

CONSOLIDATED COLLECTIVE BARGAINING AGREEMENT

between

JEANNETTE POLICE OFFICER'S BENEFIT ASSOCIATION

and

THE CITY OF JEANNETTE



For the term of January 1, 2021 through December 31, 2024

Dated: April 22, 2021

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## Introduction

**THIS AGREEMENT**, made this 27st day of April, 2021, by and between the City of Jeannette, a municipal corporation of the County of Westmoreland and the Commonwealth of Pennsylvania, hereinafter referred to as the "City"

AND

The Policemen of the City of Jeannette, through the Jeannette Police Officers Benefit Association, hereinafter referred to as the "JPOBA," as their duly designated bargaining representative pursuant to Act No. 111 of the General Assembly of the Commonwealth of Pennsylvania.

**WITNESSETH:**

**WHEREAS**, the parties hereto are subject to Collective Bargaining over the terms and conditions of their employment under Act No. 111; and

**WHEREAS**, the parties hereto are subject to a long-standing award in Arbitration directing the preparation of a Consolidated Collective Bargaining Agreement setting forth the terms and conditions of their employment; and

**WHEREAS**, the parties' existing Collective Bargaining Agreement expired December 31, 2020; and

**WHEREAS**, the parties have engaged in arbitration over the terms and conditions of their employment and desire to reduce the same to writing and adopt those provisions set forth hereafter as their Consolidated Collective Bargaining Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS:**

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## **Article I. Intent and Term**

### **§ 1.01 Intent of Agreement**

- (a) It is the intention of this Agreement to set forth all the terms and conditions of employment of the Policemen of the City of Jeannette as adopted by the City and the Policemen as a result of collective bargaining initiated, pursued and concluded in accordance with the terms of provisions of Act No. 111. The Parties hereto do hereby acknowledge that the provisions of this Agreement have been reached either as a result of negotiated agreements between the City and the Policemen, or as a result of binding arbitration awards. The parties hereto hereby certify that the terms of this Agreement have been approved and accepted by the parties hereto, through those means necessary to effectively adopt and approve same. In addition, it is understood and agreed that all existing conditions of work and benefits, and past practices, not in conflict with this Agreement, shall continue in effect.

### **§ 1.02 Terms**

- (a) This agreement shall be for a period of four (4) years, beginning retroactive to January 1, 2021 and ending December 31, 2024.

## **Article II. Scope of Agreement**

### **§ 2.01 Union Recognition**

- (a) The City hereby recognizes the Jeannette Police Officer's Benefit Association as the designated representative of the Policemen of the City of Jeannette for purposes associated with the negotiation, enforcement and bargaining of all terms and conditions of employment pursuant to the aforesaid Act No. 111 on behalf of the Policemen of the City of Jeannette.

### **§ 2.02 Meaning of Policemen**

- (a) The term "policemen" shall mean those policemen actively employed by the City. This term shall include patrolmen, sergeants, lieutenants and captains. This term shall not include the Chief of Police, or any employee who is now or may hereafter be vested with comparable managerial authority.

### **§ 2.03 Benefits for the Chief**

- (a) The term Policeman or Policemen does not include the Chief of Police, or any employee who is now or may hereafter be vested with comparable managerial authority. The parties hereto do hereby agree that those certain minimum benefits provided in this Agreement shall be applicable to the Chief of Police of the City of Jeannette except as those that may be prohibited from being extended by the Third Class City Code or other applicable law of the Commonwealth of Pennsylvania.

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**§ 2.04 Maintenance of Ranks**

- (a) In order to present a clear chain of supervision and command, the City of Jeannette shall maintain a rank structure consisting of a Chief of Police, Captain, Lieutenant, Sergeant and Patrolmen. In addition, any Patrolman who attains fifteen (15) years of service with the Police Department shall be designated as a Corporal. This rank shall not be included in the graduated pay scale for supervisors and will be at no additional cost to the City. In the event that a Corporal works a shift as a shift supervisor (i.e. where no other higher-ranking Officer or the Chief is on duty) he shall be compensated as the "Officer in Charge" in accordance with section 4.04 of this Agreement.

**§ 2.05 Testing for Promotions**

- (a) Testing for promotions shall be based on a combination of a written test and oral test. The written test shall be administered by the City Civil Service Commission and shall account for seventy (70%) percent of the total grade.
- (b) The oral test shall account for twenty-five (25%) percent of the total grade and be administered by a panel of three (3) local Police Chiefs. The Chiefs shall be selected as follows: one (1) by the City; one (1) by the JPOBA; and one (1) by mutual agreement between the City and JPOBA. In the event the City and JPOBA cannot agree on a third Chief of Police, the third Chief shall be appointed by the President Judge of the Court of Common Pleas of Westmoreland County, Pennsylvania upon joint Motion of the parties hereto. Each Chief shall score the applicant on a scale of one (1) to ten (10), with ten being the highest, and the combined scores shall be added to the score of each applicant's written exam.
- (c) The final five (5%) percent of the total grade shall be an assessment of the Officer's past performance and record, and shall be assigned, assessed and determined by the Chief of Police of the City of Jeannette.
- (d) Promotions shall then be made by Council to the applicant having the highest total score. The City shall maintain a current promotion list and retest within six (6) months after a position is made available.

**§ 2.06 Eligibility for Promotions**

- (a) To test for Sergeant, an Officer must have completed five (5) years of service. To test for Lieutenant or Captain, the candidate must hold a rank above patrolman. The position of Chief of Police shall be appointed by the Mayor, without testing.

**§ 2.07 Current Rank Protection and Future Positions**

- (a) Any decision to fill such ranks shall be within the sole and exclusive discretion of the City. The parties hereto do further acknowledge that the following Officers currently hold the rank of Sergeant:
- (i) Sergeant Jose Gonzales; and
  - (ii) Sergeant James J. Phillips

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- (b) The parties hereto do hereby agree that those listed above shall continue in the rank of Sergeant subsequent to the date of this Agreement's entry without the necessity of testing or re-testing. The parties hereto do further agree that such Officers shall not be discharged, demoted, or otherwise reduced in rank without just cause shown by the City. Any reduction in rank, demotion, or discharge shall be subject to arbitration upon filing of a grievance by the affected Officer pursuant to the terms of this Agreement.

