COLLECTIVE BARGAINING
LABOR AGREEMENT
BETWEEN THE

FRATERNAL ORDER OF POLICE
POWER CITY LODGE #18

AND

CITY OF HAZLETON
LUZERNE COUNTY
PENNSYLVANIA

2012 – 2018

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

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Recognition</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Prior Arbitration Awards and Agreements</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>Heart and Lung Act</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Classification/Ranks</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>Union Security</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>Work Rules</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>Union Business</td>
<td>9</td>
</tr>
<tr>
<td>9</td>
<td>Union President</td>
<td>10</td>
</tr>
<tr>
<td>10</td>
<td>F.O.P. Office Space</td>
<td>11</td>
</tr>
<tr>
<td>11</td>
<td>Salary</td>
<td>12</td>
</tr>
<tr>
<td>12</td>
<td>Longevity</td>
<td>13</td>
</tr>
<tr>
<td>13</td>
<td>Rank Differential</td>
<td>14</td>
</tr>
<tr>
<td>14</td>
<td>Detective</td>
<td>15</td>
</tr>
<tr>
<td>15</td>
<td>Shift Differential</td>
<td>16</td>
</tr>
<tr>
<td>16</td>
<td>Overtime</td>
<td>17</td>
</tr>
<tr>
<td>17</td>
<td>Work Scheduling</td>
<td>18</td>
</tr>
<tr>
<td>18</td>
<td>Court Time</td>
<td>19-20</td>
</tr>
<tr>
<td>19</td>
<td>Distribution of Contract</td>
<td>21</td>
</tr>
<tr>
<td>20</td>
<td>Uniform Allowance</td>
<td>22-24</td>
</tr>
<tr>
<td>21</td>
<td>District Attorney Write-Up</td>
<td>25</td>
</tr>
<tr>
<td>22</td>
<td>Vacation time</td>
<td>26-27</td>
</tr>
<tr>
<td>23</td>
<td>Personal Leave</td>
<td>28</td>
</tr>
<tr>
<td>24</td>
<td>Bereavement Leave</td>
<td>29</td>
</tr>
<tr>
<td>25</td>
<td>Sick Leave</td>
<td>30-31</td>
</tr>
<tr>
<td>26</td>
<td>Monthly Holidays</td>
<td>32</td>
</tr>
<tr>
<td>27</td>
<td>Stand-By Pay</td>
<td>33</td>
</tr>
<tr>
<td>28</td>
<td>Health Insurance</td>
<td>34-35</td>
</tr>
<tr>
<td>29</td>
<td>Retirement</td>
<td>36-39</td>
</tr>
<tr>
<td>Page</td>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>30</td>
<td>Military Service Credit</td>
<td>40</td>
</tr>
<tr>
<td>31</td>
<td>Life Insurance</td>
<td>41</td>
</tr>
<tr>
<td>32</td>
<td>Educational Plan</td>
<td>43</td>
</tr>
<tr>
<td>33</td>
<td>False Arrest Insurance</td>
<td>44</td>
</tr>
<tr>
<td>34</td>
<td>Residency</td>
<td>45</td>
</tr>
<tr>
<td>35</td>
<td>Rank of Chief of Police</td>
<td>46</td>
</tr>
<tr>
<td>36</td>
<td>Outside Employment</td>
<td>47</td>
</tr>
<tr>
<td>37</td>
<td>Daylight Savings</td>
<td>48</td>
</tr>
<tr>
<td>38</td>
<td>Reduction in Force</td>
<td>49</td>
</tr>
<tr>
<td>39</td>
<td>Civil Service Testing</td>
<td>50</td>
</tr>
<tr>
<td>40</td>
<td>Civil Service Promotions</td>
<td>51</td>
</tr>
<tr>
<td>41</td>
<td>Grievance Procedure</td>
<td>53</td>
</tr>
<tr>
<td>42</td>
<td>Past Practices</td>
<td>55</td>
</tr>
<tr>
<td>43</td>
<td>Metropolitan Policing</td>
<td>56</td>
</tr>
<tr>
<td>44</td>
<td>Line of Duty Death</td>
<td>57</td>
</tr>
<tr>
<td>45</td>
<td>Canine Officers</td>
<td>58</td>
</tr>
<tr>
<td>46</td>
<td>Mandatory Minimum Rank Structure</td>
<td>58</td>
</tr>
</tbody>
</table>
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 _________ day of _____________________, 2011, 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, 2012 TO DECEMBER 31, 2018, 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 arbitration 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 benefit 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.
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 full pay, any and all other benefits, premium pay, or fringe benefits due each police officer.

