$69,738
Sergeant & Detective 1 <sup>st</sup> Class	\$74,293
Lieutenant & Inspector	\$81,722
Captain	\$89,895

SALARIES EFFECTIVE JANUARY 1, 2018

January 1, 2018 (2.5 % increase)

Longevity will be figured when calculating individual salaries.

<u>Rank</u>	<u>Salary</u>
Probationary Police Officer (0-1 year)	\$49,238
Police Officer 1 – 2 years	\$56,801
Police Officer 2 – 3 years	\$65,465
Police Officer Over 3 years	\$70,135
Police Officer 1 <sup>st</sup> Class Corporal & Detective	\$71,482
Sergeant & Detective 1 <sup>st</sup> Class	\$76,150
Lieutenant & Inspector	\$83,765
Captain	\$92,142

YORK CITY POLICE LONGEVITY  
2015 - 2018

<u>YEARS</u>	<u>PERCENTAGE</u>
0 - 1	0.0%
1 - 2	0.0%
2 - 3	0.0%
3 - 4	0.0%
4 - 5	0.0%
5 - 6	2.5%
6 - 7	3.0%
7 - 8	3.5%
8 - 9	4.0%
9 - 10	4.5%
10 - 11	5.0%
11 - 12	5.5%
12 - 13	6.0%
13 - 14	6.5%
14 - 15	7.0%
15 - 16	7.5%
16 - 17	8.0%
17 - 18	8.5%
18 - 19	9.0%
19 - 20	9.5%
20 - 21	10.0%
21 - 22	10.5%
22 - 23	11.0%
23 - 24	11.5%
24 - 25	12.0%
25+	12.5%

**ARTICLE IX  
NIGHT SHIFT DIFFERENTIAL**

Effective January 1, 2015, the shift differential for shifts beginning on or after 12:00 p.m. shall be 2.5%.

Effective January 1, 1999, the shift differential for shifts beginning on or after 9:00 p.m. and before 6:00 a.m. shall be 3.5%.

Officers assigned to a 12 hour 2nd shift (PM) shall be entitled to a shift differential of 3.5%.

**ARTICLE X  
CLOTHING ALLOWANCE**

Effective January 1, 2001, all police officers permanently assigned to plain clothes duty shall receive a \$600.00 yearly clothing allowance, \$300.00 to be paid in January and \$300.00 to be paid in July. A police officer who has completed three (3) or more months in any six (6) month period is entitled to an amount of money which bears the same proportion to \$300.00 as his/her time on plain clothes duty bears to six (6) months.

Effective January 1, 2015, all patrol division officers shall be entitled to a uniform allowance of \$450.00 per year.

Effective January 1, 1999, all police officers shall be entitled to a \$325.00 yearly cleaning allowance.

Effective January 1, 2015, all police officers shall be entitled to a \$150.00 yearly footwear allowance. This allowance shall be paid with the first cleaning allowance payment each year.

All probationary officers shall be provided with a complete set of uniforms and all necessary equipment at the City's expense at the time of their hiring, or prior to completion of the police academy. These officers shall not be eligible to purchase additional uniforms or equipment from the annual allotment during their first twelve months of employment. Probationary police officers shall receive all additional compensations; college bonus, cleaning allowance and footwear allowance, at the time of hiring. It is agreed and understood that should a probationary officer leave the employ of the City within six months, the full amount of compensation shall be deducted from his/her final paycheck. If the officer leaves the employ of the City after six months and less than twelve months, said compensation shall be prorated for the months in that period, and deducted from his/her final paycheck.

Effective January 1, 2015, it will be mandatory for all police officers to wear bullet resistant vest. The City shall provide at its expense bullet resistant vests to all police officers. He/She shall be required to wear it unless otherwise authorized by the Chief/Commissioner or his designee. Further, replacement of such vests shall be at City expense at the expiration date of the manufacturer's warranty. The cost of such vests shall not be considered as part of the equipment

allowance. Police Officers assigned to plain clothes duty shall be subject to the Department's General Order 2.1.3 Protective Soft Body Armor, as amended. Where a police officer currently owns a bullet resistant vest, the Chief/Commissioner, at his discretion, shall have the option of replacing that vest with a new one. Should the Chief choose to do so, the City shall reimburse the police officer for his/her bullet resistant vest on a pro-rated basis. The City shall allow the officer to choose a different vest, from that which is provided by the city, as long as the vest conforms to NIJ standards and is on the reimbursable list with approval from the Chief / Commissioner. The officer will be responsible for any additional costs associated with the vest of his/her choosing. The officer will not receive any funds in return if he/she chooses a vest that costs less.