### **Article III. Rates of Pay**

#### **§ 3.01 Base Rates**

- (a) The wages for bargaining unit members shall be adjusted for each year of the Agreement as follows (see **Exhibit A. Rates of Pay**, for the base rates of All Officers/Ranks/OIC for each year of this Agreement):
- Effective January 1, 2021 – 2.5% Base Wage Increase
  - Effective January 1, 2022 – 2.5% Base Wage Increase
  - Effective January 1, 2023 – 2.5% Base Wage Increase
  - Effective January 1, 2024 – 2.5% Base Wage Increase
- (b) Officers hired after July 1, 2017 shall be paid pursuant to a second wage tier under which the salary structure shall be as follows:
- Year One: 80%
  - Year Two: 85%
  - Year Three: 90%
  - Year Four: 95%
  - Year Five: 100% base salary
- (c) Officers hired after January 1, 2020 shall be paid pursuant to a third wage tier under which the salary structure shall be as follows:
- Year One: 70%
  - Year Two: 75%
  - Year Three: 80%
  - Year Four: 85%
  - Year Five: 90%
  - Year Six: 95%
  - Year Seven: 100% base salary



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**§ 3.02 Longevity Increments**

- (a) For Officers Hired Prior to January 1, 2006:
  - (i) Such officer shall receive a longevity increase of one (1%) per annum for each year of continuous service up to 20 years.
- (b) For Officers Hired After January 1, 2006:
  - (i) Such officer shall receive a longevity increase of one (1%) per annum for each year of continuous service up to twelve (12) years. No Policeman shall be entitled to their longevity increment increase until such Policeman reaches his fifth year of continuous service. Each Policeman shall begin at the base rate of eighty (80%) percent of the base rate for Patrolman during their first year of service; eighty-five (85%) percent of the base rate for Patrolman during their second year of service; ninety (90%) percent of the base rate for Patrolmen during their third year of service; and ninety-five (95%) percent of the base rate for Patrolmen during their fourth year of service. Beginning in the fifth (5<sup>th</sup>) year of service, each Patrolman shall receive one hundred (100%) percent of the base pay for Patrolmen. After completing five (5) years of service a Patrolman shall be entitled to a longevity increment of five (5%) percent and, following same, one (1%) percent per year for each year of continuous service thereafter up to a maximum longevity increment of twelve (12%) percent.
- (c) For Officers Hired After July 1, 2017 - No Police shall be entitled to their longevity increment increase until such Policeman reaches his fifth year of continuous service. Each Policeman shall begin at the base rate of eighty (80%) percent of the base rate for Patrolmen during their first year of service; eighty-five (85%) percent of the base rate for Patrolmen during their second year of service; ninety (90%) percent of the base rate for Patrolmen during their third year of service; and ninety-five (95%) percent of the base rate for Patrolmen during their fourth year of service. Beginning in the fifth (5<sup>th</sup>) year of service, each Patrolmen shall receive one hundred (100%) percent of the base rate for Patrolmen. After completing five (5) years of service a Patrolman shall be entitled to a longevity increment of five (5%) percent and, following same, one (1%) percent per year for each year of continuous service thereafter up to a maximum longevity increment of twelve (12%) percent.

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- (d) For Officers hired after January 1, 2020, no Police Officer shall be entitled to their longevity increment increase until such policeman reaches his seventh year of continuous service. Each Policeman shall begin at the base rate of seventy (70%) percent of the base rate for Patrolmen during their first year of service; seventy-five (75%) percent of the base rate for Patrolmen their second year of service; eighty (80%) percent of the base rate for Patrolmen their third year of service; eighty-five (85%) percent of the base rate for Patrolmen during their fourth year of service; ninety (90%) percent of the base rate for Patrolmen their fifth year of service; ninety-five (95%) percent of the base rate for Patrolmen during their sixth year of service. Beginning in the seventh (7th) year of service, each Patrolmen shall receive one-hundred (100%) percent of the base rate for Patrolman. After completing seven (7) years of service a Patrolman shall be entitled to a longevity increment of seven (7%) percent and, following same, one (1%) percent per year for each year continuous service thereafter up to a maximum longevity increment of twelve (12%) percent. Then said officers shall receive all other benefits of Officers hired after 2006 with the exception that all Officers hired after January 1, 2020 will forfeit their five (5) years post-retirement healthcare.

**§ 3.03 Effective Dates of Increases**

- (a) All increases in base pay rates shall take effect on January 1 of each year.
- (b) All longevity increases shall be effective on the anniversary date of the Policeman's First day of work.

**§ 3.04 Overtime Pay**

- (a) All overtime pay shall be paid at a rate of one and one-half (1 ½) times the base rate plus longevity increment for each Policeman. Overtime pay shall be available to each Police Officer who works in excess of forty (40) hours in any work week, or eight (8) hours in any work day. Any Policeman called out for work while on "off-duty" status shall be paid a minimum of two (2) hours at his overtime rate; provided, however, that this provision shall not apply to Policemen called out early for a scheduled shift or held over from a scheduled shift who shall be compensated for the actual number of hours worked to the nearest hour.
- (b) The offering of overtime is within the sole and exclusive discretion of the Council of the City of Jeannette. The parties hereto do hereby acknowledge and agree that there is no right to overtime inuring to any Policeman and that the assignment of overtime in one (1) set of circumstances, does not assure its assignment in others.
- (c) If the City of Jeannette offers overtime, the overtime work hours shall be allocated and distributed as evenly as possible among the bargaining unit as follows:

- (i) Scheduled overtime shall first be assigned to an Officer who is scheduled off duty for the day in question. If the off-duty Officer does not want the shift, or is unable to work it, such officer shall notify the Chief of Police in a timely manner so that a replacement can be made. The Chief shall attempt to fill all scheduled vacancies with Officers from the same schedule whenever possible (i.e. if the shift to be replaced is a day shift, it shall be offered to the first daylight Officer scheduled off. If the overtime is in the 2nd and 3rd rotation, it shall be assigned to the first Officer in that rotation scheduled off). In the event of two (2) or more days of vacancies, the Officer who was scheduled for the first shift shall be bypassed and the time will be assigned to the next officer who is scheduled off duty on that day.
- (ii) Call outs will follow the same guidelines as section 3.04(c)(i) above, with the Officers scheduled off-duty being called prior to an Officer double-shifting. If no replacement can be found among the officers scheduled off-duty, the shift will be offered to an Officer who is already scheduled to work that day. In the event that no replacement can be found for the entire shift, the shift may then be divided between two (2) Officers working consecutive shifts. For example, if a vacancy occurs on the 3-11 shifts, an Officer working daylight may be held over and an Officer working a night turn may come out early.
- (iii) In the event all Officers refuse overtime, the Chief of Police may, at his discretion and in the interests of public safety, hold over the least senior Officer on a shift or work the shift himself.

**§ 3.05 Supervisory Rates of Pay**

- (a) The following rate of pay increases shall be compensatory for the OIC "Officer in Charge", Sergeant, Lieutenant, Captain and Chief of Police.
- (b) Officer in Charge "OIC" - If a supervisor (Captain, Lieutenant, or Sergeant) is not on a shift, then the senior Patrolman/Corporal working that shift shall assume the duties of a supervisor and shall become the "Officer in Charge" and shall be compensated for such shift at an additional (3%) percent of their base pay plus longevity increment.
- (c) Sergeant - The supervisory duties of a Sergeant, shall be compensated for such rank at the time of promotion to an additional 3% percent of their base pay plus longevity increment. Yearly longevity increments from that point forward will be calculated at the base Sergeant rate of pay.
- (d) Lieutenant - The supervisory duties of a Lieutenant, shall be compensated for such rank at the time of promotion to an accumulative 3% percent above Sergeant, to include their base pay plus longevity increment. Yearly longevity increments from that point forward will be calculated at the base Lieutenant rate of pay.
- (e) Captain - The supervisory duties of a Captain shall be compensated for such rank at the time of promotion to an accumulative 3% percent above Lieutenant, to include their base pay plus longevity increment. Yearly longevity increments from that point forward will be calculated at the base Captain rate of pay.
- (f) Chief - The supervisory duties of the Chief of Police shall be compensated for such rank at the time of

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promotion to an accumulative 5% percent above Captain, to include their base pay plus longevity increment. Yearly longevity increments from that point forward will be calculated at the base Chief rate of pay.

