

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9089

DATE 12-17-20

TITLE

Resolution Approving a Collective Bargaining Agreement between the City of Williamsport and the Fraternal Order of Police Lodge #29

WHEREAS, the City of Williamsport and the Fraternal Order of Police, Lodge #29, have negotiated a collective bargaining agreement beginning January 1, 2021 and expiring December 31, 2024;

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport approves the collective bargaining agreement, and the appropriate City Officials are hereby authorized and directed to sign this agreement.

Approved

James M. Frank
City Clerk

Dandy Allsen
President

COLLECTIVE BARGAINING AGREEMENT

By and between

THE CITY OF WILLIAMSPORT

And

WILLIAMSPORT, PENNSYLVANIA, CITY EMPLOYEES
FRATERNAL ORDER OF POLICE, LODGE #29

Effective Dates

January 1, 2021 to December 31, 2024



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City of Williamsport Police Administration Contract Proposal

**ARTICLE 1
AGREEMENT**

This Agreement shall be effective as of the first day of January 2021, and expire on the thirty-first day of December 2024. It shall constitute the collective bargaining agreement between the City of Williamsport, Pennsylvania, an optional charter city of the third class of Pennsylvania, hereinafter referred to as the "City", and Fraternal Order of Police, Lodge #29, hereinafter referred to as the "Lodge" or "Union".

**ARTICLE 2
PURPOSE**

It is the intent and purpose of the parties hereto that this Agreement is designed to promote and maintain a harmonious relationship between the City of Williamsport and those of its employees who are covered by the provisions of this Agreement so as to promote an efficient and progressive Police Department for the citizens of the City of Williamsport.

**ARTICLE 3
RECOGNITION**

(A) The City hereby recognizes the Lodge as the exclusive and sole bargaining agent for all permanent, salaried, uniformed, and investigative positions within the Williamsport Bureau of Police and includes the rank of Lieutenant and below.

(B) It is recognized that the Police Chief and those above the rank of Lieutenant are management positions and as such are not covered by this agreement.

(C) The City will have, whether exercised or not, the following management rights, powers, and authority over the following areas, to include, but not to be limited to:

The determination of the standards of service to be offered by the City; determining and setting the standards of selection for employment; establishing and maintaining reasonable work and productivity standards; directing employees as needed; scheduling employees' duties to meet the needs of the City; taking disciplinary action when appropriate and necessary; relieving its employees from work for lack of work; issuing rules and regulations, maintaining the efficiency of governmental operations, determining the methods, means, and personnel by which the City's operations are to be conducted; determining the content of job classification, including but not limited to definitions, examples of work, required skills, and minimum experience, and exercising complete control and discretion over its organization.

**ARTICLE 4
NON-DISCRIMINATION CLAUSE**

The City and the Lodge agree not to discriminate against any employee on the basis of race, creed, color, sex, marital status, age, national origin, union activity or political affiliation or non-job-related handicaps.

**ARTICLE 5
BULLETIN BOARDS**

The City shall permit the use of a bulletin board, located in City Hall, by the Lodge for the posting of notices concerning Lodge business and activities.

**ARTICLE 6
SENIORITY LIST**

The City shall continue to maintain the seniority list, which shall be updated as needed throughout the year, and be posted in the area of the Watch Commander.

**ARTICLE 7
SCHEDULING/SHIFT BID**

(A) For purposes of shift determination, all non-probationary uniform officers in the patrol division shall be entitled to select a shift by seniority. Excluded from the shift-bidding process will be the Chief of Police, all Administrative personnel appointed outside of the existing promotional system, C.I.U. personnel, Records personnel, specially-assigned personnel, and probationary employees.

(B) The City shall recognize four (4) regular patrol shifts. These shifts are Morning, Day, Night and FLEX.

1. Three permanent and biddable shifts will be established. These shifts will be: Day Watch beginning at 08:00 hours, Night Watch beginning at 16:00 hours, Morning Watch beginning at 24:00 hours, and FLEX shift with no set hours. Each of these shifts will last a continuous 8-hour period to include the standard 30-minute lunch break.
2. The Morning, Day, and Night shift are biddable shift with bids occurring based on seniority. On these three shifts, there will be available for bid, at the minimum, (7) Patrol Officer biddable slots consisting of at least (1) set of each combination of contiguous days off. (e.g. S/M, M/T, T/W, W/Th, Th/F, F/S, S/S).
3. Each of the Morning, Day and Night shifts will be staffed with (3) supervisors. Supervisors will bid days off based on seniority with one supervisor picking the weekend, or Saturday and Sunday, and the other supervisors splitting the weekend, Friday/Saturday off or Sunday/Monday off. Supervisors can work out any other combination of days off at their discretion.

(C) The FLEX shift will be a patrol shift made up of any combination of officers who have either bid, any officers who are ineligible to bid and is assigned, or any officer who falls under a probationary status and is assigned, and/or any other officers that does not fall under the guidelines of the Morning, Day, or Night shifts. Any bid-eligible officer may bid the FLEX shift during a bid process. At the time of the normal shift bid process, the FLEX shift will have no more than (6) biddable patrol officer slots.

1. FLEX officers will have two contiguous days off per week. These days off may change from week to week during the year. The distribution of weekends and/or parts of weekends will be done in the fairest manner possible given the circumstances presented at that time.
2. FLEX officers can be moved at any time to fill in for officers or shifts on any other shifts or for special assignments as needed.
 - i. If a FLEX officer is moved within 24 hours prior to the start prior to the start of the officer's next assigned shift, then that officer will be compensated at a rate of the additional "half-time" for those hours. The "half-time" pay shall not be confused for "overtime" even though the officer will be making a rate of time and one-half during these hours. The working rule will be that volunteers will be asked, and the shift will be filled on a first come first serve basis. Should there be no volunteers, then the shift will be filled by the officer with the least amount of seniority and on a rotational basis rotating through all FLEX officers.
 - ii. Officers on the "FLEX" shift may also be scheduled to work hours outside of the conventional Morning, Day, and Night shift hours.

- iii. The Police Administration will assign one Watch Commander to administer the "FLEX" shift, however, the on-duty Watch Commander/supervisor will have ultimate authority over all FLEX operations.