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 arise 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 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 the F.O.P. does not respond in writing within thirty (30) days of the date of receipt of such written notice, the City may assume the F.O.P. does not wish to meet and confer on the proposed changes. If the F.O.P. notifies the City within thirty (30) days that it wants to meet about the proposed changes, the contract will then be subject to reopening for the sole purpose of negotiating new/changes in Departmental rules, policies, procedures, or equipment. If the parties cannot agree 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 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 of ten (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 Meetings

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 a regular, scheduled work day.

9.2.2     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 continue to furnish, clean, and maintain without charge for the F.O.P. an office space of at least the same size and type as is currently provided. The F.O.P. office space shall be located inside of the police department on the first floor of City Hall and normally will 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 special 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

SALARY

11.1 Base Salary

11.1.1 The salary for a police officer who has completed three (3) years of City service shall be one hundred (100%) percent of base salary.

11.1.2 The salary for a police officer who has completed two (2) years of City service shall be ninety (90%) percent of base salary.

11.1.3 The salary for a police officer who has completed one (1) year of City service shall be eighty (80%) percent of base salary.

11.1.4 The starting salary for any newly hired police officer shall be seventy (70%) percent of base salary.

11.2 Calculation of Full Base Police Officer Salary

11.2.1 Calculation of Full Police Officer Base Salary shall be made according to the following schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage Change</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2012</td>
<td>increased by (2%)</td>
<td>$54,337.46</td>
</tr>
<tr>
<td>January 1, 2013</td>
<td>increased by (3%)</td>
<td>$55,967.59</td>
</tr>
<tr>
<td>January 1, 2014</td>
<td>increased by (3%)</td>
<td>$57,646.62</td>
</tr>
<tr>
<td>January 1, 2015</td>
<td>increased by (3%)</td>
<td>$59,376.02</td>
</tr>
</tbody>
</table>

Negotiate for raises in the fourth (4th) year for last three (3) years of contract term:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage Change</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2016</td>
<td>increased by (    )</td>
<td></td>
</tr>
<tr>
<td>January 1, 2017</td>
<td>increased by (    )</td>
<td></td>
</tr>
<tr>
<td>January 1, 2018</td>
<td>increased by (    )</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 12
LONGEVITY

12.1 Calculation of Longevity

12.1.1 Effective January 1, 2001, longevity shall be one (1%) for every two (2) years of service 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.
ARTICLE 13
RANK DIFFERENTIAL

13.1 Calculation of Rate

13.1.1 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 a percentage based on top patrolman’s salary:

- Corporal: five (5%) percent over base police officer rate
- Sergeants/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 shall be at least a five (5%) percent differential 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.

- Patrolman 1st Class: one (1%) percent over base police officer rate

13.2 Calculation of Other Rates

13.2.1 For the purpose of obtaining the rank of First Sergeant, this shall be an appointed position by the Chief of Police 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 For the purpose of obtaining the rank of First Lieutenant, this shall be an appointed position by the Chief of Police from among the Civil Service promoted Lieutenants only. Any First Lieutenant shall receive no additional salary compensation or benefits above that of Lieutenant until further negotiated.

13.2.3 All police officers, appointed to any rank, title, or position, within the requirements set forth by this contract only, 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 purpose of obtaining the title and position of Detective, this shall be an appointed title and position by the Chief of Police. The selection shall be from among any currently employed Hazleton police officer.

14.2 Calculation of Rate
14.2.1 Any police officer appointed to the position and title of Detective shall immediately receive a salary increase of ten (10%) percent over that of a full base police officer’s salary.
14.2.2 Any police officer appointed to the position and title of Detective shall receive either the ten (10%) percent increase over full base for the position and title of Detective, or the salary increase over full base for that of the police officer’s rank held, whichever is greater.
14.2.3 No police officer shall be assigned or required to regularly work in plainclothes or a uniform in a Detective position in the Detective Division, or regularly scheduled the duties and responsibilities of a Detective by the city, without the immediate additional salary and title appointment of Detective to that police officer by the city.