## **Article IV. Additional Compensation**

### **§ 4.01 Holidays**

- (a) Each Officer shall receive payment at one and one-half (1 ½) times their normal hourly rate for eleven (11) holidays per year. Such payment shall be made in two equal installments due on January 1st and July 1st of each year. Any and all recognized holidays shall hereinafter be considered a normal work day.

### **§ 4.02 Court Time**

- (a) Time spent in off-duty appearances in Court shall be compensated at a rate of one and one-half (1 ½) times the base rate plus longevity increment for each Police Officer. Each Police Officer shall be guaranteed a minimum of two (2) hours compensation for appearances before a Magisterial District Judge, and four (4) hours for all court appearances other than at the local Magisterial District Judge.

### **§ 4.03 Shift Replacement Callouts**

- (a) Time worked by an affected Officer pursuant to a change in schedule made with less than twenty-four (24) hours advance notice shall be compensated at a rate of one and one-half (1 ½) times the base rate plus longevity increment for such a policeman.

### **§ 4.04 Officer in Charge**

- (a) If a supervisor (Captain, Lieutenant, and Sergeant) is not on a shift, the City may elect to replace same with another supervisor. If another supervisor is not available, or the City determines that a replacement is unnecessary, then the senior Patrolman working that shift shall assume the duties of a supervisor and shall become the "Officer in Charge" and shall be compensated for such shift at an additional three (3%) percent of their base pay plus longevity increment. Nothing in this paragraph shall be deemed, or construed, to require mandatory staffing, or coverage of any shift, such staffing and coverage being solely within the managerial prerogatives of the City.

### **§ 4.05 Shifts / Scheduling**

- (a) All Officers will work shifts consistent with eight (8) hour increments as follows: daylight shift will begin at 0600hrs and end at 1400hrs (6a-2p), second shift will begin at 1400hrs and end at 2200hrs (2p-10p), midnight shift will begin at 2200hrs and end at 0600hrs (10p-6a). Anything over eight (8) hours will be compensated at one and one half (1 1/2) times the Officers base salary, including longevity increments, rounded to the nearest hour. The Chief of Police will work in accordance with the operation hours of City Hall, and be scheduled OFF Saturday & Sunday. \*If this new schedule creates a substantial

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amount of overtime more than the previous schedule, the JPOBA agree to meet, discuss, and agree on a solution. \*Bid shifts shall commence at the execution of this agreement.

(b) All Officers in correlation with the "shifts" will bid for each shift by seniority; each bid will remain in effect for the calendar year. Each year, starting November 1<sup>st</sup>, a list will be posted in the squad room. It will remain posted for thirty (30) days or until all shifts are filled and bid upon. If a vacancy remains on December 1<sup>st</sup> it shall be filled by the Chief of Police in accordance with these guidelines, but an Officers choice of shift shall supersede any placement into a vacant shift. Shifts will be awarded by seniority (most senior Officer to the least senior Officer) A senior Officer may bump a less senior Officer out of a bid but, only prior to December 1<sup>st</sup>; otherwise, the bid remains as is. All Officers shall maintain their current rotating shift placement. If an Officer, chooses to bid to a preferred shift which would otherwise remove them from their current rotating shift placement, it shall follow the guidelines set forth above in accordance with seniority-based bidding of shifts. Said Officer, shall pick their preferred shift, which would cause the less senior Officer to exchange shift rotations in accordance with the new bid. With a minimum staffing of twelve (12) Police Officers, and three bid shifts, three Officers follow each other through a four week schedule with rotating days off.

(i) Daylight shift will consist of four available positions, with rotating days off as follows: Week 1 OFF Sunday & Monday, Week 2 OFF Tuesday & Wednesday, Week 3 OFF Wednesday & Thursday, Week 4 OFF Friday & Saturday.

(ii) Second shift will consist of four available positions, with rotating days off as follows: Week 1 OFF Sunday & Monday, Week 2 OFF Tuesday & Wednesday, Week 3 OFF Wednesday & Thursday, Week 4 OFF Friday & Saturday.

(iii) Midnight shift will consist of four available positions, with rotating days off as follows: Week 1 OFF Sunday & Monday, Week 2 OFF Tuesday & Wednesday, Week 3 OFF Wednesday & Thursday, Week 4 OFF Friday & Saturday.

(c) Pull weeks- Each Officer in their 3<sup>rd</sup> week of each bid, can have their days off changed in order to save overtime but they can only be pulled within their bid shift.

(d) Trades- Officers will still maintain the right to trade off of or out of a scheduled day worked with another Officer, so long as the shift is still covered in accordance to the trade guidelines and it does not create overtime. If two Officers trade a shift, and one is unable to appear for their scheduled shift, the trade is only voided to prevent overtime.

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## **Article V. Vacations and Vacation Pay**

### **§ 5.01 Paid Vacations**

- (a) Each Policeman shall be entitled to a paid vacation computed in accordance with his years of continuous service completed during the calendar year of the following vacation schedule. A "weeks' vacation" is intended to be a full week running from Sunday to Saturday.
- (i) For Officers Hired Prior to January 1, 2006:
- 1) One through four years of service completed in calendar year: Two Weeks
  - 2) Five through nine years of service completed in calendar year: Three Weeks
  - 3) Ten through fourteen years of service completed in calendar year: Four Weeks
  - 4) Fifteen through nineteen years of service completed in calendar year: Five Weeks
  - 5) Twenty years and over of service completed in calendar year: Six Weeks
- (ii) For Officers Hired After January 1, 2006:
- 1) One to two years of service completed in calendar year: One Weeks
  - 2) Two through four years of service completed in calendar year: Two Weeks
  - 3) Five through nine years of service completed in calendar year: Three Weeks
  - 4) Ten through fifteen years of service completed in calendar year: Four Weeks
  - 5) Fifteen years and over of service completed in calendar year: Five Weeks

### **§ 5.02 Scheduling**

- (a) The Policeman shall schedule their vacation according to seniority. Each Officer shall have three (3) working days from the date the vacation schedule is posted to make their vacation selections for the first two (2) weeks' vacation. If an Officer takes longer than three (3) working days to make his selection than the next Officer in order of seniority may make his selection. In any event, all Policemen must select their first two (2) weeks' vacation no later than March 1 of each calendar year. Thereafter, any Officer with more than two (2) weeks' vacation shall be entitled to select their vacation on a seniority basis. Vacations taken prior to April 1 of any calendar year shall not be counted as their first or second week's choices. Each Officer shall make their selections in two (2) single week increments at a time, until the Officer's allotted time is exhausted. Notwithstanding the foregoing, not more than two (2) Officers shall be permitted to be on vacation at any one time.
- (b) Any Officer eligible for three (3) weeks' vacation or more, shall be entitled to take one (1) weeks' vacation in increments of one (1) day at a time, provided, however, that there is less than two weeks of vacation posted. Any Officer eligible for four (4) or more weeks of earned vacation may opt to take two (2) weeks of vacation one (1) day at a time following the same stipulations as above. All single vacation days must be approved by the Chief of Police or his designee.

**§ 5.03 Pay Rate**

- (a) Each Policeman shall be compensated for vacation time taken at the rate of their base pay plus longevity increment, if any, in effect at the time such vacation is taken.