(D) The shift bidding process will commence on the first Monday in October and shall be completed no later than November 1st that year. The shift bid will be effective for the next work year, commencing on the first Monday in January. Furthermore, the shift selected in accordance with this process shall continue to be the work shift of the individual until the first Monday in January of the succeeding year. This does not exclude an officer from bidding during a re-bid situation.

(E) For purposes of bid selection, the supervisors on each watch shall bid their shift and days off in accordance with their rank and time-in-grade.

1. During shift bid, supervisors shall pick against supervisors and patrol officers shall pick against patrol officers.
2. Supervisors shall not compete against officers during the bid process.
3. After the supervisors have bid and it has been determined which supervisors shall be assigned to which watch, the officers shall bid in the order of their seniority within the Bureau.
4. If officers wish to exercise their right to bid prior to the completion of supervisory bids, that officer wishing to bid may do so at his/her discretion.

(F) Probationary officers are subject to assignment by the Chief of Police or his designee, and the assignment of a probationary officer to a particular watch shall not serve to bump other officers who have bid a particular shift during the timeframe while an officer is designated as a probationary officer.

(G) If, during the course of any work year an individual is demoted to a lower rank, the officer who has been demoted or reduced in rank shall bid his/her shift based on his/her seniority in that rank as if he/she were on the original shift bid. "Bumping" has been removed and no longer exists.

(H) Notwithstanding the selection of watch by shift bidding, if after the bidding has been conducted there is a request for transfer from a watch for family emergencies, medical emergencies, personality conflicts, or any other legitimate reason, said transfer can be made, assuming the voluntary consent of all affected officers. In the event a transfer is agreed to by all affected officers, the transferring officers shall assume the holidays and days off schedule of the respective officers with whom the transfer was made.

(I) A Shift Re-bid will occur at any time during the year up to the first Monday in December. Shift Re-bid will occur if an officer is terminated, separates, retires, is promoted, or is specially assigned. If any of these situations occur after the first Monday in December, the Watch Commander on the shift with the vacancy can offer and adjust days off for the remaining officers on his watch for the remainder of that year.

1. A re-bid will occur based on seniority starting at the top of the seniority list, with the acceptance or refusal of that senior officer. In the case of a refusal, the re-bid will proceed, using the same method, in a descending order until an officer of lower seniority accepts that slot on the shift.
2. If a probationary officer would otherwise be considered bid-eligible during the time of a re-bid, then that officer shall be able to bid in the re-bid.

ARTICLE 8
AGENT/INVESTIGATIVE PERSONNEL ON-CALL STATUS

(A) Investigative personnel will be subject to an on-call status.

1. An on-call schedule will be made to cover 365 days per year. This schedule will be posted, at the very minimum, one month in advance. Every day of a calendar year shall be covered. An on-call shift will start at 0800 hrs and end the following day at 0800 hrs.
 - i. The Chief of Police or his designee will, prior to posting any investigative on-call schedule, utilize a completed copy of the WBP vacation pick schedule as not to make the on-call conflict with the days off, or weekend before or after a member's scheduled weeks' vacation(s).
 - ii. The on-call schedule will be created by using a rotational basis model. However, vacations and other leave may affect this scheduling to some degree. The Police Administration will follow this model and make the process as fair as possible with relation to the circumstances presented at any given time.
2. Agents are allowed to trade on-call days. Trades would be made between the Agents and would require two-party consent between the affected Agents.
3. The Police Administration agrees to maintain the current practice of Agents working a Monday through Friday from 0800-1600 hours with Saturday and Sunday as off days. The hours of 0800-1600 are the actual hours for Agents to satisfy the manpower overtime issues.
4. On-call personnel will maintain discretion on any on-call response, providing that the on-call needs of the WBP are met (e.g. On-call personnel will respond to the calls that require a response, such as calls where the failure to respond would result in the loss of perishable or time-sensitive evidence when those factors are known at the time of the call-out, etc.)
5. Members subject to on-call will be required to be available for all hours of on-call by telephone and shall answer any WBP related phone calls related to their on-call status.
 - i. Members will make every attempt to return a missed phone call from WBPHQ within approximately (15) fifteen minutes of the original missed call.
 - ii. Members will make every attempt to make an actual response to WBPHQ within approximately (1) one hour from receiving the initial telephone call requesting the response.
 - iii. Any member who cannot respond to a telephone call from WBPHQ within approximately (15) minutes and/or make an approximate (1) one hour response to WBPHQ shall make arrangements for coverage with another member and make notification to the on-duty Watch Commander about the coverage change(s).

(B) INVESTIGATIVE ON-CALL COMPENSATION/BENEFITS:

1. Any member, other than Agents, who are subject to a regularly scheduled, mandatory and rotational on-call status will be compensated with a 2% pay increase.
2. Each Agent subject to a regularly scheduled, mandatory, and rotational on-call status will be granted (40) hours of investigative discretionary time on a per calendar year basis to compensate for the on-call status requirement.

- i. This investigative discretionary leave time can be used in any increment during the calendar year.
 - ii. This investigative discretionary leave time cannot be carried over or accumulated from year to year.
 - iii. This investigative discretionary leave time cannot create overtime.
 - iv. This leave will be fairly pro-rated for any new appointments that fall under the on-call status.
 - v. If the balance of the investigative discretionary leave time is not used by the member by the end of the calendar year in which it was earned, then that leave will be lost by the member. The Chief of Police may, at his/her discretion, extend the use of this leave for any circumstance, and solely at his/her discretion.
 - vi. This leave will be tracked by the Chief of Police or his designee for each member.
3. Members who are subject to an on-call status shall be permitted to use a WBP unmarked car for take home/commuting to and from WBP business during any period of on-call.
 4. Members who are subject to an on-call status will receive (1) hour of overtime pay for any after-hour phone calls from the on-duty Watch Commander, WBP Police Administration, or their designee in reference to any potential call-out situation. If there are no phone calls, then no overtime will be paid. Should there be multiple calls, then a reasonable amount of overtime will be granted to cover those calls and the Agent's time will be granted.
 5. Members will receive on-call call-out time starting at the time of the phone call and will end at the resolution of the incident or leaving work.
 6. Members who are called in will received overtime for all hours worked outside of their normally scheduled shift during the call-out period. Overtime shall start at the time of the telephone call to the member and shall end at the end or termination of the member's part in that incident.
 7. Members who are called out may take the call-out time as overtime or comp. time, or adjust their work schedule to use that call at time as their regularly scheduled shift, to adjust their shift to accommodate for sleep or family needs, etc.
 8. If a member is called out and actually responds in to handle an incident on any of the (8) WBP recognized premium holidays, the member would be granted an additional (8) hours of discretionary time off to make up for coming in on that premium holiday in addition to any overtime actually worked during that call out incident.
 9. If one of the (8) premium holidays fall on a regular day off, then (1) Agent will be allowed to change his/her schedule and work that premium holiday on overtime. This will be done on a seniority and rotational basis similar to the overtime book.
 10. Members who are subject to the on-call status will be issued a WBP cell phone at no cost to the member.

