

COLLECTIVE BARGAINING
LABOR AGREEMENT
BETWEEN THE

FRATERNAL ORDER OF POLICE
POWER CITY LODGE #18

AND

CITY OF HAZLETON
LUZERNE COUNTY
PENNSYLVANIA

2022-2025

ON BEHALF OF AND FOR THE BENEFIT OF ALL
HAZLETON CITY POLICE OFFICERS

Contract Topics

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRATERNAL ORDER OF POLICE

POWER CITY LODGE #18

AND

CITY OF HAZLETON

ARTICLE 1
PREAMBLE

1.1 GENERAL

This agreement, made this 7th day of December, 2021, by and between **THE FRATERNAL ORDER OF POLICE, POWER CITY LODGE #18, HAZLETON**, representing the **HAZLETON CITY POLICE OFFICERS**, hereinafter referred to as the **F.O.P.**, acting through their duly elected representatives, who acted on behalf of all Hazleton City Police Officers, and

The **CITY OF HAZLETON, LUZERNE COUNTY, PENNSYLVANIA**, acting through its duly appointed and elected **CITY OFFICIALS**, hereinafter referred to as **CITY**.

WHEREAS, the City and the F.O.P. have, pursuant to Act of June 24, 1968, P.L. No. 111, 43 P.S. Section 217 et seq., as amended negotiated an agreement covering the terms and conditions of employment, including compensation, hours, working conditions, discipline, equipment, and other benefits;

WHEREAS, both parties have had bargaining sessions, and proposals and counter proposals have been exchanged between the parties; and

WHEREAS, both parties have reached an agreement and final understanding regarding the foregoing, and hereby intend, pursuant to the foregoing statute, that this understanding should be set forth in writing.

NOW THEREFORE, the F.O.P and the City set forth the following to become effective from **JANUARY 1, 2022 TO DECEMBER 31, 2025**, as indicated, which constitutes the agreement reached between the parties.

ARTICLE 2
RECOGNITION

2.1 Definition of Bargaining Unit

2.1.1 Pursuant to Act of June 24, 1968, P.L. No. 111, 43 P.S. Section 217 et seq., as amended, the City recognizes the F.O.P. as the sole and exclusive representative for all Hazleton City Police Officers, for the purpose of representation and collective bargaining with regard to matters pertaining to wages, hours, discipline, conditions of employment, and other benefits.

ARTICLE 3

PRIOR ARBITRATION AWARDS AND AGREEMENTS

3.1 Prior Awards / Agreements

3.1.1 All past practices, prior arbitrations awards and agreements are hereinafter incorporated, and the provisions of the awards and agreements shall be applicable, except as modified herein or by written mutual agreement between the parties.

3.1.2 If any of the awards by an arbitration panel are not implemented, either as a reason of legal impediment or failure to obtain necessary legislation, then the arbitration panel shall be reconvened so that an equivalent benefit can be given in place the benefits not granted. If the neutral chairman is not available, then the parties shall select another neutral chairman by the method provided in Act 111 of 1968.

3.1.3 Past practices, prior arbitration awards and agreements that have been able to be identified and agreed upon by the herein parties are identified below. The parties agree that should a past practice, prior arbitration award or agreement that is not listed herein can be verified, such shall be incorporated herein as if identified below.

ARTICLE 4

HEART AND LUNG ACT

4.1 Benefits

4.1.1 The City shall provide for all Heart and Lung Act benefits as provided for in law to all police officers. This shall include, in addition to base pay, any and all other benefits or fringe benefits due each police officer and in accordance with the Heart and Lung Act of 1935.

4.1.2 All Heart and Lung claims shall be subject to the grievance procedure and the arbitration process.

ARTICLE 5

CLASSIFICATION RANKS

5.1 New and/or Changed Classifications/Ranks

5.1.2 If any new classifications or ranks are established by the City, or if the duties of existing classifications or ranks are substantially changed, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed class or rank and proposed wage to the F.O.P. for review within thirty (30) days. The contract will then be subject to reopening for this sole purpose of negotiating a wage for the class or rank.

5.1.3 If the parties cannot agree to the pay range after negotiations, the matter shall be submitted to binding arbitration. The neutral chairman shall be selected by the method provided in Act 111 of 1968.

ARTICLE 6

UNION SECURITY

6.1 Agency Shop- Check-Off

6.1.1 All police officers of the Hazleton City Police Department who do not join the bargaining unit representative, shall, as a condition of continued employment with the Hazleton City Police Department, as a police officer, pay to the police officers' representative each month a service charge as a contribution toward the administration of the collective bargaining agreement between the parties, which shall be equal to the regular monthly dues and assessments of the police, which are required of all unit police officers.

6.1.2 The police shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall rise out of, by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this agency shop clause. The City is required to deduct the current dues and assessments from compensation received by the members of the Hazleton City Police Department. The dues and assessments shall be deducted at the current monthly rate of all unit police officers from each paycheck on the last pay of each month, and shall be forwarded to the Treasurer of the bargaining unit representing the Hazleton City Police Officers.

6.2 Discrimination On The Basis Of F.O.P. Activity

6.2.1 There shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any police officer because of F.O.P. membership, or because of any activity permissible under any Federal law or State law, and this contract.

ARTICLE 7
WORK RULES

7.1 Notice of New or Changed Work Rules

7.1.1 The City agrees to furnish the F.O.P. with a thirty (30) written notice of the City's intention to make changes in Departmental rules, regulations, general orders, policies, or procedures that would affect the working conditions of any or all police officers, or equipment peculiar to police work.

7.1.2 If there are any proposed changes, that are mandatory subject of bargaining, the parties shall negotiate. If any agreement is not reached within thirty (30) days from the first meeting between the parties, the matter shall be submitted to binding arbitration. The chairman shall be selected by the method provided in Act 111 of 1968.

ARTICLE 8
UNION BUSINESS

8.1 General

8.1.1 Each representative will be expected to perform his/her duties as a representative of the F.O.P. on their own time. However, it is recognized that from time to time it will be necessary for F.O.P. activities to be carried on during working hours, for example: Investigations and processing of complaints, disputes, and grievances, attendance at executive meetings, general meetings, meeting with the Chief of Police, meeting with the Mayor, meeting with the City Solicitor, monthly F.O.P. meeting, and other duties.

8.1.2 It is further recognized that there are reasonable limited deviations from this policy, such as posting of F.O.P. notices, distribution of F.O.P. literature, and other administrative functions, which do not require substantial periods of time. Where such activities are necessary or reasonable to be performed during working hours, they may be done without loss of pay or hours worked to the representative involved.

8.1.3 The F.O.P. representative designee shall notify his/her on-duty supervisor, whenever possible, prior to taking time from duty to engage in F.O.P. business. Whenever possible, all reasonable requests to any supervisor to complete these duties shall not be infringed upon by the City.

ARTICLE 9

UNION PRESIDENT

9.1 Paid Release Time

9.1.1 F.O.P. President

9.1.2 The City agrees to grant to the duly elected F.O.P president, or his/her designee F.O.P. presidential leave up to (10) days per calendar year with pay and without loss of any other accrued time, leave, pay or other benefits, for any interest arbitration, contract negotiation, and preparation therefore under Act 111, attendance before any Labor Relations Examiner or neutral, State and National F.O.P, conventions, executive board meetings, labor seminars, and other required meetings. In addition, the duly elected F.O.P. president or his/her designee, shall be provided with the following paid leave listed below:

9.2 Local Monthly Meeting

9.2.1 In addition, the duly elected F.O.P. president shall be granted whenever possible, leave from duty with pay, without loss of hours worked, to attend monthly F.O.P. meetings when they fall on regular scheduled work days.