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 case. After the one (1) year probationary period, this Article shall be subject to the grievance and arbitration process.
ARTICLE 15
SHIFT DIFFERENTIAL

15.1 Shift Differential for All Officers as Follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
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</thead>
<tbody>
<tr>
<td>2012</td>
<td>$0.70</td>
<td>$1.00</td>
</tr>
<tr>
<td>2013</td>
<td>$0.70</td>
<td>$1.00</td>
</tr>
<tr>
<td>2014</td>
<td>$0.70</td>
<td>$1.00</td>
</tr>
<tr>
<td>2015</td>
<td>$0.70</td>
<td>$1.00</td>
</tr>
<tr>
<td>2016</td>
<td>$0.70</td>
<td>$1.00</td>
</tr>
<tr>
<td>2017</td>
<td>$0.70</td>
<td>$1.00</td>
</tr>
<tr>
<td>2018</td>
<td>$0.70</td>
<td>$1.00</td>
</tr>
</tbody>
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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 salary 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 office 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.
ARTICLE 17
WORK SCHEDULING

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 and one-half (1-1/2).

17.1.4 A change in shift may only take place in the 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 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. (1600 hrs) 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 the scope of their employment as a police officer in any criminal, quasi-criminal, labor or civil matter proceeding 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.

18.1.2 In the event that such attendance is required before a District Justice, the minimum period for compensation pursuant to this section shall be two (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 therefrom 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 a witness, or expected to be called as a witness, or a prosecutor for: Investigating Grand Jury, criminal trials, criminal pretrial hearings, sentence court, bail reduction hearings, suppression or discovery hearings, revocation hearings, civil court, coroners inquest, A.R.D. hearings, 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 District Attorney office, required meetings with the Attorney General 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.
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 sufficient copies of the complete consolidate agreement with any and all updates of any agreement, awards, and decisions with the complete attached Bill of Rights to be distributed to each member of the bargaining unit without charge.
ARTICLE 20
UNIFORM ALLOWANCE

20.1 Cash Allowance

20.1.1 The City shall provide, and pay in full, the cost of all original issue 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 forgoing standard at the sole expense of the City.

20.1.2 Work related purchase, expense or maintenance allowance: Starting in 2012, each police officer shall receive a cash uniform clothing allowance up to six hundred ($600) dollars per year with copies of receipts. This allowance shall run by calendar year from January 1 to December 31 of each year and the city shall reimburse the officer within 10 days of turning in the receipt to administration. The items purchased for work shall be purchased at the discretion of the officer and not the city. 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 winter uniform pants, 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) winter eight point cloth hat, one (1) summer eight point mesh hat, one (1) winter “fur type” 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) winter leather coat with emblems, 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.

20.3 Duty Ammunition
20.3.1 Required ammunition for duty pistol, magazines, and annual qualification 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.

20.4.2 The City shall, in addition, provide to each police officer without charge, as needed through use, damage or 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 uniform name tag. Should the police officer not have the items provided in the initial issue, or the items returned are damaged, that 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.

20.6 Purchase of Pennsylvania Vehicle Code and Pennsylvania Crimes Code

20.6.1 The police agree that they shall purchase current updates for the Pennsylvania Crimes Code and Pennsylvania Vehicle Code annually. The Pennsylvania Vehicle Code and Pennsylvania Crimes Code updates cost shall be deducted from the cash uniform allowance provided by the City to each police officer.

20.7 Newly Hired Officers / Retiring Officers

20.7.1 All newly hired officers shall be provided with the full cash uniform allowance the next calendar year from the date of hire.
20.7.2 In addition, all police officers shall receive each year their full cash 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.
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 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  All newly hired police officers 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 shall receive (2) weeks (10 work days) paid vacation starting in
        the second (2nd) calendar year of City service.

22.1.3  All police officers 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 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 shall
        receive five (5) weeks (25 work days) paid vacation each calendar year.

22.1.6  Any officer who received a vacation of more days in 2000 than he would be entitled
        to for 2001, shall be red circled at the number of vacation days received in 2000.