**ARTICLE XI  
COMPENSATION FOR COURT AND HEARINGS**

A police officer shall be paid at the overtime rate of one and one-half times his/her normal hourly rate of pay for time spent, while off duty, in magisterial courts and courts of record when he/she has appeared in such courts upon subpoena or request of the court in his/her capacity as a police officer of the City of York. Provided, however, that a police officer shall receive a minimum of one (1) hour's pay at the overtime rate for off duty court appearances held within a sixty (60) minute period. If court appearances are scheduled at intervals of sixty (60) minutes, or longer the police officer shall receive a minimum of one hour's pay at the overtime rate for each off duty court appearance. The intent of this provision is to compensate a police officer on the basis of off duty time actually spent in court and not on the basis of the number of cases for which such appearance has been required.

In the event the officer is required to appear for magisterial, civil or criminal proceedings on a scheduled relief or vacation day, the officer shall then be compensated at a rate two (2) times his/her regular rate of pay for time spent.

The current method of compensating an officer whom is called to attend a court proceeding when off duty on a day when he he/she is scheduled to work shall be continued.

**ARTICLE XII  
INSURANCE**

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

<u>Type of Benefit</u>	<u>Amount</u>
Life Insurance	\$40,000
(Double Indemnity Rider)	\$40,000
Accidental Death & Dismemberment	\$40,000

MEDICAL PLAN

Effective September 1, 2009 the City shall implement the Platinum PPO Plan. All officers hired after June 1, 2007, will be required to participate in the PPO Plan. The PPO Plan shall contain a deductible carryover provision. If a participant satisfies the deductible in October through December of the calendar year, such paid deductible will satisfy the following calendar year's deductible for claims involving the same illness or injury.

	<b>Indemnity</b>	<b>Platinum PPO In Network</b>	<b>Platinum PPO Out of Network</b>
Deductible (S/F)	\$100	\$100/\$200	\$200/\$400
City Funds (S/F)	n/a	n/a	n/a
*Out of Pocket Max (S/F)	\$800	\$1,000/\$2,000	\$2,000/\$4,000
Maximum	\$1,000,000	Unlimited	\$2,000,000
Basic Coinsurance	100%	90%	70%
Major Med Coinsurance	80%	90%	70%
PCP Copay	20%	\$10	70%
SCP Copay	20%	\$20	70%
ER (waived if Admitted)	100%	\$75	70%
Inpatient Copay			\$250
PREVENTION			
Mammogram	yes	yes	no
Routine Exam	no	no	no
Pelvic	yes	yes	no

\*not including deductible

#### HEALTH CARE - HEARING

Exams	once annually, SCP copay
Devices	1 device per ear / every 3 years

#### DENTAL CARE

Preventive & General	100%
Prosthetic	50%
Maximum for preventive, General & Prosthetic	\$3,000/yr.
Orthodontics-	
CHILDREN UNDER 19 YEARS OF AGE-	
Co-insurance	50%
Lifetime maximum per child	\$1,500

VISION CARE

Maximum in any 12 consecutive months- Examination	\$45.00
Maximum in any 12 consecutive months for adult Maximum in any 12 consecutive months for child Lenses-	
Single	\$60.00
Bi-focal	\$100.00
Tri-focal	\$140.00
Cataract	\$125.00
Contact	\$190.00
Frames	\$70.00
Unit price for lenses and frames:	
Single lenses and frames	\$130.00
Bi-focal lenses and frames	\$170.00
Tri-focal lenses and frames	\$210.00
Corrective Eye Surgery	\$1,000 / once lifetime

PRESCRIPTION DRUG PROGRAM DESIGN

Three-tier design as follows:

- \$5 generic
- \$15 formulary brand
- \$30 non-formulary brand

Mandatory generic with physician DAW override where medically necessary. Except in the case of a DAW override, if officer selects brand when generic is available, there will be an ancillary charge equal to the cost difference between the brand and what the City pays for the generic drug.

Step Therapy (existing drug therapies to be grand fathered, consistent with the participant's Annual Health Risk Assessment)

Lifestyle Drugs must be pre-Authorized

The City shall provide Police Professional Liability Insurance Coverage during the term of this Agreement so long as such coverage is available in the State of Pennsylvania.

RETIREE HEALTH CARE BENEFITS

Officers retiring on or after January 1, 2007 will receive the same health care plan and prescription plan available to active officers. Retirees will contribute \$1,100 per person/\$2,200 per family per year towards the cost of their health care/prescription coverage.