9.2.3 Presidential leave shall be submitted for as soon as practical. However, all such reasonable requests for leave by the president shall not be infringed upon by the City.

9.3 Other Union Positions

9.3.1 In addition to the Lodge President, this Article 9 and its provisions for up to ten (10) days paid leave per calendar year, shall apply for any Hazleton City police officer serving on the Pennsylvania State F.O.P. Board and/or its Committees, or the National F.O.P. Board and/or its Committees.

ARTICLE 10

F.O.P. OFFICE SPACE

10.1 General

10.1.1 The City agrees to provide, at no charge to the F.O.P. a meeting room comparable to the meeting room currently being utilized by the F.O.P. Such room shall be available on a seven (7) day a week, twenty-four (24) hour basis to the F.O.P. This office space shall be available to the F.O.P. in connection with the handling of employee grievances, complaints, administrative duties, labor meetings, F.O.P. business meetings, monthly meetings, and specials meetings.

10.1.2 General janitorial service and repair, lighting, heating, air conditioning, electricity, and limited access security shall continue to be provided without charge to the F.O.P.

10.1.3 In addition, the F.O.P shall be allowed to display, improve, or embellish in the office space F.O.P. charters, memorabilia, pictures, banners, flags, file cabinets, bulletin boards, ballot boxes, refreshments and any other F.O.P. related materials.

ARTICLE 11

BASE PAY

11.1 Base Salary as defined in Article 47 Definitions

11.1.1 The Starting Salary of a newly hired officer shall be 70% of Base Pay.

11.1.2 The salary for a police officer who has completed One (1) years of City service shall be seventy-five (75%) percent of base pay.

11.1.3 The salary for a police officer who has completed two (2) years of City service shall be eighty (80%) percent of base pay.

11.1.4 The salary for a police officer who has completed three (3) years of City service shall be eighty-five (85%) percent of base pay.

11.1.5 The starting salary for a police officer who has completed four (4) years of City service shall be ninety (90%) percent of base pay.

11.1.6 A police officer who has completed five (5) years of City service shall be ninety-five (95%) percent of base pay.

11.1.7 A police officer who has completed six (6) years of City service shall be one hundred (100%) percent of base pay.

11.2 Calculation of Full Base Police Officer Pay

11.2.1 Calculation of Full Police Officer Base Pay, currently \$69,521.59, shall be made according to the following schedule:

January 1, 2022	increased by (2 1/2%) -- \$71,259.87
January 1, 2023	increased by (3%) -- \$73,397.35
January 1, 2024	increased by (3%) -- \$75,599.27
January 1, 2025	increased by (3%) -- \$77,867.24

ARTICLE 12

LONGEVITY

12.1 Calculation of Longevity

12.1.1 For officers employed on the ratification date of this agreement, longevity shall be one (1%) for every two (2) years of services to a maximum of ten (10%) percent over twenty (20) years based on the fourth year police officer wage in effect that year. Any officer who earned longevity in 2000 which resulted in a dollar benefit higher than the maximum permitted in 2001 shall not have his longevity reduced or increased, but shall have the dollar value of his longevity frozen at the 2000 amount.

12.1.2 For officers hired after ratification of this agreement, longevity shall be as follows:

After 3 years 1%

After 6 years 2%

After 9 years 3%

After 12 years 4%

After 15 years 5%

ARTICLE 13
RANK DIFFERENTIAL

13.1 Calculation of Rate

13.1.1 For promotion occurring after ratification of this agreement, any police officer who attains the Civil Service rank position of Corporal, Sergeant, Lieutenant or Captain by virtue of a promotion in accordance with the Rules and Regulations of the City of Hazleton Police Civil Service Board shall be paid the following amounts computed as percentage based on top patrolman's salary:

Corporal	five (5%) percent over base police officer rate
Sergeants/Current Detectives	ten (10%) percent over base police officer rate
Lieutenants	fifteen (15%) percent over base police officer rate
Captains	twenty (20%) percent over base police officer rate

13.1.2 All police officers are eligible to test for the next higher Civil Service rank from the Civil Service rank they currently hold.

13.1.3 There should be at least a five (5%) percent difference between the salary of each Civil Service rank position within the Police Department.

13.1.4 Any police officer upon completion of 12 years of service shall receive the status of patrolman first (1st) class and shall receive a one (1%) pay increase over top patrolman's salary.

13.2 Calculation of Other Rates

13.2.1 For the purpose of obtaining the rank of First Sergeant, this shall be a nominated position by the Chief of Police for appointment by the Mayor from among the Civil Service promoted

Sergeants only. Any first Sergeant shall receive an additional two (2%) percent salary over the rank of Sergeant to twelve (12%) percent over full base.

13.2.2 Captains shall be nominated in accordance with Civil Service Rules and Regulations by the Chief of Police for approval by the Mayor. Captains' salaries shall be twenty (20%) percent over base salary.

13.2.3 All police officers, appointed and/or promoted to any rank, title, or position, that have held that position for more than one year shall not have their rank, title, salary or position reduced without just cause or due process. Corporals, Sergeants, Captain and Lieutenants shall not have their rank, title, salary, or position reduced without just cause or due process.

ARTICLE 14

DETECTIVE

14.1 General

14.1.1 For the purposes of obtaining the title and position of Detective, this shall be nominated by the Chief of Police for approval by the Mayor.

14.2 Calculation of Rate

14.2.1 Any officers with the rank of Detective at the time of ratification shall maintain the ten (10%) salary increases they currently have. After ratification of this agreement, any police officer appointed to the position and title of Detective shall immediately receive a salary increase of five (5%) percent over base salary.

14.3 Removal

14.3.1 Any police officer appointed to the position and title Detective by the City, after a one (1) year probation period, shall not be removed or have their salary reduced or have the title Detective removed or have the normal investigatory duties of a Detective changed without a written request to the Chief of Police from the Detective, or the City having just cause. After the one (1) year probationary period, this Article shall be subject to the grievance and arbitration process. If a Detective is returned to patrol, they will maintain their civil service rank.

ARTICLE 15

SHIFT DIFFERENTIAL

15.1 Shift Differential for All Officers as Follows:

	2 nd Shift	3 rd Shift
2022-2025	\$0.70	\$1.00

ARTICLE 16

OVERTIME

16.1 General

16.1.1 Overtime pay shall be given for all hours worked in excess of eight (8) hours per day, and in excess of forty (40) hours per week.

16.1.2 The overtime rate shall be one and one-half (1-1/2) times the regular base pay of each police officer.

16.1.3 There shall be an equitable distribution of overtime assignments among all police officers according to seniority in order to give each police officer in the police department an opportunity to accept overtime assignments according to seniority. Once an officer refuses an overtime assignment or accepts an overtime assignment, that name shall be moved to the bottom of the list so that the next time an assignment is available, it shall be offered to the next police officer in line on the seniority list.

16.1.4 When a Police Officer is called in off-hours or scheduled time off, they shall be compensated at the rate of one and a half (1.5) times the officer's base pay or as described for recognized holidays in Article 26 for a minimum of four (4) hours regardless of the time worked, in addition to holiday pay, if applicable.

16.1.5 Any officer who accepts overtime prior to the start of their scheduled shift, shall only receive pay from the time they report up to the start of the assigned shift.

ARTICLE 17
WORK SCHEDULE

17.1 General

17.1.1 The work week shall consist of any five (5) workdays in the calendar week from Monday through Sunday.

17.1.2 The workday shall be any eight (8) consecutive hours within the period of midnight to midnight of the calendar day.