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 officer shall be paid for a minimum of eight (8) hours. This
        shall include any and all premium pay due 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 will
        be granted on a first come basis.

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 the completion of the first week of December of each calendar 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 the completion of the first week of December 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.

22.4.7 Any police officer shall be allowed to split one (1) week of eligible vacation days into single usage days, in accordance with the other provisions of this Article 22.
ARTICLE 23
PERSONAL LEAVE

23.1 General Requirements

23.1.1 Starting January 1, 1998, all police officers shall receive four (4) paid personal days off per calendar year.

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.

23.1.3 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.

23.1.4 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 two (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.

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 The annual rate of sick days is twenty (20) days per year beginning in 2002. All officers may accrue sick leave as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>220</td>
</tr>
<tr>
<td>2013</td>
<td>220</td>
</tr>
<tr>
<td>2014</td>
<td>220</td>
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<td>2015</td>
<td>220</td>
</tr>
<tr>
<td>2016</td>
<td>220</td>
</tr>
<tr>
<td>2017</td>
<td>220</td>
</tr>
<tr>
<td>2018</td>
<td>220</td>
</tr>
</tbody>
</table>

25.1.2 The annual rate of sick days for any officer hired after January 1, 2012 is sixteen (16) days per year. All officers may accrue sick leave to a maximum of 220 days.

25.2 Unused Time

25.2.1 All police officers 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%) percent.

25.2.2 The current hourly salary of the police officer at the time of separation, taking into account any and all premium pay 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:

<table>
<thead>
<tr>
<th>Days</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$800.00</td>
</tr>
<tr>
<td>1</td>
<td>$600.00</td>
</tr>
<tr>
<td>2</td>
<td>$400.00</td>
</tr>
<tr>
<td>3</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

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 and one half (1-1/2) for all hours actually worked by the Officer on Easter Sunday, Thanksgiving Day, Christmas Day, 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 on Easter Sunday, Thanksgiving Day, Christmas Day, and New Year’s Day shall be compensated at the rate of three (3) times the officer’s salary.
ARTICLE 27
STAND BY PAY

27.1 General

27.1.1 All police officers shall be compensated at the rate of time 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. This compensation is to 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.
ARTICLE 28
HEALTH INSURANCE

28.1 Coverage Provided
28.1.1 The City shall provide the Blue Cross of Northeastern Pennsylvania First Priority Health Plan HMO at no cost to the police officer, and their family, 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 hired after January 1, 2007 shall receive health care benefit provisions as provided to currently active officers except as indicated below;

Officers shall be responsible to pay $20.00 per month effective January 1, 2009 toward their Health Care.

Officers hired after January 1, 2012 shall be responsible to pay $20.00 per pay toward their health care.

28.2 Vision Care

28.2.1 All police officers and their family shall receive Optichoice/Option 5 vision care, at no cost to the police officer and their family.

28.3 Prescription Rebate

28.3.1 All police officers shall receive a prescription rebate from the City in the total amount of two hundred ($200.00) dollars per year. Receipts, or copies thereof, shall be turned into the City for the two hundred ($200.00) dollar rebate.

28.4 Dental Plan
28.4.1 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.

28.5 Non-Participation

28.5.1 Any police officer who elects to not participate in the City Health Insurance Plans (HMO and Dental) shall receive a stipend of three hundred thirty-three dollars and thirty-three cents ($333.33) for each month the officer does not participate in the City Health Insurance Plans to a maximum of four thousand ($4,000.00) dollars 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.

28.6 In 2014 the administration will enter negotiations with the Hazleton City Fire Department for their next contract term. If at that time the Fire Dept. agrees to a health care contribution the officers within the police dept. who do not currently pay toward health care will agree to a ten ($10) dollar per pay contribution.
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
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 of the final salary after twenty-five (25) years of service.

29.2.3  Any police officer in the City of Hazleton shall receive a pension, which shall
include any and all premium pay due the police officer, in accordance with the following
schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Pension Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twenty (20) years</td>
<td>Fifty (50%)</td>
</tr>
<tr>
<td>Twenty-one (21) years</td>
<td>Fifty-five (55%)</td>
</tr>
<tr>
<td>Twenty-two (22) years</td>
<td>Sixty (60%)</td>
</tr>
<tr>
<td>Twenty-three (23) years</td>
<td>Sixty-five (65%)</td>
</tr>
<tr>
<td>Twenty-four (24) years</td>
<td>Seventy (70%)</td>
</tr>
<tr>
<td>Twenty-five (25) years</td>
<td>Seventy-five (75%)</td>
</tr>
</tbody>
</table>

29.3  Pension Annual Full Cost of Living Increase

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.