**ARTICLE 9
SALARIES**

(A) Base Salaries 2021 to 2024 increases are as follows:

2021: 1% increase
2022: 2% increase
2023: 3% increase
2024: 3% increase

1. The base starting salary will be 65% of that of a Patrolman C.
The base rate of a Corporal will be 6% above that of a Patrolman C.
The base rate of a Sergeant/Agent will be 4% above that of a Corporal.
The base rate of a Lieutenant will be 4 % above that of a Sergeant/Agent.
2. The City agrees to continue the present differential existing between the salary of the Chief of Police and the salary of the highest paid member of the bargaining unit during the life of this contract.

(B) If an Officers is assigned by the Chief of Police, in writing, to assume the responsibilities of a higher ranking job classification that officer will be paid the hourly wage or pay rate for the classification commensurate with that position the officer is so assigned for all hours so assigned. An Officer-in-Charge (OIC) will be compensated at the current hourly rate of pay and calculated at the rank of Corporal for all OIC hours worked. OIC overtime will be calculated at the Corporal overtime rate for all overtime hours worked.

(C) Longevity shall provide that, after the completion of six years of service, each member of the bargaining unit shall receive a longevity payment of 1.5% of their salary and shall be increased ¼% for each year of service to a maximum of 8% in the 32nd year.

1. Longevity shall be calculated utilizing the base salary rate of the bargaining unit member at December 31st of each year.
2. Longevity shall be paid as a lump sum in the first pay in December of each calendar year.
3. In the event a member leaves employment prior to the end of the calendar year, longevity for that year shall be pro-rated.

(D) The following (8) premium holidays will be paid at a rate of time and a half:

1. New Year's Day
2. Easter
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Day

**ARTICLE 10
REDUCTION OR INCREASE FORCE**

(A) In the event of a layoff, the police officer with the least seniority will be laid off first.

(B) Increase in force shall be accomplished in the following order:

1. Recall of the police officer on layoff with the most seniority.
2. New hires shall be selected from the Civil Service list of eligible candidates.
3. No retired police officers shall be recalled.

**ARTICLE 11
HOURS AND DUTIES**

(A) The standard hours of work shall be forty (40) hours per week and eight (8) hours per day. All hours worked more than forty (40) per week shall be paid at a rate equal to one-and-one-half times the officer's own rate of salary.

1. Hours paid for as sick leave shall not be used for the purpose of calculating overtime
2. Hours paid for Family Sick Time shall not affect overtime.

**ARTICLE 12
OVERTIME**

(A) Shift Overtime: For purposes of overtime to be worked by the Bureau, overtime shall be separated into manpower overtime and supervisor overtime. Excluded from entitlement to select manpower overtime and supervisor overtime shall be the Chief of Police, administrative personnel and probationary officers.

1. Probationary officers may be required to work manpower overtime if no other officers have elected to work.
2. Lieutenants, Sergeants, and Corporals shall be afforded the opportunity to work manpower overtime and supervisor overtime.
3. All other officers, except probationary officers, shall be afforded the opportunity to work manpower overtime only.

(B) Event and Other Overtime: Senior and non-probationary officers have preference when it comes to accepting/working overtime. Probationary officers are permitted to work special events or reimbursable overtime at the discretion of the Chief of Police, but not in lieu of the first offering the overtime to the senior or non-probationary officer(s). In the case of probationary officers, the overtime in question must first be offered to any senior or non-probationary officers and subsequently be refused by those officers. If the overtime cannot be filled, then and only then, may the probationary officers fill that overtime.

1. In no way shall administrative personnel be utilized in lieu of bargaining unit members.
2. Notice of available overtime supervised by the WBP shall be posted on a sign-up sheet for events that can be forecast in advance. Notice of available overtime under the supervision of other agencies (i.e. County, State and Federal) can be sent out via WBP Police Distribution email list and be based on first come first serve.
3. Probationary officers, if not cleared for Solo patrol, must have a positive recommendation from their FTO or FTO program coordinator to work the event or assignment.

(C) If a supervisor is assigned to the patrol division in order to satisfy the minimum manpower requirements under the contract, the supervisor so assigned shall be assigned a patrol area and required to respond to calls and otherwise function as a police officer.

(D) For purposes of record-keeping, the City shall create and maintain a master seniority list for purposes of filling manpower overtime and supervisory overtime and shall be located in the Watch Commander area for review by any officer. Where there is a need to fill a shift or slot of overtime, whether manpower or supervisory, the overtime shall be filled based on seniority first and subsequently utilizing a fair and rotational method. The following procedure shall be followed:

1. The most senior person on the appropriate master seniority list shall be contacted and afforded the opportunity to work the overtime. The opportunity to work the overtime shall be offered to the officers in order of descending seniority until such a time that an officer makes the commitment to work the overtime.
2. The immediate succeeding name on the appropriate master seniority list shall be deemed to be the next person eligible to work overtime. **EXAMPLE:** If an opportunity to work overtime is offered to individuals 1-3 on the appropriate master seniority list, and if individuals 1-3 cannot be reached or otherwise decline the overtime so that the overtime opportunity is available to be taken by number 4 on the list, the next overtime to be worked shall first be offered to number 5 on the list without a need to go back and contact officers 1-3 before contacting officer 5.