17.1.3 There shall be a minimum of eight (8) hours off between any shifts. When two shifts are worked with fewer than eight (8) hours off, hours worked beginning with the end of the first shift shall be paid at the rate of time one and one-half (1-1/2).

17.1.4 A change in shift may only take place in event of an emergency, which is defined as an unanticipated event that requires immediate police action. In the event a schedule is changed, the changed shift shall be paid at the rate of time one and one-half (1-1/2) unless agreed by both parties.

17.1.5 The City agrees that it will prepare and post a work schedule which covers a two (2) week period in advance of the days covered by the schedule no later than 4:00 p.m. (1600hrs) every other calendar Friday.

17.2 Mandatory three (3) uniformed officers on patrol at all times. The City agrees that in the event that there are only two (2) uniformed patrol officers scheduled to work a given shift that overtime shall be used to call out another patrol officer to make a total of three (3) officers.

ARTICLE 18

COURT TIME

18.1 General

18.1.1 Time spent by any police officer in travel and attendance in court as a result of any matter arising from scope of their employment as a police officer in any proceeding relating to any incident occurring which relates to the official's duties and occurred while they were on duty, outside regular duty hours, shall be compensated as overtime, at the rate of one and one-half (1-1/2) times the police officer's base hourly rate, for all hours spent in said attendance, or a minimum of four (4) hours, whichever is greater. This provision only applies to officers who are current City officers at the time of the requested appearances.

18.1.2 In the event that such attendance is required before District Justice, the minimum period for compensation pursuant to this section shall be (2) hours overtime.

18.1.3 The time any police officer is required to attend and travel to any criminal quasi-criminal, labor or civil matter, shall be calculated from the time the police officer must report to Hazleton City Hall, to then travel to the required location and back to Hazleton City Hall.

18.1.4 All police officers shall be provided with a city owned police vehicle to travel to said proceedings, attendance, and return there from any proceeding, hearing, or court case pursuant to this Article if requested by the police officer.

18.1.5 In addition to the above compensation, a police officer shall also be paid mileage, computed from Hazleton City Hall to the location of said proceedings and return therefrom, if a privately owned vehicle is required by the City to be used. The mileage to be paid by the City to the police officer under this section shall be at the rate currently approved by the U.S. Internal

Revenue Service. Further, the City shall pay all parking expenses and tolls incurred in pursuit of such attendance.

18.1.6 The provisions of this Article shall apply for any and all travel time and attendance spent as witness, or expected to be called as a witness, or a prosecutor for: Investigating Grand Jury, criminal pretrial hearings, sentence court, bail reduction hearings, suppression or discovery hearings, revocation hearings, civil court, coroners inquest, A.R.D. hearing, plea bargaining sessions, mental health hearings, any and all miscellaneous court hearings, juvenile court, hearings before the Pennsylvania Department of Revenue, Pennsylvania Department of Labor, Pennsylvania Department of Transportation Hearing Examiner, hearings before any arbitrator or neutral, required meetings with the Attorney General's office, required meetings with any other Federal, State, County agency or office.

18.1.7 Any witness fees or reimbursement received by the police officer shall be retained by the police officer.

18.1.8 It is understood that the City shall not change or modify any police officer's work schedule in order to avoid overtime as set forth under the provisions of this agreement, unless agreed upon by both parties.

18.1.9 All fractions of time shall be computed and paid by the City to the next highest one-half (1/2) hour.

18.1.10 In the event any police officer is subpoenaed after the effective date of the police officer's retirement, the City shall be obligated to pay, and provide transportation, to the retired police officer under the above provisions at the salary the police officer would have been earning had the police officer remained currently employed by the City.

ARTICLE 19

DISTRIBUTION OF CONTRACT

19.1 Distribution Requirements

19.1.1 Within thirty (30) days after the execution of this agreement, and any future agreements, awards, and decisions, an updated and consolidated agreement shall be drafted by the parties which include the terms and provisions of the agreement, award, and decision.

19.1.2 The City shall then within thirty (30) days pay for one (1) signed original 1 PAPER COPY TO BE PROVIDED TO THE UNION, of the complete consolidate agreement with any and all updates of any agreement, awards, and decisions with the complete attached Bill of Rights AND ALL OTHER COPIES to be distributed ELECTRONICALLY to each member of the bargaining unit.

ARTICLE 20

UNIFORM – ALLOWANCE

20.1 Cash Allowance

20.1.1 The City shall provide, and pay in full, the cost of all originally issued uniforms and auxiliary police equipment. This shall include as many sets of particular items of clothing as is reasonable in any manner by the City. The uniforms shall be provided for all police officers according to the foregoing standard at the sole expense of the City.

20.1.2 Work related purchase, expense or maintenance: Starting in 2022, each police officer shall receive a cash uniform allowance up to seven hundred fifty (\$750.00) dollars per year to be included in the second pay period of April. This allowance shall run by calendar year from January 1 to December 31 of each year. The items purchased for work shall be purchased at the discretion of the officer and not the City. However, there will be no reimbursement for damage occurring during course of duty. The Chief of Police shall supervise the appearance of the police officers.

20.2 Initial Issue.

20.2.1 All newly hired police officers shall receive, without cost, from the City, as their initial issue at least the following items, two (2) pair of summer uniform pants, two (2) long sleeve uniform shirts with shoulder emblems, two (2) short sleeve uniform shirts with shoulder emblems, one (1) CRUSHED hat, one (1) EMBROIDERED winter KNIT hat, two (2) uniform ties, one (1) leather duty outer belt, one (1) duty semiautomatic holster, two (2) leather magazine holders, three (3) ammo magazines, one (1) set of handcuffs, two (2) handcuff keys, one (1) leather handcuff case, four (4) leather belt keepers, one (1) leather duty belt flashlight holder, one (1) metal type duty belt flashlight with recharge, one (1) nylon shell type heavy winter hip length

coat with emblems, one (1) lightweight spring/fall line nylon shell type coat with emblems, one (1) full length reversible rain coat, one (1) rain hat reversible cover, one (1) traffic whistle with lanyard, one (1) bullet proof vest, one (1) shirt badge, one (1) hat badge, one (1) can Oleoresin Capsicum spray at least 37 grams net weight, one (1) leather duty belt holder for Oleoresin Capsicum can, one (1) semiautomatic duty weapon which is the type currently in use by all patrol officers, one (1) leather latex glove duty belt holder, and one (1) name plate for uniform, Class A uniform (to include Sam Brown belt, patent leather shoes, and patent leather handcuff case), 1 radio holder and 1 taser holster.

20.3 Duty Ammunition

20.3.1 Required ammunition for duty pistol, magazines, and annual qualifications shall be provided to each police officer without charge. Each police officer's duty ammunition shall be replaced at least annually by the City without cost to the police officer.

20.4 New/Additional Items

20.4.1 In addition, the City shall provide to each police officer, without cost, any initial new clothing item, embellishments, and equipment of any type not provided for in any police officer's initial issue, and required by the City. The said items shall be first furnished, without charge to every police officer by the City, before any police officer is required to purchase and maintain the new items expiration, additional replacements to every police officer of Oleoresin Capsicum spray.

20.5 Return of Equipment

20.5.1 In the event any newly hired police officer, with up to five (5) years of City service, terminates their employment with the City for any reason, that police officer shall return all items in the initial issue back to the Chief of Police, or his/her designee. This return of items shall not

include any uniform shirts, uniform pants, uniform hats, or uniforms name tag. Should the police officer not have the items provided in the initial issue, or the items returned are damaged, the police officer shall replace each item damaged, or not returned, to the Chief of Police, or his/her designee, at current replacement costs to the City. All police officers, regardless of their time of service, must return his or her handguns upon leaving employment. Police officers may purchase his or her handgun upon leaving employment. The F.O.P., at its option, may purchase the departing police officer's handgun for the departing police officer. Upon ratification of this Agreement, the F.O.P. shall withdraw grievance No. ____.