WELLNESS/DISEASE MANAGEMENT

Effective January 1, 2010 the City shall implement the following Wellness/Disease management programs:

Annual Health Risk Assessments – Active officers and spouses who fully complete and submit the health risk assessment receive \$25 (each) in an employee Health Reimbursement Account (HRA)

Lifestyle Management Program – Active officers and spouses who engage with a nurse in risk reduction receive \$50 (each) (\$25 upon signing up and another \$25 upon completing the course) in an HRA.

Disease Management Program – Mandatory participation in program involving counseling by qualified RNs and Registered

PREMIUM CO-PAYMENTS

Once electing to enroll in the PPO Plan, officers shall not be permitted to switch back to the current traditional indemnity plan.

Officers enrolled in the Indemnity or Platinum PPO will be charged a premium co-payment of:

Year	Single	Family
2015	\$150	\$300
2016	\$200	\$400
2017	\$250	\$500
2018	\$300	\$600

The monies shall be deducted as pre-tax dollars from the first (1<sup>st</sup>) two pays of each month.

OPT OUT / OPT IN PROVISION

Effective April 1, 2009, officers who have health care and prescription coverage available from another source, with documented verification of the same, may choose to opt-out of the City’s health care and prescription Plans.

In return, the officer will annually receive \$1,200, payable in monthly installments of \$100.

If the officer chooses to reinstate medical coverage with the City, then upon written request from the officer, the City shall reinstate coverage for the officer and eligible dependents.

PLAN DOCUMENT

Upon the issuance of this Award, the 1986 Plan Document will govern all disputes that arise under the current traditional indemnity plan, provided that there shall be no reduction in the current benefits received by officers who are permitted to remain in that plan. The parties are directed to

meet and agree upon a Plan Document that will govern the PPO Plan. The Board of Arbitration shall retain jurisdiction for the express purpose of resolving any differences that may arise over the parties' creation of a PPO Plan document.

Additional information on health benefits can be obtained from the Certificate of Coverage or the Office of Human Resources.

The City shall provide Police Professional Liability Insurance Coverage during the term of this agreement so long as such coverage is available in the State of Pennsylvania.

**ARTICLE XIII  
PAID HOLIDAYS**

The following paid holidays shall be granted to each police officer:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	General Election Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Day Before Christmas
Independence Day	Christmas Day

In addition, any other day declared as a Holiday for City employees of the City of York. If a holiday falls on a relief day or a vacation day, the police officer is granted another day off.

Should a police officer be required to work on a holiday, he shall receive another day off with pay, except the police shall be paid at time and one-half for having worked New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas in addition to compensatory time given.

Each police officer shall be entitled to one personal leave day with pay annually. Personal leave must be requested and approved in advance of its being taken by the Unit Commander. A request for a specific personal leave day may be denied if there has been an excessive amount of vacation leave or personal leave already approved for that specific day.

The City of York agrees to compensate each police officer an additional one-half (1/2) day's pay. It is agreed and understood that this payment shall be paid in a lump sum payment for the pay period immediately preceding Christmas.

If an officer is recalled or held over for duty on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas the officer shall be paid / compensated double his/her rate of pay at a minimum of four hours or actual hours worked, whichever is greater.

**ARTICLE XIV  
VACATION**

Police officers shall be granted vacation with pay as follows:

<b>Years of Service</b>	<b>Vacation Time Granted</b>
0 - 1	½ day per month based upon months remaining in year employed. Computed from date of employment.
1 - 5	14 days - 1 1/6 days per month
5 -10	16 days - 1 1/3 days per month
10-15	18 days - 1 ½ days per month
15-20	21 days - 1 ¾ days per month
20 -25	25 days - 2 1/12 days per month
25 or more	28 days - 2 1/3 days per month

Vacation leave shall not be granted to new employees until they have completed six (6) months of continuous service with the City.

Vacation leave may be granted in advance of its being earned. However, should any police officer resign from the force while owing the City vacation leave, the amount of money equal to the number of days owed shall be deducted from the final pay check.

Vacation leave must be requested and approved in advance of its being taken.

Vacation leave shall be scheduled to provide for the orderly conduct of City operations.

Vacation preference for a police officer of a rank below Sergeant shall be determined on the basis of departmental seniority, to whatever extent practical, provided that the asking of such times does not interfere with the efficient operations of the department. Vacation preference for a police officer with rank of Sergeant or higher shall be determined on the basis of seniority in rank.

Upon retirement, a police officer has the option of being paid for vacation and holidays he/she would have been credited with during the entire calendar year or using same for early retirement.

Effective January 1, 2008, accumulated, but unused vacation leave shall be payable to the employee only upon retirement (superannuation, vested and disability).