**§ 5.04 Court Time Occurring During Vacation**

- (a) In the event an Officer is called to Court during a scheduled period of vacation, such Officer may elect to receive either their Court Pay (as established in this Agreement) for such day, or their vacation pay for such day. In the event the Officer declines his Court pay for that day, he shall be entitled to take one (1) extra days' vacation at a time to be approved by the Chief of Police.

**Article VI. Other Compensation and Benefits**

**§ 6.01 Clothing Allowance**

- (a) Each Policeman shall be paid an annual clothing allowance in the amount of Eight Hundred (\$800.00) Dollars. Each Officer shall be required to wear, at least dress pants with a collared shirt or their uniforms, while attending hearings before a Magisterial District Judge, and a jacket and tie or their uniform while attending proceedings in the Court of Common Pleas.
- (b) (b) Uniform Change Clause
  - (i) If at any time the Chief of Police, City of Jeannette, or the Police Department makes any change, specifically to the classification of uniforms for its Officers. The City at their own cost, shall supply each Officer with four (4) duty pants, four (4) long sleeve and four (4) short sleeve duty shirts, prior to the individual Officers utilizing their clothing allowance referenced in subsection (a).
  - (ii) If the change in classification of uniforms occurs after the disbursement date of the clothing allotment, and duty gear is also required for the new uniform classification, the City shall supply each officer with the appropriate duty gear only upon receipts from the individual Officer/s of appropriate expenditures for the new classification, and a total less than the cost of the new equipment is established.

**§ 6.02 Glasses**

- (a) The City shall pay for the replacement of an Officer's glasses if they are broken in the line of duty.

**§ 6.03 Bullet Proof Vests**

- (a) The City shall supply each Officer with an appropriate safety vest. The Union shall cooperate and comply with all administrative steps necessary to assist the City in applying for a grant to pay for said vests. The Union shall also comply with all reasonable directions of the Chief of Police as to the utilization of said vests.

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**§ 6.04 Life Insurance**

- (a) Each Policeman shall be entitled to a life insurance policy insuring their life, with the death beneficiary to be designated by each Policeman, having a death benefit amount of Thirty-Five Thousand (\$35,000.00) Dollars while in active service and a life-insurance policy having a death benefit of Ten Thousand (\$10,000.00) Dollars after the date of retirement.

**§ 6.05 Police Pension**

- (a) Each Policeman shall be entitled to retire with the retirement benefit permitted under the civil service provisions of the Third Class City Code related to pension benefits for uniformed policemen. The parties hereto do hereby acknowledge that retirement benefits provided to each Policeman in employment with the City are governed by the terms of the Third Class City Code and the Police Pension Ordinance, as amended, and administered by the City of Jeannette Police Pension Board and Jeannette City Council. The parties hereto do hereby agree to be bound by the terms of the City of Jeannette Police Pension Ordinance as same applies to those benefits available to uniformed Policeman.

**§ 6.06 Military Time Buy-Back**

- (a) Any member of the Jeannette Police Department who is also a member of the Police Pension Fund, who is a contributory and who served in the armed forces of the United States subsequent to September 1, 1940, and who is not a member of the Police Pension Fund prior to such military service, shall be entitled to have full credit for each year or fraction thereof, not to exceed five (5) years of such service upon his payment to the Police Pension Fund of an amount equal to that which he would have paid had he been a member during the period for which he desires credit, and his payment to such fund of an additional amount as the equivalent of the contributions of the City on account of such military service.

**§ 6.07 Personal Days**

- (a) Each Policeman currently employed with the City of Jeannette Police Department shall be entitled to six (6) personal days to be used at the discretion of each Officer. A Policeman on probation shall be allotted one (1) personal day only during their probation period. Then being entitled to the remaining five (5) personal days after completion of probation. Personal days shall be compensated at the Policeman's base rate of pay, plus longevity increment increase.
- (b) A "personal day" is a day off work with pay selected at the option of the Officer. For Pension purposes, personal days shall continue to be calculated as "Holiday Pay". When no vacations are scheduled, up to three (3) Officers may take personal days for the same day. If there are two (2) Officers on vacation, then only one Officer shall be permitted to take a personal day. Two (2) Officers may take personal days if there is only one Officer on vacation.



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**§ 6.08 Bereavement Leave**

- (a) Each Policeman shall be entitled to four (4) bereavement days for the death of their spouse, child, mother, father, grandparent, mother-in-law and father-in-law, sister and/or brother.
- (b) Each Policeman shall be entitled one (1) bereavement day for their extended family members to include the policeman's aunt and/or uncle, brother-in-law and/or sister-in-law and the policeman's spouse's aunt and/or uncle.
- (c) Each bereavement day shall be compensated at the Policeman's base rate of pay plus longevity increment increase. In the event the right to bereavement leave shall accrue during a period of vacation, then the Policeman's vacation shall cease at the onset of the bereavement leave and shall commence again upon the exhaustion of the bereavement leave and continue for a time equivalent to the bereavement leave taken, into the next working day following the Policeman's regularly scheduled return to work.

**§ 6.09 Health Insurance**

- (a) In addition to the other benefits provided herein, the City agrees to carry, for the benefit of the employee's subject to this Agreement, hospitalization, medical and surgical insurance, together with a dental, vision and prescription medicine plan. The parties acknowledge and agree that the Highmark PPO Blue Enhanced shall be provided.
- (b) The City shall have the right to change existing health care coverage, including but not limited to hospitalization, medical, surgical, dental, vision and prescription medicine insurance, to a plan that is comparable to the coverage which is presently being provided. Comparable in this context does not mean exactly the same. The employees, however, retain the right to grieve the City's determination that the plan is comparable. If the Union does not agree that a plan selected by the City is comparable, it will so state, in writing, to the City within fourteen (14) calendar days of the plan being provided to the Union by the City, or such longer period as mutually agreed to by the parties in writing. In that event, the City may not unilaterally implement the proposed new plan however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on the issue of comparability shall be issued within forty-five (45) calendar days of the Union's written notice contesting that the plan selected by the City is comparable. The decision of the arbitrator shall be final and binding and will determine if the City is authorized to implement the new plan.

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- (c) If the City receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the City will give the Union written notice of that fact and the parties will immediately meet to discuss changes in the plan design, plan and/or plan carrier in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the City's written notice to the Union regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of the Collective Bargaining Agreement's grievance and arbitration procedure. The sole purpose for that expedited arbitration proceeding will be for the arbitrator to modify the plan, plan design and/or plan carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitrator on this issue shall be issued within forty (40) calendar days of his or her appointment.

**§ 6.10 Search Committee**

- (a) The JPOBA and the City shall form a Search Committee to consider alternate healthcare coverage. The Committee shall consist of the following:
- (i) Two (2) members of the JPOBA designated by its membership;
  - (ii) The City's Director of the Department of Accounts and Finance;
  - (iii) The City Clerk; and
  - (iv) Another representative of the City as designated by Council.

**§ 6.11 Changes in Plans and Coverage**

- (a) The Committee shall search for cost effective plans providing adequate benefits to the Officers and shall recommend alternate Plans and/or coverage to the City, which it believes will adequately protect the Officers and their families. The City shall make the names, ages and dates of hire of all City employees available to any broker or benefit provider requested by the Committee to evaluate the City's healthcare coverage and provide a proposal for alternate coverage. The City shall evaluate the coverage provided on an annual basis and may change healthcare Plans and/or coverage upon recommendation of the Committee, if the recommended Plan is more cost effective, or provides better benefits at a reasonable cost increase.