(E) The City shall draw up an Overtime list or create an Overtime book which shall record the overtime opportunities and assignments and which shall contain the following information:

1. The name of the individual officer;
2. The date of the overtime to be worked;
3. The date and time the officer was called or otherwise contacted about the overtime opportunity, and;
4. Whether the officer accepted or rejected the overtime opportunity. For purposes of rejection or denial, if the officer cannot be reached by telephone or otherwise informed of the overtime opportunity, the inability to contact the officer shall be deemed a rejection or denial. In situations where it is known in advance that there will be the need for overtime, a good-faith effort, as outlined by the existing overtime policy, will be made to advise the first eligible person on the appropriate seniority list of the overtime option before moving to the next person on the list.

(F) Overtime shall be paid only once. Overtime on a daily basis shall not be duplicated in paying for overtime on a weekly basis.

(G) Call in pay/call back pay, is normally paid at time-and-a-half because they are hours over and above the normal work week. All call-in or call-back overtime shall commence at the time the member receives the call-in or call-back and will terminate upon discharge by the appropriate authority. The member will not be compensated for the drive home.

(H) A request for call-in/call-back of an officer will be calculated at time-and-a-half for all hours worked during the call-back/call-in period and will be calculated at current overtime rate for actual time worked with the minimum guarantee of two hours for each occurrence.

ARTICLE 13 PAID TIME OFF

VACATIONS

(A) Employees shall be awarded vacations each year based on the number of years served through December 31 of the preceding year according to the following schedule:

Years of Service:		
At Least	But Less Than	Vacation
6 months	1 year	5 workdays
1 year	5 years	10 workdays
5 years	10 years	15 workdays
10 years	15 years	20 workdays
15 years	20 years	25 workdays
Over 20 years		30 workdays

(B) Any officer has the option to convert up to a maximum of ten (15) days of vacation/leave into Single Vacation Leave or SVL's. The officers must declare this option during the annual vacation selection process.

1. A member may carry over a maximum of ten (10) days of holiday/vacation/SVL days into the next calendar year, five (5) days of which can be used at any time during the next year and five (5) days of which shall be used no later than June 1 of the new year.
 - i. Any member who does not use the additional five (5) days of carry-over vacation by June 1st of the next year shall forfeit those unused days to the City.
 - ii. The Chief of Police or his/her designee shall have the discretion to grant an extension should a request be made in writing by the member prior to June 1st of the year in question.
2. A member can use any amount of SVL's at any time as long as they are scheduled 48 hours in advance.
3. Officers shall receive increases in their vacation leave on the anniversary of their date of hire.
4. Non-competition clause for vacation picks: Vacation picks are made in the following manner: Supervisors pick against supervisors who occupy the same shift and patrolmen pick against patrol officers who occupy the same shift. Supervisors and patrol officers who occupy the same shift never pick against each other.
5. Vacations will be picked based on seniority and in two-week intervals or (2) weeks at a time, rotating through the appropriate rank, and descending in order of seniority, and repeating this process until all vacations have been picked.

(C) All employees are required to schedule their total vacation. Management reserves the right to assign vacations for all employees who fail to schedule their vacation by November 1.

(D) When bidding vacations, the following rules apply:

1. No more than (1) Supervisor and (2) Patrol Officers can be off on vacation on each shift on any given week within the three set shifts: Morning, Day, and Night
2. When the "FLEX" shift has four or more officers assigned, up to two officers may be on vacation. When the "FLEX" shift has three or fewer officers assigned, only one officer may be on vacation..
3. No more than (2) Agents can be off on vacation on any given week.
4. Specially assigned officers can pick vacation at their discretion.
5. Any additional requests above and beyond the established vacation compliment shall be submitted to the Chief of Police or his designee in writing for review.

(E) After every officer has selected vacation periods, a vacation list shall be prepared by the Chief of Police or his designee.

(F) No changes can be made to the vacation list without the approval of the Chief of Police and the affected employee(s). All requests/changes in reference to vacation will be made in writing.

(G) It is understood that the vacation schedule can be suspended by the Chief during an emergency condition.

(H) Any employee who leaves City employment shall be entitled to receive pay in lieu of vacation credited to him.

(I) No more than a total combination of (3) officers/supervisors can be off on a Holiday, SVL or Vacation on any of the regular shifts (Morning, Day, Night) per workday.

(J) When the FLEX shift has four (4) or more officers assigned, up to two (2) officers may be on vacation, SVL, Holiday or a combination at once. When the FLEX shift has three (3) or fewer officers assigned, only one (1) officer may be on vacation, SVL, Holiday or a combination at once.

HOLIDAYS

(A) Each member shall be entitled to eleven (11) paid Holidays off.

1. A holiday can be scheduled up to one-hour in advance.
2. No more than a total combination of (3) officers/supervisors can be off on a Holiday, SVL or Vacation on any of the regular shifts (Morning, Day, Night) per workday.
3. When the FLEX shift has four (4) or more officers assigned, up to two (2) officers may be on vacation, SVL, Holiday or a combination at once. When the FLEX shift has three (3) or fewer officers assigned, only one (1) officer may be on vacation, SVL, Holiday or a combination at once.
4. Additional time off, Holiday/SVL/Comp-Time/FLEX can be granted by the Chief of Police or his designee.

(B) Hours shall counts as hours worked for the determination of overtime.

(C) If an officers does not schedule and use his Holidays, SLVs, or vacation for any given year, they shall be forfeited, provided however, that an officers may carry-over a maximum of ten (10) days or into the next calendar year, five (5) of which may be used at any time during the year, and five (5) of which shall be used by June 1st of the new year.

COMP-TIME/FLEX TIME

(A) Compensatory time off shall be granted at the overtime rate of one-and-one half (1.5) times the hourly rate for each on (1) hour of actual overtime worked.

(B) A record of comp-time accumulation and comp-time usage shall be maintained by the City and reflected on the bi-weekly pay stubs for each officer.

(C) Any officer accruing overtime shall determine if overtime will be paid as overtime on the next regularly scheduled pay or accumulated as compensatory time-off.

(D) Any accumulated comp-time of one-hundred (100) hours or less as of November 30 shall automatically carry-over to the next year, unless the officer elects to have any or all of the remaining comp-time hours converted to paid overtime. If an officers elects to convert accumulated comp time to paid time, the officer shall notify the Chief of Police in writing of this election prior to November 30th and shall be paid in the first full pay period of December.