Police officers may carry over seven (7) days of vacation from year to year at the discretion of the Chief/Commissioner.

Effective January 1, 2007, employees may accumulate up to 100 hours of compensatory time.

Compensatory time will be limited to 100 hours for retirement payout. Compensatory time in excess of 100 hours earned prior to January 1, 2007, must be used during 2007 or paid out to the officer in the final pay in 2007.

**ARTICLE XV  
SICK LEAVE**

Sick leave shall be earned at the rate of thirty (30) days per year with a maximum accumulation of two hundred (200) days.

Upon retirement, the police officer is to be compensated twenty-five percent (25%) of the first two hundred (200) days of accumulated but unused sick leave. The police officer shall have the option of taking time off or being paid for the days.

Effective January 1, 2008, accumulated, but unused vacation leave shall be payable to the employee only upon retirement (superannuation, vested and disability).

In the event of the death of an employee, any sick leave accrued to the time of death shall be paid to the spouse or his estate.

Three (3) or more consecutive days of illness, or if a pattern of continues absence because of illness occurs, a medical certificate will be required before the employee can qualify for sick leave.

Routine physical appointments by employees, as opposed to emergency physical care, do not qualify for sick leave.

Employees shall make every effort to schedule outpatient appointments outside of working hours.

Sick leave is to be used for the illness of the police officer. Should illness in the immediate household require the police officer's presence, sick leave for this purpose may be granted at the discretion of the Police Commissioner or the Chief of Police in accordance with the Family Medical Leave Act.

In the event that a police officer sustains an injury while in the course of his employment with the City of York, he shall receive his regular rate during the period of temporary total disability, less any Workers' Compensation payments.

A bonus of one-half (½) day's leave with pay shall be given to all police officers who use no sick leave in any calendar quarter. A bonus of one day of leave with pay shall be given to all police officers that use no sick leave in any calendar year. These extra leave days shall be applied to the succeeding year's vacation schedule.

The Union will participate in the City Sick Leave Donation Plan.

**ARTICLE XVI  
LEAVE FOR DEATH IN FAMILY**

Employees shall be granted three (3) days with pay, upon request and upon authorization of the division commander, for the death of parent, grandparent, child, grandchild, spouse, brother, sister, step-parent, step-child, mother-in-law or father-in-law. All other leave for death in the family must be taken as vacation leave, if any, and in lieu of vacation time, then unused, accumulated sick leave may be used.

**ARTICLE XVII  
EDUCATIONAL ASSISTANCE PROGRAM**

The purpose of the Educational Assistance Program is to give police officers financial assistance for approved courses of study related to Police Science/Criminal Justice in order to increase their job effectiveness and improve their performance.

The Educational Assistance program gives police officers the opportunity to be reimbursed 50% for college level courses taken in an approved accredited educational program related to Police Sciences/Criminal Justice.

**REQUIREMENTS FOR ELIGIBILITY**

All full-time police officers completing their probationary period are eligible to apply for educational assistance.

The City may grant time for accredited police related courses on duty, with the approval of the Police Chief/Commissioner and the Human Resources Director, in the event that it is not possible to schedule Police Science courses on off-duty time. In instances such as these, the time required to attend the courses will not be subtracted from the police officer's vacation.

**REQUIREMENTS FOR REIMBURSEMENT**

In order to be considered for educational assistance, an officer must obtain approval through the chain of command to the Police Chief/Commissioner and the Human Resources Director, prior to enrollment, as follows:

A request for educational assistance must be submitted through the officer's immediate supervisor to the Police Commissioner. The officer should submit the request no later than three (3) weeks prior to the start date of classes, for approval, keeping in mind any deadline for pre-registration.

The Police Chief/Commissioner will review and, if appropriate, approve the request and submit it to the Human Resources Director for review and approval.

**AMOUNT/EXTENT OF REIMBURSEMENT**

Officers who successfully complete the approved course(s), and upon providing the City with

satisfactory evidence that the employee had personally paid for the course and received a final grade no lower than 2.0 (on a 4.0 scale), or a passing grade when grade given in that course is on a pass/fail system, will be reimbursed 50% of the reimbursable expense.

Reimbursable expenses consist of tuition cost, required special fees and required textbooks.

Effective January 1, 1999, all officers who have earned degrees for college courses or graduate level studies shall be entitled to an education bonus as follows:

Associate's Degree	\$200.00 per year
Bachelor's Degree	\$400.00 per year
Master's Degree	\$600.00 per year

An officer shall receive only one of the above allowances. The bonus will be paid in January of each year.