20.6 Purchase of Pennsylvania Vehicle Code and Pennsylvania Crimes Code

20.6.1 The F.O.P. agree that they shall purchase six (6) current updates for the Pennsylvania Crimes Code and Pennsylvania Vehicle Code annually.

20.7 Newly Hired Officers/Retiring Officers

20.7.1 All newly hired officers shall be provided with the full cash uniform the next calendar year from the date of hire.

20.7.2 In addition, all police officers shall receive each year their full uniform allowance, up to and including their retirement year. Retiring police officers shall receive their full uniform benefit for that year without consideration of days worked in the retiring year.

20.7.3 Any new officer, after ratification of this contract, who leaves for another police position voluntarily prior to reaching their five (5) year anniversary date of City service must reimburse the City, as follows as liquidated damages for reimbursement for all training fees and other fees associated with new hires:

Up to one year	five thousand dollars (\$5,000.00).
Up to two years	four thousand dollars (\$4,000.00)

Up to three years	three thousand dollars (\$3,000.00)
Up to four years	two thousand dollars (\$2,000.00)
Up to 5 years	one thousand dollars (\$1,000.00).

ARTICLE 21

DISTRICT ATTORNEY WRITE-UP

21.1 Rate of Pay

21.1.1 Any police officer required and compelled to attend a District Attorney write-up while off duty, shall be compensated at the rate of time one and one-half (1-1/2). The minimum time payable to the police officer is one and one-half (1-1/2) hours for attendance.

21.1.2 Travel time shall be included in this minimum, from Hazleton City Hall to the required location the police officer must report for the District Attorney write-up, and return to Hazleton City Hall.

21.1.3 The City shall provide any police officer, if requested, a police vehicle from Hazleton City Hall, and return to Hazleton City Hall, those police officers required to attend any District Attorney write-up.

ARTICLE 22

VACATION TIME

22.1 Paid Vacation Rates for All Police Officers Shall be As Follows.

22.1.1 Any police officer HIRED PRIOR TO THE RATIFICATION OF THIS CONTRACT shall receive one (1) week (5 work days) paid vacation at the start of the new calendar year from the date of hire.

22.1.2 All police officers HIRED PRIOR TO THE RATIFICATION OF THIS CONTRACT shall receive two (2) weeks (10 work days) paid vacation starting in the second (2nd) calendar year of City service.

22.1.3 All police officers HIRED PRIOR TO THE RATIFICATION OF THIS CONTRACT shall receive three (3) weeks (15 work days) paid vacation starting in the third (3rd) calendar year of City service.

22.1.4 Upon the completion of six (6) years of City service, all police officers HIRED PRIOR TO THE RATIFICATION OF THIS CONTRACT shall receive four (4) weeks (20 work days) paid vacation each calendar year.

22.1.5 Upon completion of twenty (20) years of City service, all police officers HIRED PRIOR TO THE RATIFICATION OF THIS CONTRACT shall receive five (5) weeks (25 work days) paid vacation each calendar year.

22.1.6 Upon ratification of this contract, all newly hired police officers shall receive:

- One (1) week (5 work days) prorated paid vacation at the start of the new calendar year from the date of hire.

-At the start of the third (3rd) calendar year of city service, officers hired after the ratification of this contract shall receive two (2) weeks (10 work days) paid vacation each calendar year.

-At the start of the fifth (5th) calendar year of city service, officers hired after the ratification of this contract, three (3) weeks (15 work days) paid vacation each calendar year.

-At the start of the tenth (10th) calendar year of City service officers hired after the ratification of this contract shall receive four (4) weeks (20 work days) paid vacation each calendar year.

22.2 On-Duty Requirements

22.2.1 In the event that a police officer, while on vacation, is required by subpoena or specifically assigned by the City, supervisory or command personnel to appear in Court, or act in any other official capacity, the police officers shall be paid for a minimum of eight (8) hours.

This shall include any and all premium pay due to the police officer, and the police officer shall have restored another vacation day in lieu of the vacation day used for official capacity reasons.

22.3 Seniority

22.3.1 From January 1st through January 31st, of each calendar year, any police officer with greater Hazleton City Police Department seniority shall be permitted to select their vacation period before a police officer with less seniority. Following that period of time, all vacation time shall be granted on a first come basis. As of February 1st all paid time off shall be approved or disapproved within 10 days of submission.

22.4 Scheduling of Vacation

22.4.1 All vacation time shall be subject to scheduling, and approval by the Chief of Police, or his/her designee, and in accordance with the prior listed requirements and the following additional requirements.

22.4.2 All vacation time due each police officer shall be used by December 31st of each year. Vacation time shall not accrue year to year.

22.4.3 Vacation time shall be requested for at a minimum of the Wednesday of the prior work week. Any emergency vacation time requested off shall be subject to approval by the Chief of Police, or his/her designee, and granted at their discretion.

22.4.4 Any police officer eligible for one (1) week paid vacation, must use one (1) week prior to December 31st of each calendar year, and in accordance with the other provisions of this Article 22.

22.4.5 Any police officer eligible for two (2) weeks or three (3) weeks paid vacation, must use at least one (1) week prior to June 30th of each calendar year, and in accordance with the other provisions of this Article 22.

22.4.6 Any police officer eligible for four (4) weeks, five (5) weeks, or more vacation, shall use at least two (2) weeks vacation prior to July 31st of each calendar year, and in accordance with the other provisions of this Article

22.4.7 All Detective's Paid time off shall be approved or disapproved by the Police Chief or his designee.

ARTICLE 23

PERSONAL LEAVE

23.1 General Requirements

23.1.1 All police officers shall receive four (4) paid personal days off per calendar year. Police officers who have sixteen (16) years or more of City service as a police officer will receive five (5) personal days per year. The fifth personal day cannot be used on a premium holiday.

23.1.2 All police officers shall use at least two (2) of the four (4) personal days prior to December 1st of each calendar year. All personal days shall be selected and scheduled by the individual officer. If scheduled to work, the police officer shall notify the police supervisor on duty no later than normal reporting time of their use of a personal day.

23.1.3 (Removed)

23.1.4 Starting in January 1998, newly hired police officers shall receive personal days based upon their first day of employment with the City. All newly hired police officers shall receive personal days on a prorated basis at the rate of one personal day per quarter of the calendar year in which they began working. For example, police officers hired in January, February, or March shall receive four (4) personal days in the first calendar year of hire. Police officers hired in April, May, or June shall receive three (3) personal days in the first calendar year of hire. Police officers hired in July, August, or September shall receive (2) personal days in the first calendar year of hire. Police officers hired in October, November, or December shall receive one (1) personal day in the first calendar year of hire.

23.1.5 All newly hired police officers shall receive personal days at the same rate as all other police officers, starting in January of the new calendar year, from the date of their employment with the City.

ARTICLE 24

BEREAVEMENT LEAVE

24.1 General

24.1.1 All police officers shall receive paid bereavement leave, which shall begin on the day of the immediate family member's death, until the day after the funeral. The bereavement leave under this section shall not exceed seven (7) days. In the event the funeral is more than seven (7) days from death, the leave may be non-consecutive.

24.1.2 Immediate family for this Article 24 shall be defined as the following: wife, husband, daughter, son, including step or adopted children, mother, father, including step mother or step father, sister brother, including half or step sister, or half or step brother, grandchild, grandparents, and parents of spouse.