(E) Any accumulated comp-time of one-hundred (100) hours or less as of November 30 shall automatically carry over to the next year, unless the officer elects to have any or all of the remaining comp-time hours converted to paid overtime. If an officer elects to convert accumulated comp time to paid time the officer shall notify the Chief of Police in writing of this election prior to November 30th and shall be paid in the first full pay period of December.

(F) All unused or accumulated comp-time shall be converted to paid overtime and paid out to the Officer upon separation from employment with the City.

(G) Comp-time usage

1. No Officer may use more than one-hundred (100) hours of comp-time in a one-year period (from 00:01 December 1st of one year until 24:00 November 30th of the next year).
2. Comp-time may be used in any increment.
3. No comp-time request can cause overtime at the time of the request, without prior approval of the Chief of Police.
4. One (1) Officer will be allowed to initially schedule a comp-day (8-hour comp-day) per shift. This does not preclude officers from requesting the use of less than 8 hours of comp-time once the shift begins, as long as this request does not create overtime.
5. One (1) Officer will be allowed to use a comp-day (8-hour comp-day), or up to 8 hours of comp-time, added above and beyond the three (3) maximum and allowable persons off (by way of Holiday, SVL, or Vacation day). This comp-day/comp-time request can be made up to one (1) hour prior to the start of the Officer's requested shift and will be granted and guaranteed as long as manpower permits and overtime is not created.
6. Officers initially scheduling an SVL or Holiday may request to change the status of use to that of a comp-day (8-hour comp-day) once the shift has commenced. This request must be approved by the Watch Commander and must be submitted prior to the end of the pay period involved in the use of the comp-day. These requests may one be submitted in cases where no overtime was created.

(H) Flexible (Flex) Time

1. Flexible time is defined as donated time by the Officer, credited to the Officer at a rate of one-and-one half (1.5) times the actual hours worked.
2. Flex time can be used as time off in any increment and cannot create overtime.
3. Flex time cannot be converted to paid time.
4. A record of flex time accumulation and flex time usage shall be maintained by the City and reflected on the bi-weekly pay stubs for each Officer.
5. Any Officer working a flex time credited event shall be considered to be on duty. Event examples included parades, public relations events, funerals, open-house events, and other similar events.

SICK LEAVE

(A) All employees shall be entitled to twenty-one (21) days of sick leave annually, and shall be entitled to unlimited accumulation.

1. The Police Administration is responsible for establishing controls to avoid the abuse of sick leave.

2. Any occurrence of more than (3) sick days in a row will require a doctor's not/excuse within 72 hours of the return to duty.

(B) Officers are entitled to sell back to the City accumulated sick days up to a maximum of 240 days at rate of 20% of that officer's current daily rate.

(C) When sickness pertains to an immediate family member, which is defined as a husband, wife, child, step-child, foster child, parent, brother or sister of such member or any other person who lives within the same household as the member, for reasons which require a member's absence from work, that member will be entitled to use up to (10) days of sick leave for the purpose of caring for that family member.

1. For purposes of this agreement, a Spouse will be defined as any person with whom the member has a relationship via affinity and resides within the same household as the member.
2. Any occurrence of more than three (3) days in a row of sick leave for the purpose of caring for a family member, or family sick leave, will not require a doctor's note/excuse for return to duty.

DEATH LEAVE

(A) All members shall be granted time off from work up to a maximum of five (5) days with no loss of pay in case of death of the following persons: Mother, Father, Spouse, Children or Step-Children, or Grandchildren. For the purposes of this agreement, a Spouse will be defined as any person with whom the member has a relationship via affinity and resides within the same household as the member.

(B) All members shall be granted time off from work up to a maximum of four (4) days with no loss of pay in case of death of the following persons: Brother, Sister, Mother-in-law, Father-in-law, Step-parent or any relative residing in the member's home.

(C) All members will be granted time off from work up to a maximum of two (2) days with no loss in pay in the case of death of the following persons: His/hers Grandparents, Spouse's Grandparents, His/hers Aunt, His/hers Uncle, Brothers-in-law, Sisters-in-law, including Sister's Husband, Brother's Wife, Husbands' Brother's Wife, and Husband's Sister's Husband.

(D) No member shall receive any time off from work due to death unless he/she has the full and honest intention of attending the viewing, funeral, or other family memorial event.

(E) The City and Lodge agree that time off under this provision refers to scheduled workdays.

(F) The Chief of Police, and under consultation of the Mayor, shall have the power to extend any death leave when conditions warrant. Certain factors will be taken into consideration such as the particular relationship between the employee and the deceased and/or required travel and distance.

MILITARY LEAVE

(A) Members of the Bureau who are also serving in the United States Military as members of the US Army National Guard, or as a Reservist with any US Military service, are entitled to 15 paid days of Military Leave annually, for "training or other military duty under orders authorized by Federal or State law (PA Consolidated Statutes, Title 51, Section 4102 (a)(1) and (2)).

(B) In addition to the 15 days required by statute, the City of Williamsport also agrees to provide these members with an additional nine (9) days of paid military leave annually.

**ARTICLE 14
SWITCHING DAYS OFF**

- (A) Members of the Bureau will be allowed to switch shifts or days off between members subject to the approval of their Watch Commander.
- (B) The approval of a request pertaining to switching days off shall not be unreasonably denied or withheld.
- (C) In the event that a member who has agreed to cover a switched day off with another fails to appear for his/her shift for any reason whatsoever, then this member will not be entitled to either request switching days off in the future or be the recipient of a request for switching days off during the remainder of this agreement. Moreover, any officer will forfeit one (1) vacation day or holiday for the switched day in question or be docked one (1) days pay if that officer has no remaining vacation time.
- (D) The Chief of Police shall have the authority to impose or offer relief in reference to the sanctions in cases of violation in unusual or extreme situations.

**ARTICLE 15
CLOTHING ALLOWANCE**

- (A) Each member of the Bureau will be credited with an annual clothing allowance in the amount of \$700.00, because Officers are required to maintain their uniforms, duty gear, and court attire in a neat, clean, and professional-looking manner.
- (B) The clothing allowance shall be used at the member's discretion.
- (C) The purchase of authorized WBP Police Patrol Uniforms will be made through a vendor offering uniforms consistent with standards set in WBP PP#8 Uniform policy.
1. All other equipment may be purchased from any other vendor of the officer's choice.
 2. The on-duty use of all other equipment will fall under the current and applicable policy.
- (D) There will be no carry-over of an individual's clothing allowance from year-to-year.
- (E) The member may choose to be issued a check in the amount of the current clothing allowance for that year. Should a member wish to be paid the amount of the current clothing allowance in the form of a check, taxes and pension contributions will be deducted at the applicable rate(s).