**§ 6.12 Coverage Levels**

- (a) The City shall provide coverage to its employees with premium rates quoted for the following coverage levels:
- (i) Individual Coverage;
  - (ii) Employee and spouse;
  - (iii) Employee and child(ren); and
  - (iv) Family coverage.

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**§ 6.13 Healthcare Contribution**

- (a) Beginning January 1, 2018, officers will contribute fifteen (15%) percent of the premium cost for health insurance coverage. In addition, effective January 1, 2019 and in each year thereafter, officers shall contribute twenty-five (25%) percent of any cumulative increase in premium costs for all health insurance, vision and dental coverage over base year 2018 without a maximum limit or cap.

**§ 6.14 Post-Retirement Health Insurance**

- (a) Officers hired after July 1, 2017 shall not be eligible for any post-retirement health care benefits.
- (b) For Officers hired prior to July 1, 2017, the City shall provide access to continued hospitalization coverage for each Police Officer, and the Officer's spouse only, following the Officer's retirement from the force. This coverage shall not be provided for the Officer's children, unless the coverage is paid for by the Officer pursuant to the terms set forth hereafter. Such coverage shall be made available through one of the following three options, to be elected by the Officer at the time of retirement:
  - (i) *Option 1: Continuation of Existing Coverage*
    - 1) The Officer may elect to continue coverage under the City Plan provided for active employees at the time of the Officer's retirement until the Officer is eligible for Medicare or is eligible for healthcare coverage from another source as referenced hereafter, whichever occurs first. A retired Officer receiving coverage under this Option shall be required to make a contribution to the cost of such Plan equal to what active employee's pay.
    - 2) For Officers hired after January 1, 2006, such coverage shall be provided for a period of five (5) consecutive years, or until the Officer is eligible for Medicare, whichever occurs first. This coverage provision is limited to only those persons not eligible for any other form of health insurance coverage from any other source of employment, or through their spouse's place of employment, regardless of whether there is a required cost or contribution for same. This benefit is not an option which may be selected over another plan. Specifically, the parties agree that spousal coverage shall only be available to a spouse married to the Officer at the time of retirement. Furthermore, in the event of a divorce and remarriage, or death of the Officer and remarriage of the spouse, this benefit shall cease.
  - a) Any Officer receiving healthcare coverage under the City's Plan may purchase coverage for the Officer's dependent children subject to the terms of the Plan through which coverage is provided. In that event, the Officer shall pay the City the cost of adding or maintaining such dependent children on such coverage.

- b) Any Officer attempting to secure post-retirement Healthcare coverage under this paragraph shall submit a written request for same, on an annual basis, certifying, under oath, that no other coverage is available. In the event other Healthcare coverage becomes available during the period a retired Officer is receiving benefits through the City Plan, such Officer must change coverage to the other Plan. In the event it is determined that other coverage was available to the Officer at the time the request for same was made or came available while the Officer was receiving benefits under the City Plan, the City shall immediately terminate coverage and the retired Officer shall reimburse the City for Healthcare benefits paid by the City on behalf of the Officer's post-retirement.
- c) In the event the Officer has other coverage available through the Officer's employment or through the employment of the Officer's spouse, regardless of the cost of any contribution to same, the Officer must terminate coverage under the City Plan. Upon such termination, and where the Officer's other coverage has a monthly payment requirement, the City shall pay the Officer an amount equal to the cost to the Officer, or their spouse, of the cost of such coverage for the Officer, and the Officer's spouse only; provided, however, that the City shall not pay in excess of Three Hundred (\$300.00) Dollars per month toward such coverage.
- d) In the event the Officer's other coverage is a non-contributory plan but has a required deductible, upon such termination the City shall make the Health Insurance Escrow Fund set forth in Option II hereafter available to the Officer to offset the costs associated with such coverage.

*(ii) Option 2: Health Insurance Escrow Fund*

- 1) The City shall establish an escrow fund for the retiring Officer containing Thirty Thousand (\$30,000.00) Dollars for use by the Officer to pay for, or off-set the cost of, Healthcare Insurance for the Officer and their spouse. Such fund shall be allocated as Twenty Thousand (\$20,000.00) Dollars for use by the Officer, and Ten Thousand (\$10,000.00) Dollars for the use by the Officer's spouse. Such fund shall be accessible by the Officer, or their spouse, until the Officer and/or spouse reach age 65 or until the fund attributable to each is exhausted. Such fund may be used to pay co-pays, deductibles, contributions, or other non-reimbursable out of pocket healthcare costs incurred through a non-City Plan, by either the Officer or their spouse. Such fund may not be used to pay co-pays, deductibles, contributions, or other non-reimbursable out-of-pocket health care costs incurred through the City Plan, referenced in Option 1 herein. Any balance remaining in an escrow fund under this Option at the time the Officer, or the Officer's spouse, attain Medicare eligibility age shall be forfeited and become the property of the City.

*(iii) Option 3: Lump Sum Buy-Out*

- 1) The City shall pay the retiring Officer the total sum of Twenty-Five Thousand (\$25,000.00) Dollars, or, in the alternative, an amount equal to twenty five (25%) percent of the monthly healthcare coverage cost to the City multiplied by the number of months until the Officer becomes Medicare eligible, whichever is less, in two (2) lump sum payments of Twelve Thousand Five Hundred (\$12,500.00) Dollars and 00/100 each, the first payment being made within ten (10) days of the date of retirement, and the second on the one (1) year anniversary date of the Officer's retirement. Upon selection of this option, the retiring Officer shall waive any further rights they may have to seek Health Insurance coverage through the City's Healthcare Plan under Option 1, or to seek contributions for Healthcare coverage under Option 2 of the foregoing, and any other obligation of the City to provide Healthcare coverage, or contribute to same, shall cease.

**§ 6.15 Health Insurance for Families While Officer is Disabled**

- (a) The City shall pay for hospitalization for the family of a Police Officer who became disabled during the course of the performance of his duties as a Police Officer; provided, however, that the Officer shall have the burden of proof to demonstrate the medical condition leading to the disability was service connected with sound of a medical opinion.

**§ 6.16 FOP Convention**

- (a) The City shall release not more than two (2) Policemen from their regular duties to attend the Fraternal Order of Police Labor Seminar, or similar training. During the attendance, the City will pay each of the two (2) Policemen up to two (2) day's pay for the days missed from regular work. The Fraternal Order of Police will assume trip costs such as transportation and lodging.

**§ 6.17 Training**

- (a) When the City requires an Officer to participate in a course of training pertaining to police work that requires the Officer to be present while off-duty, the Policeman will be entitled to compensation for actual time expended in such training program at a rate of one and one-half (1 ½) times the Officer's base pay plus longevity increment. There shall be no guaranteed or fixed hours of compensation; provided, however, that the time spent in training shall be rounded up to the next nearest hour.

**§ 6.18 Family Medical Leave Act**

- (a) The City and JPOBA hereby adopt, incorporate, and agree to the implementation and application of the City of Jeannette Family and Medical Leave Act policy.