### **ARTICLE XVIII DISCIPLINE**

In the event an employee is suspended, he may request a hearing by the Board of Appeals by presenting his request in writing to the Police Commissioner or Chief of Police within two (2) working days from the date he receives notification of the suspension.

It is understood that an aggrieved officer under the provisions of this Article shall have the right to elect to grieve his suspension through the formal grievance procedure outlined in Article V of this Agreement; however, should an officer elect one of these two alternatives available to him, he shall be unable to subsequently elect the other alternative to grieve the same suspension.

It is further understood that this Article pertains to suspensions only.

The Board of Appeals shall consist of:

1. The Police Commissioner or Chief of Police or appointee.
2. President of Fraternal Order of Police or appointee.
3. Disinterested party.

Each member of the Board's vote shall carry equal weight in the final decision. A written decision shall be given to the employee within five (5) working days after the meeting. The decision of the Board shall be final and binding on both parties. Expenses and fees of the disinterested member shall be borne equally by said parties.

It is understood and agreed that any officer who is suspended, reprimanded or otherwise disciplined for just cause shall not receive a disciplinary shift change in addition thereto. This provision shall not apply to any shift change resulting from the need to maintain an efficient Police Department.

**ARTICLE XIX  
JUST CAUSE**

The City of York shall not discipline, suspend, demote or discharge any police officer without just cause. This paragraph is not intended to diminish the City of York's management rights under Article IV of this Agreement to discipline, suspend, demote or discharge any police officer.

**ARTICLE XX  
PERSONNEL FILES AND REPRESENTATION**

In the event the City should place any information that may be considered of a derogatory nature, or affect a police officer's performance record in the police officer's personnel file, the officer shall be given a copy of said information at that time.

All such material shall be purged from the officer's personnel file as follows:

- (a) Materials relating to first or second level offenses (oral or written reprimands), shall be purged two years after the issuance of the reprimand, provided that the officer has continued to serve as a police officer of the City of York and no further disciplinary action has been taken against the officer in the interim.
- (b) Materials relating to third level offenses (suspensions of from one to five days), shall be purged three years after the completion of the serving of the suspension, provided that the officer has continued to serve as a police offer of the City of York and no further disciplinary action has been taken against the officer in the interim.
- (c) Materials relating to fourth level offenses (suspension of from six to ten days), shall be purged four years after the completion of the serving of the suspension, provided that the officer has continued to serve as a police officer of the City of York and no further disciplinary action has been taken against the officer in the interim.
- (d) Materials relating to fifth level offenses (suspension of from eleven to thirty days), shall be purged five years after the completion of the serving of the suspension, provided that the officer as continued to serve has been taken against the officer in the interim.

There shall be one official set of personnel files that shall be maintained and used in cases of disciplinary action against police officers.

In the event a supervisor or the department should determine that an investigation of a police officer should be conducted, police officers shall then be entitled to the procedures as set forth under the City of York Police Department General Orders, as amended.

All complaints and allegations of misconduct not resolved as prescribed herein will be thoroughly investigated by the Inspectional Service Division in accordance with the following guidelines:

Notification - The member under investigation and his or her commanding officer will be notified immediately, unless the complaint or allegation involves a continuing offense and/or such notification would otherwise affect the ability to ascertain all facts relevant to

the case.

Questioning of Members - Members are required to answer all questions by or render any relevant statements to, any officer conducting an official investigation.

A member under investigation shall not be required to answer any question that may tend to incriminate him or her, nor shall a refusal to answer such questions constitute grounds for disciplinary action.

Interrogation of Members - The interrogation shall be conducted at a reasonable hour, preferably at a time when the member is on duty, unless the seriousness of the investigation is such that an immediate interrogation is required.

The interrogation shall take place at the offices of the Inspectional Service Division or at City Hall.

If the member being interrogated is under arrest, or is likely to be placed under arrest as a result of the investigation, he or she shall be completely advised of his or her rights prior to the commencement of the interrogation.

Interrogation sessions shall be reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

A member under interrogation shall not be subjected to offensive language or threatened with transfer, demotion, disciplinary action or dismissal. No promise or reward shall be made as an inducement to answer any question.

The complete interrogation of any member, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. A copy of this recording shall be available to the member or his or her counsel upon request.

At the request of any member under interrogation, he or she shall have the right to be represented by counsel or any other representative of his or her choice who shall be present at the times during such interrogation unless waived by the member. The interrogation shall be suspended for a reasonable time until representation can be obtained.