**ARTICLE 16
MEDICAL EXPENSES**

- (A) HIGHMARK Preferred Provider Organization (PPO) operates a comprehensive prepaid program of healthcare, which provides healthcare services and benefits to Members in order to protect and promote their health, and preserve and enhance patient dignity. This Contract is delivered by HIGHMARK PPO in consideration of the Contract Holder's payment of premiums and shall take effect on the Contract Effective Date. No services are deliverable under this Contract in the absence of current payment of such premiums.
- (B) Under this Contract, the Contract Holder engages HIGHMARK to arrange for the provision of medical and hospital services and benefits to Members in accordance with the covenants and conditions hereinafter provided and in reliance upon the statements of each Subscriber in his/her enrollment application.

(C) This Contract is not in lieu of and does not affect any requirement for coverage by worker's compensation insurance.

(D) This Contract is governed by the laws of the Commonwealth of Pennsylvania.

(E) Beginning January 1, 2021, Members shall make the following bi-weekly premium payments toward their healthcare plan:

0-15 years of service

Single coverage: \$20.00/pay

Family coverage: \$35.00/pay

(F) The City will offer a plan offering a \$500 individual Major Medical deductible for all active Police Officer in addition to a \$1,500 family deductible. All retirees (present and future) will be held harmless with regard to deductibles and premium payments.

(G) All members eligible for Tri-Care insurance after military retirement, may opt into Tri-Care at age 60 and be held harmless by the City.

(H) The City shall pay the total hospital medical coverage for employees and family of those retiring after January 1, 1976 and hired before January 1, 2021. The coverage is to be the same as active members have, so far as the law permits.

1. For all active Officers, post-retirement health benefits shall only be provided to Officers who meet both the age and service retirement provisions of Article 18 in that officers must have reached age 50, achieved 20 years of service and be retired on an age and service retirement pension to receive post-retirement health benefits.
2. Employees hired after January 1, 2021 will NOT be eligible for the following:
 - i. Post-retirement healthcare for family members
 - ii. Healthcare buyout
 - iii. Full Medicare supplement plan; For this group, upon reaching age 65, the City will pay up to \$600 per month towards the cost of a Medicare supplement plan. In order to be reimbursed by the City, the retiree must provide a receipt showing the amount paid for a Medicare supplemental plan.
3. A member, upon reaching superannuation (defined as 20 years of credited service and has reached a minimum age of 50 years old), shall be re-enrolled in the retiree healthcare coverage as though he/she had never separated.

(I) The City will continue to offer a Health Reimbursement Account (HRA), which shall accumulate year-to-year and carry-over into retirement. The City will contribute a \$775 prescription allowance amount into the Officer's HRA for reimbursement of out-of-pocket health expenses. It is the obligation of the officer to present appropriate receipts as required by the City in order to obtain reimbursement for vision, prescription and dental expenses.

**ARTICLE 17
LIFE INSURANCE**

(A) Effective January 1, 2013, the City of Williamsport shall provide and pay for Life Insurance for each Police Officer in the amount of Fifty-Thousand Dollars (\$50,000). The life insurance shall be group term life insurance, renewable and convertible. All of the life insurance in force shall have death and dismemberment benefits with a principal sum of Fifty-Thousand dollars (\$50,000) including losses

resulting from occupational accidents. The details of this coverage shall be as specified in the contract between the City of Williamsport and its Group Life insurance carrier.

(B) Effective January 1, 2013, the City may at its option continue to insure its Police Officers through an outside insurance carrier or it may become a self-insurer. All retired members shall have group term life insurance in the amount of Twenty-Five Thousand dollars (\$25,000).

ARTICLE 18 PENSIONS

(A) The City agrees that it will maintain the present pension program for all Police Officers on the payroll or retired, as of December 31, 1976.

1. Each member of the Bureau may retire at the age of fifty (50) after twenty (20) years of service.
2. Retirement shall be mandatory for all personnel who shall have attained the age of sixty (60), except the Chief of Police.
3. A Police Officer shall have vested rights in the Pension Plan after twelve (12) years of service.
4. Pension of 50 percent at the time of retirement. Pensions will be calculated based on the last 12 months (last 365 day) of compensation in lieu of annualization based on last month worked. However, no member retiring on or after January 1, 2013 shall receive a base pension (without service increments) that exceeds 65% of the top patrolman's base salary at the date of retirement. Service increments, if any, shall be added to the computation after the base computation of 65% is made. The pension shall be calculated in accordance with the process reflected on the attached "Pension Benefit Worksheet".
5. For police pension calculation purposes, longevity will be pro-rated back from the date of retirement for one full year (365 days of compensation). In order to achieve this, the pro-rated longevity will be pro-rated and added to equal the last year (365 days of compensation).
6. Each bargaining unit member otherwise qualifying for military buyback shall receive full-service credit for each year of military service or fraction thereof, not to exceed five years. The amount to be paid by the employee for the purchase of military service other than intervening military service shall be computed by applying the average normal cost rate for the City police pension as certified by the Public Employee Retirement Commission, but not to exceed ten per centum, to the employee's average rate of compensation over the first three years of City service as a police officer and multiplying the result by the number of years and fractional part of a year of creditable non-intervening military service being purchase. In the event that a bargaining unit member has purchased military time and then accrues twenty or more years of service so as to render the purchase unnecessary, the member shall be reimbursed for the monies expended in the purchase of such time.
7. The existing pension plan shall be modified to provide for a Deferred Retirement Option Plan. The DROP Plan shall be designed by the plan actuary.
8. Pension will be subject to a cost-of-living adjustment based on increases in the CPI-W for the year prior to the request in question. Cost-of-living adjustments will be based on the CPI-W index for the prior year, October to October, if available, or the nearest available month, if not, subject to an annual cap of 3.5%. The correct method of calculation of the lifetime maximum COLA is the addition of COLA percentage increases granted to a pensioner each year until the sum is 35%. The pension calculation will also be subject to any other limitations of the Third Class City Code, including the limitation that the pension shall not exceed fifty percent (50%) of the highest-paid member of the Bureau.