24.1.3 All police officers shall receive one (1) day paid bereavement leave the day of the funeral for any non-immediate family members.

24.1.4 Non-immediate family members for this Article 24 shall include the following: aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other person living in the home of the police officer immediately prior to death.

ARTICLE 25

SICK LEAVE

25.1 Calculation of Sick Time

25.1.1 Those police officers at the time of ratification of this Agreement, shall

accrue sick leave as follows: 220 days

No official who has accumulated more than 240 days as of January 22, 2020 will lose any sick days; rather they will be allowed to maintain the number accumulated but not increase it in excess of 240 days.

25.1.2 Officers hired after January 22, 2020 shall receive an annual rate of fourteen (14) sick days per year. New hires only may accrue sick leave to a maximum of 180 days.

25.1.3 The F.O.P. may form a sick bank. If a police officer maintains the maximum of sick leave days, the officer may donate up to ten (10) days per year without affecting the police officer's sick leave bonus. Police officers who do not maintain the maximum number of sick leave days may donate up to ten (10) days per year, but any donation will affect their sick leave bonus. The F.O.P. is responsible for managing the sick bank, including informing the City on a bi-annual basis of the amount of days accumulated in same; determining who is to receive sick leave bank days; and informing the City within five (5) days of a donation to the sick bank and the officer making the donation.

25.1.4 Family sick days shall be included in the yearly sick days received. For the purposes of this Section "Family" shall be defined as wife, husband, daughter, son, including step or adopted children, mother, father, including step mother or step father, sister, brother, including half or step sister, or half or step brother, grandchild, grandparents, and parents of the spouse.

25.2 Unused Time

37

(3) PER YEAR CAN BE USED



25.2.1 All police officers employed as of January 22, 2020 shall be entitled to a sick leave buyout from the City upon obtaining retirement of any kind. The percentage buyout will be at the rate of fifty (50%). For police officers hired after January 22, 2020, upon retirement of any kind, they shall be paid \$100.00 per day up to 180 days.

25.2.2 The current hourly salary of the police officer at the time of separation, taking into account any and all base pay as defined in Definition section, due the police officer shall be paid by the City to the police officer of all unused sick time.

25.3 Sick Leave Cash Bonus Pay

25.3.1 Sick leave cash bonus shall be paid annually to each police officer as follows:

Zero (0) sick days in the calendar year	\$800.00
One (1) sick day in the calendar year	\$600.00
Two (2) sick days in the calendar year	\$400.00
Three (3) sick days in the calendar year	\$200.00

25.3.2 All police officers shall receive the sick leave cash bonus, if eligible, by the second pay of each calendar year in January.

25.3.3 Newly hired police officers shall not be eligible for any sick leave bonus until the start of the new calendar year after date of hire.

ARTICLE 26

MONTHLY HOLIDAYS

26.1 General

26.1.1 Effective January 1, 1996, each police officer shall be entitled to twelve (12) paid monthly holidays each year. One paid monthly holiday off per year throughout the calendar year shall be a scheduled paid day off.

26.1.2 All paid monthly holidays off shall be submitted for at least by the Wednesday of the week prior to the date requested.

26.1.3 All paid monthly holidays off and scheduled shall be approved by the Chief of Police, or his/her designee.

26.1.4 All newly hired police officers shall receive one monthly paid holiday off after the first month from the date of hire.

26.2 Additional Compensation

26.2.1 In the event a police officer works on the paid monthly holiday, the police officer shall receive as holiday pay an extra day's pay computed at the officer's regular rate.

26.2.2 All police officers shall be paid time one and one half (1-1/2) for all hours actually worked by the Officer on Easter Sunday, Thanksgiving Day, Christmas Day, July 4th, Funfest and New Year's Day.

26.2.3 For the purpose of calculation of compensation, from midnight to midnight of each day shall be considered the holiday. Any police officer called out on overtime or mandated to stay on Easter Sunday, Thanksgiving Day, Christmas Day, July 4th, Funfest and New Year's Day shall be compensated as follows: Three (3) times the wages if mandated, 2.25 times the wages for the first eight (8) hours if called out and three (3) times the wages for any time over eight (8) hours

ARTICLE 27

STANDBY PAY

27.1 General

27.1.1 All police officers shall be compensated at the rate of time one and one half (1-1/2) for a minimum of four (4) hours for all off duty time when a police officer is restricted as to where the police officer may go, or what the police officer may do, in order that the police officer may return quickly to duty upon call. Any police officer under this Article shall report to City Hall for such time period. This compensation SHALL apply to all situations where a police officer is alerted in connection with circumstances such as court appearances, tactical team operations, or any other circumstances which would necessitate being recalled to active duty status AND MANDATED TO BE IMMEDIATELY AVAILABLE. THE EXCEPTIONS TO THIS ARE PREPLANNED TACTICAL OPERATIONS AND ON CALL DETECTIVES.

ARTICLE 28

HEALTH INSURANCE

28.1 Coverage Provided

28.1.1 The City shall provide Highmark PPO, or its equivalent, with a \$250/\$500 deductible for all police officers. All police officers and their families shall also receive a three (3) tier prescription program and chiropractic riders.

Health care provisions for all officers hired prior to January 1, 2007 will remain the same except as indicated below:

Prescription drug rider shall be the following:

Tier 1 \$15.00 Tier 2 \$30.00 Tier 3 \$50.00

Officers shall contribute to their health insurance by way of premium share for all premiums as follows per pay: 2021-2025 - \$75.00 per pay ; For all premiums (including health care, dental and vision) which are in total over \$14,000.00 annually for single coverage, over \$18,000.00 annually for husband and wife coverage, over \$27,000.00 annually for family with 1 child coverage and over \$30,000.00 annually for family coverage, the Employee will contribute 10% of the premium over the aforementioned thresholds, with a Total yearly cap payment contribution from Employee of two hundred dollars (\$200.00). For example purposes only:

family coverage is \$31,000.00, Employee would contribute 10 percent of \$1,000.00 (\$100.00) in addition to the flat rate identified previously in this section.

28.2 Vision Care

28.2.1 All police officers and their family shall receive Davis Vision benefits or its equivalent subject to the premium shares identified in this Article. Starting in 2024, if the Davis Vision benefits cost the City more than two hundred sixty dollars (\$260.00) per employee per year, the

City may change vision plans. Alternatively, if the F.O.P. desires to maintain Davis Vision, its members shall pay, by way of payroll deduction, the amount over \$260.00 per year for Davis Vision benefits.

28.3 Dental Plan

28.3.1 All police officers shall receive the Delta Dental plan for each police officer and his family at no cost. The City may replace the Delta Dental plan with another dental plan, provided the benefits are the same. Starting in 2024, if the Delta Dental benefits cost the City more than eight hundred twenty dollars (\$820.00) per employee per year, the City may change dental plans. Alternatively, if the F.O.P. desires to maintain Delta Dental, its members shall pay, by way of payroll deduction, the amount over \$820.00 per year for Delta Dental benefits.

28.5 Non-Participation

28.5.1 Any police officer who elects to not participate in the City Health Insurance Plans (PPO and Dental) shall receive a stipend of five hundred dollars (\$500.00) for each month the officer does not participate in the City Health Insurance Plans to a maximum of six thousand dollars (\$6,000.00) per year. Payments under this provision shall be distributed in monthly installments the second pay period of each month and shall be included in the officer's paycheck. This provision does not apply to any City police officer whose spouse is also a City employee and eligible to participate in a City health insurance plan.