Personal Property - A member's personal property shall not be subjected to search or seizure without probable cause, and a warrant when required by law. Departmental property may be searched at any time, even if assigned to and/or used exclusively by one member, however, wall lockers are the property of White Rose Lodge No. 15, Fraternal Order of Police, and cannot be searched without the consent of the individual assigned to the locker.

Communications - Departmental communications facilities may be monitored at any time, under conditions permitted by law.

Equipment - The use of any investigative technique constituting entrapment is strictly prohibited.

The parties further agree that a police officer at any time during the course of a meeting with any member of the Police Department, where the superior officer feels said meeting could result in disciplinary action greater than a reprimand, shall be entitled to F.O.P. representation, or attendance of legal counsel of his choice.

## **ARTICLE XXI DEPARTMENTAL MEETINGS**

The Department may call two (2) departmental meetings annually, only one of which shall be mandatory. Compensation shall be in compliance with FLSA and the current collective bargaining agreement.

## **ARTICLE XXII RETIREMENT**

All Police Officers hired before January 2, 1978, shall be granted retirement under the provisions of this paragraph. Police officers shall be eligible for retirement after twenty (20) years of continuous service. If an officer retires prior to reaching age fifty (50), he shall continue to contribute to the Police Pension Fund an amount equal to that he was paying prior to retirement. At age Fifty (50), the officer will be eligible for retirement pay in an amount equal to fifty percent (50%) of his yearly annual salary at retirement (longevity included).

All Police officers hired on or after January 2, 1978 shall be granted the same pension benefits as those hired prior to January 2, 1978, except that those hired after January 2, 1978, shall be eligible for retirement only after twenty (20) years and six (6) months of continuous service.

All Police Officers hired on or after January 1, 2015 shall be granted the same pension as those hired prior to January 1, 2015, except that those hired after January 1, 2015, shall be eligible for retirement only after twenty (20) years and six (6) months of service and after attaining the age of fifty-five (55).

Any employee retiring on or after January 01, 2015 shall receive a 2.5 % cost of living adjustment for life.

It is recommended that police officers electing retirement give at least thirty (30) day notice where possible and, if a bona fide job opportunity arises, at least fifteen (15) days. It is understood that such a requirement is not mandatory and is voluntary on the part of the police officer.

The Union endorses all retirees to elect to receive a 2.5% COLA beginning January 1, 2013.

### DEFERRED RETIREMENT OPTION PLAN (DROP)

Effective January 1, 2007, the existing pension plan shall be modified to provide for a deferred

retirement option plan (DROP). The Drop shall be designed by the plan actuary in an actuarially neutral manner, which will allow police officers who are eligible for retirement under the Pension Plan to retire while still continuing their employment for a period not to exceed three (3) years. In order to enter the DROP Program, a retirement eligible officer must make the request in writing and specify the date on which he will separate from employment.

During the period of time a member is in the DROP Program, the officer's monthly pension benefit shall be deposited in a self-directed deferred compensation account, such accounts to be mutually agreed to by the parties

When an officer elects to enter into the DROP, the officer will begin participating in the retired officers' healthcare plan that's in effect at the time of entry into the DROP. While the officer remains in the DROP, the annual premium shall be deducted from the first (1<sup>st</sup>) two pays of each month.

### EARLY RETIREMENT OPTIONS

1. Effective January 1, 2007, the Pension Plan shall be modified to provide for a vested benefit of 50% of final salary after 20.5 years of service, to be received upon reaching normal retirement age without pro-ration of the benefit under certain conditions. The retiring officer shall have the option to continue to make contributions to the Retirement Plan until reaching age 50 and have the pension benefit based upon the final average salary the officer would have attained at the age 50, or to cease contributions and to receive a pension at age 50 calculated using the salary earned at the time of leaving employment. Officers hired after January 1, 2015, shall be eligible for this option, except that they must continue to make contributions to the Retirement Plan until reaching the age of 55 and have the pension benefit based upon the final average salary the officer would have attained at the age of 55, or cease contributions and to receive a pension at age 55 calculated using the salary earned at the time of leaving employment.
2. To provide an opportunity and incentive for early retirement any police officers may purchase years of service time up to a total of two years to be applied toward his years of service to qualify for a pension. The formula for calculating the purchase price shall be the same as that used to calculate the purchase price for non-intervening active military service purchase. This opportunity is being offered to police officers who give written notice to the city of their election to exercise this option by December 31, 2002 and whose retirement shall be effective by January 15, 2003. The City may offer this option in the future as an incentive for early retirement in lieu of furloughs or layoffs.
3. The parties agree that, if in the future the Mayor shall determine that it is necessary to permanently reduce the number of sworn police officers on the police force, prior to any police officers being furloughed or laid off, the City will notify the FOP and will offer the same incentives provided in paragraphs 2 above for the purpose of reducing the staff of sworn officers through early retirement rather than furlough or layoff. If, after thirty days following the notice of the intent to reduce the number of sworn officers, a sufficient number of officers meet the required reduction have not elected to exercise the early retirement options, then the

City may proceed with furloughs or layoffs as it deems necessary. (This provision shall not apply to temporary furloughs or layoffs for economic reasons) Not to exceed 90 days.