9. Notwithstanding (1) above, any Police Officer after attaining twenty (20) years of service ay leave the force, and he/she will being collecting at age fifty (50) the full pension to which he/she is entitled. Should an Officer die after twenty (20) years of service, but before reaching age fifty (50), his/her widow and dependent children would collect the same monthly pension as would the member had the member not died.
10. The widow/widower who qualifies to receive a widow's pension shall receive the same monthly pension payment as would the member, had the member not died.
11. The members agree to pay an additional one percent (1%) contribution rate from the member's gross compensation in exchange for the widow/widower's benefit set forth in paragraph 7.
12. The City agrees to continue the present differential existing between the salary of the Chief of Police and the salary of the highest paid member of the bargaining unit during the life of this contract.

(B) Effective May 7, 1995, the existing Pension Board shall be modified to provide that a Police Officer, representing the interests of the Fraternal Order of Police, shall be named to the Board.

ARTICLE 19 COMPENSATION & EXPENSES FOR OFF-DUTY WORK

(A) Police Officers who are required to attend any hearing or trial in any court, while on duty, which results from their official work duties, shall be compensated at their regular hourly rate. The City will pay all reasonable expenses related to such attendance and therefore will have the right to all witness and mileage fees paid to any member.

(B) In-Service or REQUIRED Training: Any training that is required/sponsored by the Bureau. The Bureau shall incur all related expenses such as meals, lodging and transportation.

(C) Out-of-Service or OFFICER REQUESTED Training:

1. Any officer who voluntarily applies for schools/training and is selected to attend, shall at the time of the request, include any anticipated travel time, hotel or other overnight accommodations, meal allowances, gas money, or any other foreseen expenses that may be incurred at the time of the request.
2. The Bureau shall incur expenses such as meals and lodging. However travel time shall be calculated at a rate of 1.5 hours per hours traveled and will only be compensated as FLEX time off and must be used according to FLEX time usage rules under Article 13 (Paid Time Off).

(D) For purposes of calculating the money to be paid for attendance of any school/training, the following will apply:

1. Trainings held outside Lycoming County, with no overnight accommodations, each Officer shall be paid a \$20.00 meal allowance per day.
2. If school/training requires overnight accommodations each officer shall be paid the \$44.00 meal allowance per day of training.

(E) Any officer who is no longer an employee of the City, and who has been subpoenaed to attend court on behalf of the City, shall be paid at their hourly rate at the time of their separation of employment for all hours worked.

(F) Each member of the bargaining unit shall be provided with a pass for free parking at any current municipal parking lot or parking deck in existence as of October 1, 2016.

1. WBP Officer will not park in the Water Authority municipal lot located at 278 W. Third St., Williamsport, PA 17701.
2. FOP Lodge #29 and WBP Administration agree to negotiate the usage of any future parking lots, parking decks or other parking locations.

ARTICLE 20 INDEMNIFICATION FOR MEMBERS

(A) The employee shall be shown as an additional insured on City policies in order to provide liability protection for the employees for occurrences arising out of the performance of their duties.

(B) The City shall provide false arrest coverage for a Police Officer regarding occurrences arising out of the performance of his/her duties.

(C) A current copy of the insurance coverage will be provided to FOP Lodge #29 on a yearly basis or when the coverage changes.

ARTICLE 21 GRIEVANCE PROCEDURE

(A) Any permanent employee or group of employees aggrieved concerning wages, hours or conditions of employment which are controlled by this Agreement, or which are provided for in any City ordinances, Bureau of Police Rules or Regulations, which are not in conflict with this Agreement, or concerning any matter or conditions arising out of the employer-employee relationship, including the claim of unjust discrimination, or any matter or condition affecting health and safety beyond those normally encountered in all phases of police activity, shall seek adjustment, with the assistance of the Lodge as he so desires, as follows:

1. No settlement of a grievance by an employee shall contravene the provisions of this Agreement.
2. Within ten (10) calendar days of the occurrence giving rise to the grievance, the grievance shall be presented in writing to the Chief of Police, who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within ten (10) calendar days of the receipt of the grievance. In the event that the Chief of Police is not available, the grievance may be presented in writing to a member of the Command Staff of the Bureau for their dissemination to the Chief of Police. Should a member of the Command Staff be unavailable, the next highest ranking member of the Bureau may accept delivery of the grievance for dissemination to command authority. If this answer does not resolve the grievance, it may be processed to the next step.
3. Within ten (10) calendar days of the transmittal of the written answer by the Chief, the grievance shall be presented in writing to the Mayor, or his designee. That person shall arrange for such meetings and make such investigations as are necessary to give their answer in writing within ten (10) calendar days of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step. In the event that the Mayor or his designee is not available, the grievance may be presented in writing to the Mayor's executive assistant or an authorized person within the Personnel Office.
4. Within ten (10) days of the transmittal of the written answer by the Chief of Police, or in his/her absence, the Mayor, either party may request the State Board of Mediation or the American Arbitration Association to provide arbitration service. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He shall have no right to add or subtract from this Agreement. The decision of the arbitrator shall be final and binding on both parties. All costs and expenses shall be borne by the losing Party.

5. The basis of such grievances shall be that the action aggrieved was taken without just cause.
6. Failure to process the grievance within the time limits established in the preceding sections presumes that the grievance has been satisfactorily resolved at the 1st step to which it has been properly processed. Failure of either party to answer the grievance within the time limits established in the preceding section, shall be considered as a resolution of the grievance against the party so defaulting.
7. The time limits specified in the preceding sections may be extended by mutual agreement of both parties involved.

ARTICLE 22 DISCIPLINE

(A) It is agreed that the City of Williamsport has the right to discipline employees for just cause. All civil service employees shall be subject to suspension, discharge and discipline by the Chief of Police for misconduct, or violation of any law of this Commonwealth, any ordinance of the City, or regulation of the Bureau. All disciplinary matters shall be subject to grievance and arbitration. Within ten (10) days of receiving the written notice informing the officer of the discipline imposed, the subject officer SHALL notify the Chief of Police of the intent to grieve the imposed discipline via the arbitration process.