28.6 Health Care Committee

28.6.1. (A). Within thirty (30) days of the ratification of this Agreement, the parties shall establish a Health Care Committee that shall remain in existence for the duration of this Agreement. The Committee shall be comprised of the Plan Coordinator, two representatives

designated by the City and two bargaining unit members designated by the FOP. Attorneys for the parties be *ex officio* members of the Committee.

(B). The Committee shall meet as often as necessary to perform its function. All parties agree that they shall consider the performance of the duties attached to the Committee as a contractual priority and shall only designate representatives to the Committee who will make all reasonable efforts to devote the necessary time and interest to the activities of the Committee to maximize its potential for the successful completion of its function and purpose. If scheduled to work, FOP designees will be permitted to attend meetings.

(C). The purpose of the Committee shall be to examine and consider alternative health care plans, benefits, providers, delivery mechanisms and structures that will continue to provide high quality health care benefits to the bargaining unit members and their families and to discuss new trends in health care as well as the effect of any changes to health care plans.

(D). The City may fund the retention of a health benefit consulting firm that is to assist the Committee in its efforts. Upon initial retention the consultant shall perform a study of the existing benefit structure and provide the Committee with initial factually specific suggestions and proposals to accomplish its purposes. Thereafter, and to the extent that further action is required, the consultant shall assist the City in preparing and distributing requests for proposals or other documents deemed necessary by the Committee to implement its decision.

(E). The Committee shall not have the power to bind its appointing principals.

(F). In the event that the FOP should decline to act upon a Committee position that a particular change or modification in the alternative health care plans, benefits, providers, delivery mechanisms and structures that had been examined by the Committee should be adopted, the City may seek arbitration of that dispute in accordance with the terms of this

collective bargaining agreement. If such should occur and the arbitrator is so persuaded by the City, the arbitrator is specifically empowered to modify this Agreement to adopt such City position.

(G). The City shall fully cooperate with the Committee by making available to it any and all records or other documents that it reasonable requires for the performance of its duties and functions and by fully and promptly cooperating with any and all decisions of the Committee regarding the investigation and potential placements of alternative health care devices.

(H). It is recognized and agreed that the formation and performance of the Committee provided for herein is on an experimental basis in a mutual effort to provide quality health care at the most cost effective premium. If the Committee is to perform its purpose and function, an open and frank exchange of ideas must be able to occur. Therefore, the parties mutually agree that neither shall make direct or indirect reference to the existence, function or any activities of the Committee or either party's action (or inaction) based thereon in any future proceedings between the parties.

28.7 DROP Program

28.7.1 The City will provide the names of three (3) actuaries to the F.O.P. The F.O.P. will select one of the actuaries to conduct the DROP Program study. The cost of the study shall be borne equally by the parties, with a cap on the City's portion of \$5,000.00.

29.8.3 The City of Hazleton will withhold sums authorized by officers from each pay, or monthly, in Accordance with existing Hazleton City policy regarding such voluntary deductions. The funds will be deposited with the Plan Administrator on or before the 15th day of the month that next follows the month in which the money was withheld.

Designations shall be good for a period of one (1) year and once determined may not be changed with the beginning of the following year (during the month of January). Where no change has been made in the designated amount to be deducted, the City of Hazleton shall be authorized to continue to deduct the same amount previously deducted and so on from year to year unless and until an individual officer authorizes a different amount or withdraws his/her authorization to deduct any amount in accordance with the procedure provided heron for annual designation.

29.8.4 Officers shall not be permitted to borrow from the 457 Plan or to pledge the 457 Plan assets for a purpose. The amount accrued and credited to officers' accounts shall be reported on an annual basis by the Plan Administrator and may be distributed to officers upon retirement or separation from service together with any interest earned thereon in accordance with the provisions of the said 457 Plan.

medical coverage shall I continue without cost to the retired of any kind Hazleton City police officer and his/her spouse. Any children covered by the City health and medical benefits at the time of the Hazleton City police officer's retirement of any kind shall also be covered with the same level of health and medical benefits without cost until the minor children reach the age of majority.

29.6 Post retirement health care for officers hired after January 1, 2007 and who attain twenty-five (25) years of City service as a police officer and are at least age fifty (50) shall be husband and wife coverage only, with the City paying 50% of the total premium with an annual City cap of \$18,000.00. Such coverage shall be for the lesser of fifteen (15) years or until the retiree reaches Medicare eligibility. The coverage shall be subject to the same deductibles and co-pays as active police officers.

29.7 Officers pension contribution shall be increased to a total of five (5%) percent, effective January 1, 2019 through the term of this contract.

29.8 457 PLAN

The City of Hazleton will establish a 457 account for members of the Lodge 18 Fraternal Order of Police in compliance with Section 457 of the Internal Revenue Code.

29.8.1 After the said 457 account has been established, officers may, at their option, contribute a portion of their earnings to such 457 Plan pursuant to Section 457 of the Internal Revenue Code, as amended, up to the maximum allowed by law.

29.8.2 The Lodge 18 Union shall select the administrator of the 457 Plan (Plan Administrator) who will manage the 457 Plan herein authorized without cost to the City of Hazleton.

provided, however, that the total of the annual cost-of-living adjustments shall not exceed the police officer's contractual base pay as defined in the Definitions section of the herein Agreement, Article 46, during the last year of employment with the City.

29.3.4 Effective January 1, 2002, for all officers hired on or after this date, the cost-of-living adjustment applied to an officer's pension benefit will be made in strict compliance with the provisions of the Third Class City code (53 P.S. Section 39301 et seq.).

29.3.5 This City herein recognizes that all retiring police officers shall receive the service increment of \$1,200.00 contained in the Third Class City Code (53 P.S. Section 39301 et seq.)

29.4 Post Retirement Medical

29.4.1 The City shall continue to provide to all retired of any kind Hazleton City police officers who receive funds from the Hazleton City Police Pension Plan, the same level of health and medical coverage in full that the Hazleton City police officer had at the time of his/her retirement of any kind without cost. The city shall continue to provide, without cost, health and medical coverage that shall include vision, dental, prescription, and any other medical and health benefits, for the retired of any kind Hazleton City police officer, and to the retired Hazleton City police officer's spouse, if any retirement of any kind, until the officer or the officer's spouse is covered under another equivalent policy without cost to the officer or Medicare. The City agrees to provide Medicare supplemental insurance for the officer and his spouse without cost to the officer. In the event the alternative coverage stops for any reason the retired officer shall be covered again until Medicare or until covered again by an equivalent policy. If the retired of any kind Hazleton City police officer had family coverage at the time of retirement of any kind, that same level of health and

Police officers Schellhaner, Strenchock, Ferdinand, Feduljo, Zipovsky, Tray, Callavnini, and Tessitore, who are currently employed by the City have elected Plan A.

PLAN B (Does not apply to any current employees or future hires. It is for historical purposes only)

Police officers, Koch, Barnhart, Christopher, Quinn, and Whiteko, currently employed by the City of Hazleton, who have achieved fourteen (14) years or more of service in the year 2000 with or without the purchase of military time, have elected Plan B and shall retire within 42 calendar days of ratification of this Settlement by both parties. Upon retirement within 42 calendar days, Koch, Barnhart, and Whiteko, who have less than twenty (20) years of service shall receive a pension of fifty (50%) percent of their total salary, and an annual cost-of-living adjustment of three (3%) percent of their total salary. The three (3%) percent cost-of-living allowance shall be subject to a cap equaling one hundred (100%) percent of total salary at the time of retirement. Christopher and Quinn, who have more than twenty (20) years of service, have elected the Plan A pension calculation at retirement, but with the Plan B COLA of three (3%) percent and Plan B COLA cap. This plan is an early retirement incentive for these police officers.