### MILITARY BUYBACK PROVISION

In order to provide an incentive for early retirement, an option to purchase non-intervening active military service buyback provision shall be added to the Police Pension Ordinance and shall be effective January 1, 2004. Officers shall be permitted to buy up to three years of non-intervening military time at an amount calculated pursuant out the following formula: 10% of the average of the first three years of salary from the date of hire as a York City police officer (used in the calculation of pension benefits) multiplied by the years of non-intervening military service up to a maximum of three years, increased by 4.75% cumulative annual interest from the first year of employment as a police officers for the City of York to the effective date of retirement. The payment shall be deposited into the pension fund.

### **ARTICLE XXIII PROMOTIONS**

The procedures herein set forth in the Article shall govern all promotions in the Police Department.

The Chief of Police/Police Commissioner shall be appointed by the Mayor with the advice and consent of City Council.

All promotions to the ranks of Sergeant, Lieutenant and Captain in the Police Department shall be from eligibility lists established by the Civil Service Board. The Board shall govern the composition of the written test, establish guidelines for the oral test and approve those regulations and procedures to be followed in taking tests.

Each candidate for promotion shall be rated by written test, oral test, evaluation and seniority. The relative importance of each rating factor shall be determined by the Board, but the written test shall not be less than 50 percent (50%) of the total score. A seniority allowance of one half (½) point for each full year of service after completion of the first five years shall be added to the total score. Seniority shall not exceed five points of the total score. Scoring procedure will be in compliance with current Civil Service regulations.

Oral tests are to be given by an Oral Test Board composed of not less than three (3) qualified professional persons in the law enforcement field who have not previously served in a professional capacity with any of the candidates to be tested.

The Police Commissioner or Chief of Police, with the approval of the Mayor, shall select one of the top three officers on the list who are certified by the Board for promotion.

### **ARTICLE XXIV ASSIGNMENT**

Assignments within the Police Department will be based upon skill and ability. Bid lists will be

posted; however, seniority will be considered only when demonstrated abilities are nearly equal.

#### INVESTIGATIVE DIVISION:

It is hereby determined that position of Detective requires special aptitudes which can best be discovered and developed by job training and observation, and accordingly appointment to such positions shall be made as follows:

- (a) Assignment to the Detective unit shall be made by the Police Commissioner or Police Chief upon the written request of the Detective Division Commander.
- (b) In the event more than one officer applies for said assignment and it is determined that two or more of those applying possess the same skill, ability and qualifications, then seniority shall be the determining factor.
- (c) Management shall not remove a person from the position of Detective for other than just cause.
- (d) Completed a minimum of four (4) years of service within the Department
- (e) Obtained a rating of satisfactory in the investigations category with an overall rating of not less than very satisfactory in the previous year's performance evaluation.
- (f) In the event more than one officer is being considered for said assignment then the final determination will be made in conformance with the guidelines established within the main section of this Article.

### **ARTICLE XXV PAY FOR ACTING RANK**

Any police officer who is assigned in an acting capacity within a vacant position within a higher salary range for a period exceeding fifteen (15) consecutive working days shall be paid the higher salary for the period worked in such acting capacity. Such pay shall be retroactive to the beginning of this assignment.

It is agreed and understood that a police officer assigned to another position shall be expected to carry out the necessary job responsibilities required of other officers of the same rank.

### **ARTICLE XXVI INSPECTOR**

The assignment of a police officer to the position of Inspector shall not be construed to be a promotion, although because of the extreme responsibility of the position, he/she should receive at least the salary of a Lieutenant. At the discretion of the Police Commissioner or Chief of Police, with the advice and consent of the Mayor, the Inspector may be returned to his/her civil service rank and salary at any time.

The assignment of "Inspector" is a staff position and the individual shall have no line of authority except as it applies to his own staff.