(B) PROCEDURE:

1. Discipline imposed by the Chief of Police of ten (10) or fewer days may either be accepted, grieved, negotiated, and/or decided in arbitration.
2. Discipline imposed by the Chief of Police beyond ten (10) days: Officers wishing to contest discipline beyond ten (10) days may elect to pursue a disciplinary grievance/arbitration or a hearing before City Council, but not both.

ARTICLE 23 LABOR REQUIREMENTS

In justice and in fairness to the City and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

ARTICLE 24 PROTECTION OF PROPERTY AND EQUIPMENT

It shall be the responsibility of any employee having custody of any equipment (including, but not limited to, police vehicles) or property of the City to see that it is properly cared for, kept clean and returned to its proper place in good order.

ARTICLE 25 STRIKES

The Lodge agrees there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the Bureau of Police. If it is agreed by the parties hereto that nothing contained in the section or any part of this Agreement shall be construed or used in any way to form the basis for an allegation of violation of this Agreement for the purpose of supporting any legal or court action, unless and until the parties of the complaint or contention and the latter party having been allowed a reasonable opportunity to correct the same, shall refuse to do so.

ARTICLE 26 UNION BUSINESS LEAVE AND OFFICE SPACE

(A) Leave from duty with full appropriate pay shall be granted to five (5) members of the Lodge Negotiating Committee who attend meetings between the City and the Lodge for purposes of negotiating the terms of an agreement, provided the employee was scheduled for duty at a time simultaneous to attendance at such meetings.

(B) Two (2) members of the Lodge Grievance Committee shall be granted leave from duty with full pay to attend meetings between the City and the Lodge for the purpose of processing Grievances, provided the employee was scheduled for duty at a time simultaneous to attendance at such a meeting.

(C) The City shall provide the Lodge with a total of thirty (30) Union Business Days which are working days with full pay in each fiscal year to be apportioned by the Lodge to its officers and designees for the purpose of attending Lodge conventions, educational conferences, legal meeting with counsel, funerals, National Police Week and other like special events.

(D) The President, Secretary or Treasurer and one other member a total of three (3), as designated by the Lodge, shall be granted time off from duty with pay, for attendance at Lodge Meetings.

(E) For the purpose of Members attending union seminars, there shall only be four (4) members plus the President of the Lodge who will be excused to attend. For the purpose of scheduling a schedule of the seminar and a list of attending members shall be presented to the Chief of Police two (2) weeks in advance for attendance. Additional members may be afforded the opportunity to attend with pre-planning at the discretion of the Chief of Police.

(F) Union Office Space – While the Bureau is located within City Hall located at 245 W. Fourth St., Williamsport, PA, the conditions for use of an office for union business include:

1. Recognition that the FOP is a distinct legal entity and a written agreement should be developed setting forth the terms and conditions necessary to provide the space, akin to a lease agreement, even if the City doesn't charge the FOP rent.
2. An indemnification clause in favor of the City substantiated by evidence of adequate insurance from the FOP naming the City an additional insured.

ARTICLE 27 PROMOTIONAL SYSTEM

(A) The City agrees to the establishment of a committee of equal numbers of the City representatives and Union representatives to develop a job evaluation policy acceptable to both sides. The outlined areas to be addressed will be to establish policies in both areas that:

1. Provide objective standards of conduct
2. Provide standards of performance that are understandable and can be adhered to
3. To prevent arbitrary factors as much as possible
4. To provide a basis for improvement of performance, and in the case of repeated failure to improve performance, discipline.

(B) The City and the FOP Lodge #29 have implemented a revised promotional policy which has been agreed upon and accepted by both parties. All parties agree that any future changes will be subject to negotiation by both parties.

(C) A current promotional list will be maintained at all times.

**ARTICLE 28
EQUIPMENT**

(A) The City shall furnish each member at the City's expense all required equipment necessary for the performance of his/her duties.

(B) The City shall furnish each retiree with a badge, ID card and an opportunity to qualify with City firearms instructors. The FOP shall furnish a retiree with a badge if their clothing allowance is totally used in their year of retirement.

(C) The City shall replace issued body armor, including both internal and external vest carriers, in accordance with the manufacturer's specification. In order to accomplish this, the City shall provide an allowance equivalent to a level IIIA body armor/vest for each officer towards the replacement of body armor and the extra carriers. Any additional costs will be the responsibility of the Officer through his/her clothing allowance or at his/her own expense.

**ARTICLE 29
PAST PRACTICE/MEMORANDUMS OF UNDERSTANDING (MOUs)**

(A) The City and the Lodge agree that there are conditions and past practices which are beneficial to both beyond the specific terms and conditions of this Agreement, and the parties agree that such conditions or past practices which are not inconsistent with the provisions of this Agreement, not unreasonable, not detrimental to the effective operation of the Bureau, not injurious to good order and discipline, shall be continued during the life of this Agreement. If either party to this Agreement shall decide to change any such conditions or past practices, such shall only be changed after negotiations and agreement between the Parties.

(B) The City and FOP Lodge #29 can enter into a Memorandum of Understanding (MOU) which will have the same force and effect as this award/contract. All MOUs shall be documented and attached to this award/contract.

**ARTICLE 30
PERSONNEL FILE**

(A) Notice of any action taken against a member, which is placed in the personnel file, shall be given to such member who shall have an opportunity to defend against same.

(B) Written notice to an Officer of disciplinary action short of a suspension shall, upon request, be removed from his/her file after having served three (3) years without further disciplinary action.

(C) All supervisors shall maintain a supervisory file of all subordinates on their shift for tracking any positive or negative interactions or events. All documented verbal counseling sessions shall be purged from the subordinates file on a yearly basis. These notes or letters in the file will assist with the ERP, Employee Performance Review.

**ARTICLE 31
PROBATIONARY EMPLOYEES**

Employees shall remain probationary and shall not become regular employees until after satisfactory completion of the probationary period of twelve (12) months. Probationary employees shall have no seniority rights and may be disciplined, terminated, or laid off at any time in the sole discretion of the City, not subject to the grievance and arbitration procedure set forth in this Agreement. However, no appointee shall be removed for any political reason. The City shall put, in writing the reason for dismissal of any probationary candidate. The probationary period is defined in a Bureau policy document.