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

PLAN B

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 salary. There shall also be an annual cost-of-living adjustment of three (3%) percent of the annual pension payment, provided, however, that the total of the annual cost-of-living adjustments shall not exceed the police officer’s contractual base pay 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.).

29.4 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 medical coverage shall 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.
29.5  DROP Program

29.5.1  Agree to authorize a cost study to determine the feasibility of implementing a DROP Program, in the event future legislation authorizes the implementation of a DROP program for 3rd Class Cities operating under the “executive (Mayor)-council plan B” pursuant to the Home Rule Charter and Optional Plans Law.

29.6  Post retirement health care shall be eliminated for officers hired after January 1, 2007.

29.7  Officers pension contribution shall be increased to a total of five (5%) percent, effective January 1, 2012 through the term of this contract.
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.

31.3 Co-Pay Life Insurance

31.3.1 The City shall provide, to all police officers covered by this agreement on its effective date and who shall elect such coverage, a life/annuity insurance contract on a co-pay basis with the employee. The city shall contribute, for all police officers who elect such coverage, a maximum of five ($5.00) dollars per week or two hundred sixty ($260.00) dollars per year toward such coverage, and the police officer shall be responsible for any additional premium amounts for the coverage elected by the police officer, which shall be deducted from the police officer's paycheck on a bi-weekly basis and forwarded to the insurance company along with the City’s share. Such insurance policy shall be for the face amount of thirty-five thousand ($35,000.00) dollars, but any insurance coverage over and above that amount allowed by the insurance company and elected by the police officer shall not affect the City’s contribution which shall remain the same.

31.3.2 Said insurance coverage shall be fully paid in ten (10) years from the date of first enrollment, and thereafter the City’s responsibility to contribute to such police officer’s life insurance will cease. Police officers may elect to continue to contribute to said insurance policy thereafter, thereby accruing additional insurance coverage and/or building up cash value. The City agrees to continue to deduct the same from paychecks of the police officers on a bi-weekly basis and forward the designated amounts to the insurance company.
31.3.3 The above mentioned life/annuity insurance coverage shall become effective on January 1, 1995.

31.3.4 All currently employed police officers who do not elect coverage under the new life/annuity insurance plan, and those who retire or leave employment of the City for any reason prior to January 1, 1995, shall continue to receive a thirty-five thousand ($35,000.00) dollar term life insurance policy while employed in a full time capacity with the City, and upon retirement shall receive a term life insurance policy of five thousand ($5,000.00) dollars.

31.3.5 All police officers hired after January 1, 1995, may enroll in the new life/annuity insurance coverage for which the City shall contribute one-half (1/2) or fifty (50%) percent of the additional cost of the basic coverage or shall be covered by a minimum of thirty-five thousand ($35,000.00) dollars of life insurance, but may elect additional coverage if available from the insurance carrier. If a police officer hired after January 1, 1995, chooses to enroll in this new life/annuity insurance program, they will receive no life insurance.

31.3.6 All police officers currently employed who elect coverage under the new life/annuity insurance option shall be entitled to the City’s contribution after retirement of any kind for a period of up to ten (10) years. Any police officer who is separated from employment with the City for any reason other than retirement of any kind, shall not be entitled to the City’s contribution for said insurance coverage, but may elect to keep and maintain such insurance policy by paying the entire premium.
ARTICLE 32
EDUCATIONAL 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.
ARTICLE 33
FALSE ARREST INSURANCE

33.1 General
33.1.1 False arrest insurance shall be paid by the City for all police officers.
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 ten (10) mile radius of the boundaries of the City of Hazleton.
ARTICLE 35
RANK OF CHIEF OF POLICE

35.1 Requirements

35.1.1 The rank and position of Chief of Police, in the Hazleton City Police Department, shall be appointed by the current Mayor of the City of Hazleton.