**§ 6.19 Deferred Retirement Option Program (DROP)**

- (a) See Exhibit E.

- (b) Any Officer who willfully enters the (D.R.O.P.) will be compensated their full pension in accordance with applicable law. Interest accrued for the duration of each Officers individual Deferred Retirement Option Plan will remain in the Pension Fund in accordance with Act 205, and will not be paid to the Officer, no matter the total years of participation in the program.
- (c) A buy-out option shall be available to all members of the Police Department wherein each Officer may elect to waive coverage of the healthcare, dental and vision plans. Each Officer electing this option shall be compensated three-hundred (\$300.00) dollars per month. In order to participate in this optional benefit, the Officer electing this option shall sign a written election form releasing the City from any obligation to provide healthcare, dental and vision coverages under the City's Healthcare Plan. Additionally, the Officer must supply the City with evidence that they have secured healthcare through another source. Any Officer electing this option who opts out utilizing this section, may re-enroll in the City's Plan at any time thereafter, provided that at such time of re-enrollment, the three-hundred (\$300.00) dollar benefit shall cease upon re-enrollment.

## **Article VII. Sick Leave and Continuing Duties While Injured**

### **§ 7.01 Entitlement to Sick Leave**

- (a) For Officers Hired Prior to January 1, 2006
  - (i) A sick leave is an absence caused by non-occupational illness or injury which renders the Policeman unable to perform his normal police duties. It excludes an absence caused by a lesser injury incurred in the performance of duties and subject to the Heart and Lung Act, governing injuries to Policemen occurring during the course of their employment. For any week during which there occurs a sick leave absence, a Police Officer shall receive sick leave pay equal to his base rate plus the above longevity increment increase, times the number of days of such absence, limited to the number by which the regular scheduled days for a Police Officer in that week exceeds days actually worked by that Officer. There shall be no sick leave payment for a week in *which the Officer works the regular number of scheduled work days.*
- (b) For Officers Hired After January 1, 2006
  - (i) The term "Sick Leave" shall be broken down into "Sick Leave Disability Benefits" and "Sick Days".
    - 1) "Sick Leave Disability" is an absence caused by non-occupational illness or injury which renders the Policeman unable to perform his normal police duties for a period in excess of thirty (30) days. It excludes an absence caused by a lesser injury incurred in the performance of duties and subject to the Heart and Lung Act governing injuries to Police Officers occurring during the course of their employment.

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- 2) A "Sick Day" is an absence caused by a non-occupational illness or injury which renders the Police Officer unable to perform their normal police duties on a day-to-day basis and from which the Officer is anticipated to recover within thirty (30) days. For any week during which there occurs a sick day absence, an Officer shall receive sick day pay equal to his base rate plus their longevity increment, multiplied by the number of days of such absence; provided, however, that said days are limited to the number by which the regular scheduled days for an Officer in that week exceed days actually worked by that Police Officer. There shall be no sick leave payment for a week in which the Officer works the regular number or scheduled work days.

#### **§ 7.02 Sick Leave/Sick Day Duration**

- (a) For Officers Hired Prior to January 1, 2006:
- (i) The duration of and entitlement to sick leave benefits in any calendar year shall depend on the years of service completed by the Police Officer in that year. Officers with twelve (12) or more years of service shall be entitled to twelve (12) months of sick leave.
- (b) For Officers Hired After January 1, 2006:
- (i) The duration of and entitlement to sick days shall depend on the years of service completed by the Police Officer in that year and shall be calculated in accordance with the following schedule:
    - 1) All those in the employ of the City with one (1) year of service shall receive five (5) sick days per annum, at full pay;
    - 2) All those in the employ of the City with two (2) years of service shall receive ten (10) sick days per annum, at full pay;
    - 3) All those in the employ of the City with three (3) years of service shall receive fifteen (15) sick days per annum, at full pay.
  - (ii) Accumulation of sick days with full pay may be accumulated up to one hundred twenty-five (125) working days (i.e. 25 work weeks) after being earned. However, no employee shall receive more than 125 working days (i.e. 25 work weeks) in any one year.
  - (iii) Sick Leave Disability
    - 1) Any officer who suffers from a non-occupational illness or injury that continuously prevents them from performing their normal police duties for a period of thirty (30) days and who has used up all sick days accumulated under Section 7.02(b)(i) above shall be entitled to an extended "Sick Leave Disability Benefit" at a rate of two-thirds their base rate plus longevity pay for a period of twenty-five (25) working days (5 work weeks). Before such Officer may be entitled to "Sick Leave Disability Benefits" said Officer must exhaust all accumulated sick days, vacation days, and personal days available to the Officer.
    - 2) In the event a non-occupational illness or injury continuously prevents such Officer from performing his normal police duties for a period exceeding thirty (30) work weeks in the aggregate, such Officer shall be eligible to retire from the force and, upon application and qualification for same, receive disability retirement benefits through the City of Jeannette Police Pension Plan.

**§ 7.03 Exhaustion and Renewal of Sick Leave/Sick Day Benefits**

(a) For Officers Hired Prior to January 1, 2006:

- (i) The duration of and entitlement to sick leave benefits in any calendar year shall depend on the years of service completed by the Police Officer in that year and shall be calculated in accordance with the following schedule:

Years of Service Completed in Calendar Year	Number of Months Sick Leave Entitlement
1 year	1 month
2 years	2 months
3 years	3 months
4 years	4 months
5 years	5 months
6 years	6 months
7 years	7 months
8 years	8 months
9 years	9 months
10 years	10 months
11 years	11 months
12 or more years	12 months

Officers with twelve (12) or more years of service shall be entitled to twelve (12) months of sick leave.

(b) For Officers Hired After January 1, 2006:

- (i) Any officer whose non-occupational illness consumes all of their "Sick Days" and/or "Sick Leave Disability" entitlement for any year shall not be entitled to "Sick Days" or "Sick Leave Disability Benefits" applicable for any subsequent year, unless they return to work before or after the end of the calendar year in which such benefits are exhausted and have remained continuously at work for a period of thirty (30) days without illness. There shall be no accumulation of unused "Sick Leave Disability Benefits" from year to year.
- (ii) If an Officer's absence continues uninterrupted from one year into the next, regardless of whether the Officer is using accumulated sick days, personal days, vacation days, or is receiving "Sick Leave Disability Benefits", and the amount of sick time consumed as of December 31st is less than the entitlement for the year in which the initial absence occurs, the entitlement shall continue into the subsequent year until the Officer's accumulated sick days, vacation days, personal days and sick leave disability benefits are completely exhausted. The Officer shall not be able to continue any part of the entitlement application to the second, or any ensuing year, until such Officer has returned to active duty and remained continuously at work for a period of thirty (30) days without illness.



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**§ 7.04 Physician's Certification**

- (a) Any request for sick leave for an illness resulting in an absence from work for three (3) or more consecutive days must be accompanied by a physician's certification that the employee's illness has incapacitated the employee from working during that period. Such physician's certification shall also specify the length of time such illness is expected to last.
- (b) While on supervisory notice for abuse of sick time, any days taken off sick within a work week, without a doctor's excuse (physician's certificate) will not be calculated as time worked for overtime purposes until a true forty (40) hours is worked, unless mandated by fulfillment of proper shift coverage, training involving police certification, or by order of a court.
- (c) After five (5) unexcused sick days, consecutive or non-consecutive within a calendar year (January 1st - December 31st), a Physician's certificate is required for each absence thereafter for the remainder of that year. If a valid doctor's excuse is received, upon the Officers return, day/s absent shall be excused absences from work. If an Officer is currently on supervisory notice for abuse of sick time, further documentation may be required by the City for validity.