Officers retiring under Plan B shall be entitled to any additional benefits contained in the collective bargaining agreement in effect during 1999 as clarified by this Settlement.

PLAN C

All other police officers currently employed by the City of Hazleton have elected Plan C. The Plan C benefit shall be a pension not to exceed fifty (50%) percent of total base pay, as defined in the Definitions section of the herein Agreement, Article 46. There shall also be an annual cost-of-living adjustment of three (3%) percent of the annual pension payment,

29.3.1 The Hazleton City Police Pension Plan, for all retired Hazleton City police officers, shall provide for a full cost-of-living benefit in which the city shall annually increase the allowances of all retired Hazleton City police officers receiving allowances of any kind from the Hazleton City Police Pension Plan, by reason of, and after the termination of services of any Hazleton City police officer, a member of said fund. Said increases shall be in conformity with a uniform scale based upon fifty (50%) percent, or up to seventy-five (75%) percent of the current salary being paid, to include any and all premium pay due the police officer, whichever is greater, a patrolman of the highest grade, or the highest grade or rank or title at which the Hazleton City police officer retired.

29.3.2 All Hazleton City police officers retired of any kind shall receive the aforementioned annual full cost-of-living increase benefit in accordance with the following example. When any Hazleton City police officer retires of any kind, that retired police officer shall receive the appropriate annual full cost-of-living pension raise based upon that retired police officer's total years of City service [to include military time up to four (4) years], total retirement percentage scale (from 50% through 75%) based on years of City service, and the appropriate rank, grade, or title the police officer held upon retirement from the Hazleton City police. All retired of any kind Hazleton City police officers shall receive the annually adjusted pension full cost-of-living increase based upon the current yearly salaries of the Hazleton City police. There shall be a cap equaling one hundred (100%) percent of the total salary at the time of retirement.

In the event of a death of the retired of any kind Hazleton City police officer, the spouse shall continue to receive the aforementioned benefits and full cost-of-living increases until the time of the death of the retired Hazleton City police officer's spouse.

Article 29

Retirement

29.1 Pension Options

29.1.1 All police officers currently employed by the City of Hazleton have exercised a one time option of selecting one of the three different pension options as described below. Each police officer's election is irrevocable.

29.2 Plan A (Does not apply to any current employees or future hires. It is for historical purposes only)

29.2.1 Requirements

29.2.2 Any police officer in the City of Hazleton may retire at the completion of twenty (20) years of service. The city shall provide for a police pension, which shall include any and all premium pay due to the police officer, of fifty (50%) percent of final average salary with twenty (20) years of service, and add service increments of five (5%) percent, which shall include any and all premium pay due the police officer, of the final average salary for each year of service beyond twenty (20) years to a maximum of seventy-five (75%) percent, which shall include any and all premium pay due the police officer, in accordance with the following schedule.

Twenty (20) years of service	pension at fifty (50%) of salary
Twenty-one (21) years of service	pension at fifty-five (55%) percent of salary
Twenty-two (22) years of service	pension at sixty (60%) percent of salary
Twenty-three (23) years of service	pension at sixty-five (65%) percent of salary
Twenty-four (24) years of service	pension at seventy (70%) percent of salary
Twenty-five (25) years of service	pension at seventy-five (75%) percent of salary

29.3 Pension Annual Full Cost of Living Increase

ARTICLE 30

MILITARY SERVICE CREDIT

30.1 General

30.1.1 House Bill 2074 with respect to credit for military service shall be adopted into the Police Pension Plan of Hazleton City.

30.1.2 Military leave shall be granted to police officers in accordance with Federal Law.

ARTICLE 31
LIFE INSURANCE

31.1 General

31.1.1 The City of Hazleton shall provide a life insurance policy on the life of each member of the police department in the face amount of thirty-five thousand (\$35,000.00) dollars with a double indemnity provision in the event of accidental death.

31.1.2 Each member of the police department shall have the right to designate his/her own beneficiary or beneficiaries.

31.2 Life Insurance After Retirement

31.2.1 When any police officer retires, the City shall continue to carry his/her life insurance policy in the face amount of five thousand (\$5,000.00) dollars. There shall also be a double indemnity provision at this time.

ARTICLE 32
EDUCATION PLAN

32.1 General

32.1.1 Educational progress for members of the police department shall be encouraged.

32.1.2 Effective January 1, 1997, the City shall pay the police officers covered by this agreement an educational incentive pay as follows:

Bachelor's Degree Three hundred (\$300.00) dollars

Master's Degree Five hundred (\$500.00) dollars

32.1.3 The educational incentive pay shall be paid each year on the anniversary date of employment, or receipt of degree.

32.1.4 Educational incentive pay shall be applicable to degrees in Police Science and Criminal Justice only.

32.1.5 This Article does not apply to officers hired after ratification.

ARTICLE 33.

FALSE – ARREST INSURANCE

33.1 General

33.1.1 False arrest insurance shall be paid by the City for all police officers.

ARTICLE 34

RESIDENCY

34.1 Requirements

34.1.1 Each and every police officer employed by the City of Hazleton, in the Hazleton City Police Department, shall reside within a twenty (20) air mile radius or half an hour driving time of the boundaries of the City of Hazleton and in accordance with the Civil Service

Rules in effect.

ARTICLE 35

RANK OF CHIEF OF POLICE

35.1 In the event the Chief of Police is civil service appointed from the Hazleton Police Department he/she would retain the highest non appointed rank previously held prior to the appointment, should he/she voluntarily and without cause no longer wish to retain the position of Chief.

ARTICLE 36

OUTSIDE EMPLOYMENT

36.1 General

36.1.1 No police officer shall be employed by an outside entity without recommendation of the Chief of Police to the mayor for consideration of approval. Additionally, this outside work cannot adversely affect the officer's efficiency as a police officer. The officer can be subject to disciplinary action if violation of this section occurs.

ARTICLE 37
DAYLIGHT SAVINGS

37.1 General

37.1.1 Any police officer who works a shift during which the clocks are changed one hour ahead to institute daylight savings time, shall work only to the hour he/she would have been required to work had the clocks not changed, and shall be paid for the full eight (8) hour shift, as regularly scheduled.

37.1.2 By way of example, in the spring, should an officer work an 11:00 p.m. to 7:00 a.m. shift, at which time the clocks are set ahead by one hour, the officer shall only be required to work to 7:00 a.m. daylight savings time, according to the clock that has been set ahead by one hour, but shall be paid for eight (8) hours of work at the appropriate rate of pay.

37.1.3 By way of further example, in the fall, should an officer work the 11:00 p.m. to 7:00 a.m. shift, at which time the clocks are set back by one (1) hour to eliminate daylight savings time, the officer shall be required to work to 7:00 a.m. standard time, according to the clock that has been set back one (1) hour, and shall be paid for eight (8) hours of work at the appropriate rate of pay.

37.1.4 The parties hereto acknowledge and agree as a result of the foregoing certain individuals may work seven (7) hours and some individuals may work nine (9) hours. In either case, the individual will receive payment for eight (8) hours.

37.1.5 Should this practice be declared contrary to law, both parties agree that any amounts that may be due will be waived, and the parties will renegotiate the terms of this practice.

ARTICLE 38

REDUCTION IN FORCE

38.1 Requirements

38.1.1 In the event that the City contemplates any layoffs in the future, it is ordered that the City first notify the F.O.P. in writing at least two (2) weeks in advance and promptly meet with the appointed representatives from the bargaining unit to discuss alternative possibilities to layoffs. The City shall exercise good faith in meeting and discussing the issues with the bargaining unit representatives in order to maintain a level of positive union-management relations.