35.1.2 All benefits enjoyed by each of the Hazleton City police officers, as described in this agreement, shall also apply to the active, full-time, Civil Service Hazleton City police officer holding the rank and title, Chief of Police. These benefits shall be in addition to any and all other benefits due the officer and rank, Hazleton City Chief of Police.
ARTICLE 36
OUTSIDE EMPLOYMENT

36.1 General

36.1.1 No police officer shall be employed by an outside entity without approval of the Chief of Police. 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 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
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 salary.

38.1.3 In the event of a reduction in force, the City shall pay all health and insurance
benefits to all officers hired after January 1, 2007 for a period of eighteen (18) months.
ARTICLE 39
CIVIL SERVICE TESTING

39.1 General

39.1.1 The City of Hazleton shall not be required to engage in or perform civil service testing for the benefit of present employees, or prospective employees, except when such civil service testing is required to fill vacancies or newly created 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 The arbitrator is to be selected by the parties jointly within seven (7) days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association to submit a list of three (3) possible arbitrators.

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
PAST PRACTICES

42.1 General

42.1.1 All of the past practices of the City of Hazleton which inure to the benefit of the police officers shall be continued except as the same are specifically expressed and modified herein.
ARTICLE 43
METROPOLITAN POLICING

43.1 General

43.1.1 This Article 43 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.

43.1.2 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 44
LINE OF DUTY DEATH

44.1 General
44.1.1 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 the full rate of salary. This shall include any and all premium due the police officer.
44.1.2 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 full salary. 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.
44.1.3 This compensation shall be in addition to any and all other compensation provided by any other source.
ARTICLE 45
CANINE OFFICERS

45.1   General
45.1.1   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.
45.1.2   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.
45.1.3   Each canine officer shall wear “BDU” type clothing as the working uniform while the officer is actually working the canine dog.
45.1.4   All veterinary, prescription, and food bills shall be provided by the City to the officer without cost.
45.1.5   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 46
Mandatory minimum Rank Structure

46.1   General
46.1.1   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..
46.1.2   (4) Lieutenants: Administrative, Patrol, Crime and Narcotics
46.1.3   (5) Sergeants: (3) Patrol – (1) on each Platoon, (1) Crime, (1) Narcotics
46.1.4   (5) Corporals: (3) Patrol – (1) on each Platoon, (1) Crime, (1) Narcotics
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 59 pages of this
collective bargaining
have hereunto set their hands
this 17 day of FEBRUARY, 2012

Joe Yannuzzi
City of Hazleton
Luzerne County, PA
Joseph Yannuzzi, Mayor

Fraternal Order of Police
Power City Lodge #18
Jason Zola, President

Feb 17 2012
Date

17 FEB 2012
Date
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 ___ pages of this
collective bargaining
have hereunto set their hands
this ___ day of ____________, 2011

__________________________  __________________________
City of Hazleton              Fraternal Order of Police
Luzerne County, PA            Power City Lodge #18
Joseph Yannuzzi, Mayor        Jason Zola, President

Date                          Date
11.1.11. The salary for a police officer who has completed six (6) years of City service shall be one hundred percent (100%) of base salary.

**Article 28 Health Insurance, 28.1.1**

28.1.1 Health insurance copay amendment (New sentence to be added) Applies to Officers hired on or after date that agreement is ratified by Hazleton City Council.

"Police officers hired on or after the date that this agreement is ratified by Hazleton City Council shall be responsible to pay thirty ($30.00) dollars per pay toward their health insurance (twenty-six (26) pays per year x $30.00 = $780.00 total annually.)"

**Article 38 Reduction in Force, 31.1.4**

38.1.4. In the event of a reduction in force (lay off), for Officers hired after the date that this agreement is ratified by Hazleton City Council, the City shall pay all health and insurance benefits for a period of twelve (12) months after date of lay off.

**Article 20 Uniform allowance amendment** (New section to be added to contract following past practice)

20.7.3 Bullet resistant vest

The City shall pay the total cost for bullet resistant vests for newly hired officers as well as working officers, as needed, due to expiration, for the entire career of each officer. The vests must be a protection level of 3A or higher with trauma plate.

Mayor Jeff Cusat  City of Hazleton

President Jason Zola  FOP Lodge #18

Date 01/29/2018  Date 01/29/2018