**ARTICLE XXVII  
STRIKES AND WORK STOPPAGES**

During the term of this Agreement, there shall be no strikes, stoppages of work, slowdown, or any direct interference with the City's operations. Any employee participating in such actions may be disciplined or dismissed. Any claim by the City of violation of this section shall be presented to the President of Lodge 15, F.O.P. in writing and if unresolved within five (5) working days shall be subject to the arbitration provisions of this Agreement. The Police agree that pending the raising, processing and settlement of a contract violation, that there should be no strikes, stoppages of work, slowdowns, or any direct or indirect interference with the City's operations.

The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining, including any demands made by the Police during negotiations.

**ARTICLE XXVIII  
LABOR/MANAGEMENT COMMITTEE**

The Fraternal Order of Police and the City agree to establish a committee of four (4) consisting of equal representation, and said committee shall hereafter be referred to as the Labor/Management Committee, for the purpose of resolving employee or management problems.

It is understood that either labor or management may request a convening of this Committee, and prior to the convening of the said Committee, either or both parties shall submit to the other, a copy of the agenda, listing the issues they wish to discuss, seven (7) days in advance.

A primary function of this Committee shall be to discuss the application of the rules and regulations for police officers of the City of York and disputes over contract language.

The F.O.P. shall, when necessary, have an additional floating member for this committee who shall sit in on the meetings to replace a permanent member who is unable to attend.

Members of this Committee shall be paid for attendance at this meeting if held during their regular work shift.

Both parties will notify each other within thirty (30) days of the signing of this Agreement as to whom will be the respective representatives of the Fraternal Order of Police and Management.

Any agreements mutually reached by the Labor/Management Committee shall be reduced to writing and shall be attached to, and become part of this Agreement.

**ARTICLE XXIX  
DUES DEDUCTIONS**

The City agrees to deduct the monthly Union. membership dues from the earned wages of each

employee within the bargaining unit who requires the City individually, in writing, to do so. The Union hereby certifies that its present amount of membership dues has been fixed pursuant to its constitution and by-laws. In the event that the amount of its dues is hereafter changed, such change will be provided in writing to the City thirty (30) days prior to any change in dues deductions. The Union agrees to hold the City of York harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of action taken by the City of York in connection with the deduction of dues. The term "dues" shall not be deemed to include any fine, assessment, contribution or other form of payment required from the Union members.

Should any change in the deduction of dues result in increased cost to the City's payroll system, the Union will absorb the cost of this change.

**ARTICLE XXX  
F.O.P. BUSINESS**

Effective January 1, 1999, F.O.P. representatives/officers shall be permitted thirty (30) days of time off with pay to conduct F.O.P. business.

**ARTICLE XXXI  
MEMORANDUMS OF UNDERSTANDING**

All Memorandums of Understanding will be attached to this document and enforced upon date of agreement.

**ARTICLE XXXII  
PROVISIONS APPLICABLE TO NEW POLICE OFFICERS**

1. Employees hired prior to their completion of Act 120 Training who subsequently separate from employment with the City for any reason other than death or disability within two (2) years of his or her date of graduation from the Police Academy shall be required to reimburse the City for any all costs paid by the City for the Officer's Police Academy tuition from the date of the Officer's separation from employment. The City may deduct any amount owed for this reimbursement from the Officer's accrued, but unused leave time for which the Officer would otherwise be entitled to compensation.
  
2. Employees hired after having completed Act 120 Training who subsequently separate from employment with the City for any reason other than death or disability within two (2) years of his or her first day of employment as a certified police officer shall be required to reimburse the City for any all costs paid by the City for the Officer's police vest. The amount owed shall be payable within seven (7) business days from the date of the Officer's separation from employment. The City may deduct any amount owed for this reimbursement from the Officer's accrued, but unused leave time which the Officer would otherwise be entitled to compensation.

**TERMS OF AGREEMENT**

This Agreement shall be effective as of January 1, 2015, and shall continue in full force and effect to December 31, 2018, and thereafter from year to year unless either party to this Agreement gives ninety (90) days written notice, prior to any yearly anniversary date thereafter, to terminate the Agreement.

It is agreed that other benefits previously enjoyed by the Police under arbitration awards, which awards have not subsequently been changed by agreement of the parties, shall remain as heretofore.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by UNION and this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by CITY.

FOR THE CITY:

\_\_\_\_\_  
C. Kim Bracey, Mayor

\_\_\_\_\_  
Robert Lambert, City Controller

FOR WHITE ROSE LODGE NO. 15

\_\_\_\_\_  
Michael P. Davis, President – White Rose Lodge #15 Fraternal Order of Police

\_\_\_\_\_  
Scott H. Ross, Recording Secretary– White Rose Lodge #15 Fraternal Order of Police

ATTEST:

\_\_\_\_\_  
Dianna Thompson, City Clerk