38.1.2 In the event of a reduction in force, Hazleton City police officers will be laid off in accordance with inverse order of seniority in employment with the Hazleton City Police Department. If it is necessary to reduce the force, then all laid off Hazleton City police officers, that were employed at the time of ratification of this Contract shall continue to receive all medical and insurance benefits for a period of eighteen (18) months and shall be paid a severance pay in the amount of six (6) months. In the event of a reduction in force, all Hazleton City police officers, after ratification of this contract, shall continue to receive all medical and insurance benefits for a period of six (6) months, and shall be paid a severance pay in the amount of six (6) months salary.

ARTICLE 39

CIVIL SERVICE TESTING

39.1 The City recognizes the Civil Service testing, promotions, requirements and rules and shall abide by such.

ARTICLE 40

CIVIL SERVICE PROMOTIONS

40.1 The City recognizes the Civil Service testing, promotions, requirements and rules and shall abide by such, including but not limited to, Corporal, Sergeant, Lieutenant, and Captain positions.

ARTICLE 41
GRIEVANCE PROCEDURE

41.1 General

41.1.1 Grievances shall include any and all disputes between a member(s) and employer, the City of Hazleton, including matters involving interpretation of this agreement, all matters of discipline and all matters involving the Heart and Lung Act.

41.1.2 Step 1. The member, either alone or accomplished by a representative of the bargaining unit or the bargaining unit itself, shall present the grievance in writing to the Chief of Police within thirty (30) days of its occurrence or knowledge of its occurrence. The Chief shall report his/her decision in writing to the member and the bargaining unit representative within seven (7) days of its presentation.

41.1.3 Step 2. In the event that the grievance is not settled in Step 1, an appeal must be presented in writing by the member, or the bargaining unit representative, to the Mayor of the City within seven (7) days after the response at Step 1 is due. The Mayor of the City, or his/her designated representative, shall respond in writing to the member and the bargaining unit representative within seven (7) days after receipt of the appeal.

41.1.4 Step 3. In the event that the grievance has not been satisfactorily resolved in Step 2, the bargaining unit representative may initiate an appeal by serving the Mayor of the City a notice in writing of his/her intent to proceed to arbitration within seven (7) days after receipt of the Step 2 decision is due.

41.2 Selection Process

41.2.1 If the parties are unable to agree within five (5) days upon a mutually acceptable arbitrator, then either party may request the American Arbitration Association to submit a

list of arbitrators, and the matter shall be handled in accordance with the rules of the American Arbitration Association.

41.2.2 The parties shall meet within seven (7) days of the receipt of said list for the purpose of selecting the arbitrator by alternating striking one (1) name from the list, until only one (1) name remains. The City strikes the first name.

41.2.3 The arbitrator shall neither add to, subtract from, nor modify the provisions of this agreement, or of any other arbitration awards. The arbitrator shall confine himself/herself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any other issues not submitted to him/her. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the hearing.

41.2.4 All of the time limits contained in this Article 41 may be extended by mutual agreement. If the City fails to respond in a timely manner in any step of the grievance procedure, the grievance is automatically resolved in favor of the grievance.

41.2.5 All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting their own case.

41.2.6 An aggrieved member and bargaining unit representative and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this section without loss of pay or leave time.

41.2.7 The bargaining unit must receive notice of any grievance filed and must have an opportunity to appear with the grievant at all steps of the grievance procedure.

ARTICLE 42

METROPOLITAN POLICING

42.1 General

42.1.1 This Article 42 shall at all times be enforced for all police officers employed by the City of Hazleton, on or off duty, working inside or outside any of the boundaries of the City of Hazleton as a Hazleton City Police Officer, or any other designator title, reference, or regional agreement such as, Hazleton Metropolitan Police.

42.1.2 All police officers employed by the City of Hazleton who are required to perform any police or police type function, on or off duty, inside or outside any of the boundaries of the City of Hazleton, in any County, Borough, or Township, shall at all times only be considered working as a City police officer.

ARTICLE 43

LINE OF DUTY DEATH

44.1 General

43.1.1 Any police officer killed in the line of duty, on or off duty, shall have their total number of accrued vacation time, holidays, sick time, and personal time accrued at the time of their death paid by the City to the spouse, or estate, at a pay rate which includes rank, longevity, shift differential and overtime. This shall include any and all premium due the police officer.

43.1.2 Any police officer killed in the line of duty, on or off duty, shall have their funeral expenses paid by the City equal to one-quarter (1/4) of the deceased police officer's last full year of employment's W-2 wages. This amount shall be paid directly to the spouse of the police officer, or estate, of the deceased police officer killed in the line of duty within thirty (30) days of the date of occurrence.

43.1.3 This compensation shall be in addition to any and all other compensation provided by any other source, including but not limited to pension, base, shift differential, longevity, rank differential and overtime.

43.1.4 Any police officer spouse and/or family shall receive post-retirement health insurance in the event of line of duty death.

ARTICLE 44

CANINE OFFICERS

44.1 General

44.1.1 Any police officer, working as a canine police officer, shall at least be issued and maintained by the City, in addition to a police work dog without cost, the following items for the proper care and maintenance of the dog: kennel at officer residence for the safekeeping of the dog, traffic lead, obedience lead, police lead with quick release, tracking harness, agitation collar, tracking lead, two stainless steel food and water bowls, grooming comb and rake, shedding blade, nail trimmer, outside dog house of the "dog-gloo" type construction, vari kennel deluxe series gear bag, badge for K-9, training aides, and any other required materials or equipment.

44.1.2 Each police officer assigned to the canine unit shall have all expenses incurred in the training at the canine academy class provided without cost to the police officer by the City.

44.1.3 Each canine officer shall wear "BDU" type clothing as the working uniform while the officer is actually working the canine dog.

44.1.4 All veterinary, prescription, and food bills shall be provided by the City to the officer without cost.

44.1.5 The City shall at least keep and maintain, without cost to the police officer, in City hall a washing tub with hot and cold water, soaps and shampoos for the grooming needs of the dog, and a canine hair dryer.

ARTICLE 45

MANDATORY MINIMUM RANK STRUCTURE

45.1 The following shall be the Mandatory Minimum Rank Structure for the Hazleton City Police Department. All of these positions shall be filled within three (3) months of a vacancy:

Captain

Detective Lieutenant

Patrol Lieutenant,

Administrative Lieutenant

Three (3) Patrol Sergeants

Two (2) Detective Sergeants

Three (3) Patrol Corporals

ARTICLE 46

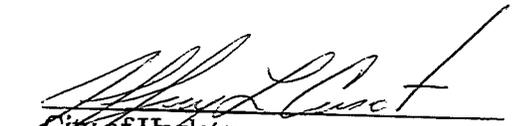
DEFINITIONS

46.1 Base Pay- shall include base pay, rank, longevity, and shift differential.

46.2 Overtime Pay- shall be paid at one and one-half (1-1/2) times the wages, unless otherwise specifically stated herein.

In Witness Whereof, The Parties Hereto,
Fraternal Order of Police, Power City Lodge #18
And the
City of Hazleton, Luzerne County, Pennsylvania

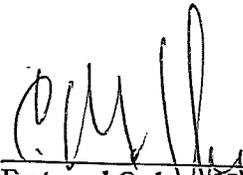
Intending to be legally bound hereby
with these 69 pages of this
collective bargaining
have hereunto set their hand
this 7th day of DECEMBER, 20 21



City of Hazleton
Luzerne County, PA
Jeffrey Cusat, Mayor

12/07/2021
Date

Allan Keegan
12/07/2021



Fraternal Order of Police
Power City Lodge #18
C. Mark Zola, President

07 Dec 2021
Date

 12/7/21