**§ 7.05 Validation**

- (a) Other than provided in section 7.04 above, during the period of any absence for which sick leave entitlement is claimed, the Officer shall provide certification of the continuation of their illness or injury at the request of the City. In situations where the illness results in a disability greater than five (5) days, such certification shall be made in intervals not to exceed thirty (30) days unless a greater period of time is indicated by the certifying physician. Such certification shall be submitted to the Chief of Police and City Clerk of the City of Jeannette and include a signed statement by the Officer's treating physician certifying:
  - (i) The nature of the condition of the non-occupational illness or injury giving rise to the absence;
  - (ii) A functional capacities evaluation comparing the Officer's level of functioning against the level of functioning expected of a Police Officer during normal activities; and
  - (iii) The duration for which the illness and resulting disability is expected to last.
- (b) The City shall provide a Certification Form to each Officer for completion by the Officer's physician and return to the City. The returned completed form shall be kept in the Office of the City Clerk in a file dedicated to Sick Leave Benefits. In the event the Officer's physician refuses to complete this form, such physician shall mark same "Refused to Sign", date and sign under this mark and return same to the City. If an Officer's physician refuses to sign, then the City, at its discretion, may make arrangements for treatment through the City's physician or, in the alternative, obtain such Certification directly from the refusing Physician.

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**§ 7.06 Releases and Independent Medical Exams**

- (a) The City may request an Officer out on sick leave for a period in excess of five (5) or more days to release to the City, or its representatives, all medical records, reports and/or other treatment records, related only to the condition giving rise to the request for sick leave, from any Healthcare provider or facility furnishing care for those illnesses giving rise to the disability claimed. Thereafter, the City may, at its discretion, require the Officer to submit to an Independent Medical Examination, performed by a physician of the City's choosing and at its expense, to confirm the nature and extent of the Officer's illness or injury.
- (b) In the event the Physician selected by the City fails to confirm the existence of an injury or illness giving rise to the Officer's disability, the City shall provide the Officer with a copy of the report of such Independent Physician and direct their return to employment immediately thereafter in a full-duty capacity. The failure to report to work when directed shall cause the immediate cessation of sick-leave benefits. If the Officer disagrees with the report of the Independent Physician and does not believe they have the ability to return to work, the Officer shall immediately file a grievance requesting the prompt appointment of an arbitrator who shall, following hearing at which both the City and Officer may be represented by Counsel, determine whether the Officer has the ability to return to employment.
- (c) The Officer shall continue to receive sick leave disability benefits pending the disposition of the grievance through the date upon which the decision of the arbitrator is issued. In the event such arbitrator agrees with the City Physician, and believes the Officer has or had the ability to return to full duty employment, the Officer shall pay back those sick leave benefits the Officer has received, for any period the arbitrator determines they are due, by an equal installment payroll deduction occurring over not more than a six (6) month period.

**§ 7.07 Suspension of Benefits**

- (a) Any Officer who fails to provide the proper Certifications of Disability referenced in sections 7.04 and 7.06 above, or who fails to appear for scheduled examinations or execute releases for the benefit of the City, or its representatives, to validate or confirm requests for sick leave benefits within reasonably prescribed time periods, or who fails to attend any scheduled Independent Medical Examination, or who fails to cooperate with the City to confirm or validate their disability, shall have their sick leave benefits suspended and shall forfeit their entitlement to same during such period. In addition to the forfeiture of benefits, the continuing failure to cooperate with the City in validating entitlement to sick leave benefits shall be cause for immediate disciplinary action including suspension and/or termination.

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**§ 7.08 Return to Work**

- (a) When a Policeman asks to return following a sick leave absence, the City may require certification as to their fitness. Certification may be by the Officer's personal physician or, the City may require them to submit to a physical examination by a physician appointed by the City. If the City's physician does not certify that the Officer is physically capable of returning to work, the City may:
  - (i) Return such Officer to the continuing receipt of sick leave benefits; or
  - (ii) Have the Officer subsequently examined by the City's physician to determine whether the Officer's condition has improved. In the event the City's physician believes the Officer has not improved to the extent he is able to perform the full duties of police work at the time his sick leave benefits expire, then such Officer shall be entitled to request disability retirement benefits as set forth above.
  - (iii) In the event the Officer disagrees with the City physician's opinion that the Officer is unable to return to work, such Officer may file a grievance requesting the immediate appointment of an arbitrator who shall, following hearing at which both the City and Officer may be represented by Counsel, determine whether the Officer has the ability to return to employment.
  - (iv) In the event the paid sick leave of an Officer has run out, and the Officer is still unable to return to work, but does not have a permanent disability, the City shall provide the Officer with an additional three (3) month period of unpaid sick leave in which the City shall hold the job of the Officer open. In the event the Officer is unable to return to full duty after the expiration of the period of unpaid sick leave, the Officer may request disability retirement benefits as set forth in paragraph (b) herein, the City shall not be required to hold the position for such Officer and may, in its discretion, replace same.

**§ 7.09 Mitigation**

- (a) A Policeman absent on sick leave shall be encouraged to seek alternative full-time or part-time employment within their reduced physical capabilities. The amount of sick leave available in any week shall be reduced by the earnings in that week from such employment.

**§ 7.10 Sick Leave/Sick Day Buy-Back**

- (a) For Officers Hired Prior to January 1, 2006:
  - (i) Upon normal retirement, the officer will be paid for accumulated sick leave at the rate of ten (\$10.00) dollars per day, up to a maximum of twelve (12) weeks of accumulation, and in no event shall the amount to be paid by the City for accumulated sick leave exceed the sum of six hundred (\$600.00) dollars.
- (b) For Officers Hired After January 1, 2006:

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- (i) In the event of the death of an officer, prior to retirement, the beneficiary designated upon such employee's life insurance, or the estate of such employee if there is no beneficiary designated or beneficiary living, shall be paid for any unused sick days standing to the credit of such employee at a rate of one-hundred (\$100.00) dollars per day up to a maximum of one hundred twenty-five (125) days (i.e. 25 work weeks).
  - (ii) Upon the date of retirement, an officer shall be paid for unused accumulated sick leave standing to the credit of such employee at a rate of one-hundred (\$100.00) Dollars per day up to a maximum of one hundred twenty-five (125) days (i.e. 25 weeks).
  - (c) Sick time buy back for Officers hired after January 1, 2006
    - (i) Officers hired after January 1, 2006 accumulate sick time up to 125 days. Once 110 sick days are accrued, each Officer will be compensated the following year, one hundred (\$100.00) dollars per day of unused sick time with a maximum benefit of one-thousand five-hundred (\$1,500.00) dollars. The (\$1,500.00) shall be paid out by April 1st of the following year. \*Upon retirement up to the full allotment of 125 days shall be paid out to each Officer for sick days accrued in accordance with subsection (ii).

## **Article VIII. Retention of Managerial Rights**

### **§ 8.01 Furloughs**

- (a) As of January 1, 2021, no furloughed Officer not brought back within a year shall receive a lump sum payout.

### **§ 8.02 Police Officers' Bill of Rights**

- (a) The parties hereby agree that each Policeman shall follow the Police Officers' Bill of Rights in all matters affected thereby.
  - (i) Bill of Rights
    - 1) Whenever an anonymous complaint is made against a Police Officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
    - 2) Whenever a citizen complaint is filed, it must be done in writing, signed by the complainant, and filed no later than thirty (30) days from the alleged incident unless clear extenuating circumstances exist. If not, the complaint shall be classified as unfounded.
    - 3) Prior to any discipline, an internal investigation must take place and all parties involved, whether subject or witness, must be part of said investigation.
    - 4) At the completion of the initial investigation, all information must be corroborated and just cause must be found before charges are brought against an Officer. The accused Officer must be notified and given a copy of the complaint within five (5) days of the completion of the investigation regardless of whether charges or any other type of disciplinary action will be brought. Officers must also be advised if there is a possibility of criminal charges filed and be afforded the opportunity to seek legal counsel, and have them present, prior to any interrogations.

- 5) An accused officer will have five (5) days from the receipt of the complaint to present evidence or testimony in his behalf before any disciplinary actions are commenced.
- 6) Accused Officers shall have the right to appeal all disciplinary actions more severe than written reprimands through the arbitration process under the following stipulations:
  - a) The City may suspend an officer on one occasion for up to four (4) days without pay during any given twenty-four (24) month period without a hearing before a grievance arbitrator. In those circumstances, the suspended Officer shall be entitled to an informal hearing before Council without a record. The decision of Council shall be final and no further appeals shall be permitted.
  - b) The City may suspend an Officer for up to four (4) days prior to such hearing before City Council but there will be no forfeiture of pay until the hearing is held and a decision is rendered.
  - c) Any subsequent suspension within twenty-four (24) months of initial suspension, or any suspension greater than four (4) days will proceed through the arbitration process. There shall be no forfeiture of pay until a decision is rendered.
- 7) An Officer, whether subject or witness, must be informed of the nature of any questioning before the actual interrogation takes place and given five consecutive days' notice to prepare his response.
- 8) Upon the interrogation of any Police Officer a Union Representative and/or legal counsel may, at the discretion of the Officer, be present and where written statements, transcripts, or mechanical recordings are made, a copy of the same shall be given to the Officer without cost.
- 9) All Officers shall have the right to review their personnel files upon reasonable request. Any review shall be conducted in the presence of the Chief of Police and the City Clerk. All official personnel files shall be maintained in the office of the City Clerk.
  - a) Any disciplinary actions shall remain in an Officer's file as follows: Twelve (12) months for written reprimands and twenty-four (24) months for suspensions.
  - b) In the event of subsequent disciplinary actions, all infractions will remain in the files until the most recent action has expired.
- 10) Under no exceptions shall an Officer be subject to any pay forfeiture until a hearing has been held, whether before Council or through arbitration.

### **§ 8.03 Right to Discipline**

- (a) The parties hereto do hereby agree that the City has and retains the right to discipline Policemen consistent with the terms of the Civil Service provisions of the Third Class City Code, subject to the terms of this Agreement, the aforesaid Bill of Rights and laws of the Commonwealth of Pennsylvania applicable thereto.

**§ 8.04 Residency**

- (a) The parties do hereby acknowledge that each Police Officer employed by the City shall live within ten (10) air miles of the City's municipal building during the course of their employment. Any current Police Officer who currently maintains a permanent residence outside of the above referenced ten (10) air mile limit, shall be grandfathered at that specific location. In the event a newly hired Police Officer does not live within the ten (10) air mile limit they shall comply with such limit within six (6) months following the completion of their probationary period. The failure of any Police Officer (except any grandfathered Police Officer) to reside within the ten (10) air mile limit, as required by this paragraph, shall subject such Police Officer to immediate discharge; provided however, that a Police Officer who receives prior confirmation from the City that the desired residence is in compliance with the ten (10) air mile limit cannot later be subject to immediate discharge.

**§ 8.05 Right to Manage**

- (a) The parties hereto do hereby acknowledge and that the City has and shall retain all rights necessary to provide for the effective management of the Police Force of the City of Jeannette and to insure the public health, safety, and well-being. The managerial prerogative retained by the City shall include, but not be limited to, the right to set the size of the force, determine the number, rank, and the grading of policemen consistent with the terms of the Third Class City Code, to set schedules and to determine the staffing of each shift.

**Article IX. Police Liability Coverage**

**§ 9.01 Coverage**

- (a) The City, as its expense, shall carry Police and Public Official Liability Coverage to insure and defend each Police Officer against civil claims for money damages arising out of, or occurring as a result of the performance of their duties as Police Officers within the City of Jeannette. The City shall pay any deductible associated with any claim made. The selection of an insurance carrier and the amount of coverage limits provided shall be at the sole discretion of the City.

**§ 9.02 Criminal Offenses**

- (a) The City shall not be obligated to provide coverage for or defend a Police Officer in any criminal proceeding arising from the performance of his duties or otherwise, and, unless subject to payment through a civil proceeding referenced herein, shall not be liable to pay any restitution agreed to or ordered as a result of same.

**§ 9.03 Claims and Rights to Discipline**

- (a) The parties hereto do hereby acknowledge that the City's Police and Public Official Liability Coverage contains "consent to settle" clauses which require the City to consent to the settlement of any civil claim for money damages made against a Police Officer. In the event the City, through its carrier, consents to the settlement of any claim made, nothing in such settlement, or any release given by an aggrieved party to the City, shall be deemed of construed to prohibit or otherwise affect the City's ability to impose disciplinary measures upon any Officer subject to such proceeding arising from or associated with the conduct giving rise to such proceeding.

**Article X. Grievance Procedure**

**§ 10.01 Grievance**

- (a) The term "grievance" means any difference or dispute between the City of Jeannette and any regular Policeman with respect to the interpretation, application, claim, breach or violation of any of the provisions of the existing Collective Bargaining Agreement, and/or the attached Bill of Rights, between the City of Jeannette and the Jeannette Police Officer Benefit Association.
- (b) Grievances shall also include disputes pursuant to the Heart and Lung Act, 53 P.S. §637, limited to issues concerning the "performance of duties" may be submitted to binding arbitration.

**§ 10.02 No Striking**

- (a) Should a grievance arise between the City of Jeannette and a Policeman or Policemen, there shall be no suspension of work on account of such grievance, but the grievance shall be settled in accordance with the grievance procedure is hereinafter set forth.

**§ 10.03 Grievance Committee**

- (a) The regular Police shall designate to the Mayor a Grievance Committee composed of not more than three (3) regular Policemen, one of whom shall be designated as Chairman.

**§ 10.04 Written Grievance**

- (a) Any regular Policeman having a grievance shall first discuss the grievance with the Mayor. If after such discussion satisfaction is not received, the Policeman may file his grievance in writing in a form agreed to by the parties. If the committee finds merit in the grievance, it shall follow the grievance to the next step. The following grievance steps shall be followed:
  - (i) Within fifteen (15) days from the occurrence of the grievance, the written grievance shall be given to the Mayor, with a copy to the Chief of Police and City Clerk.

- (ii) Within seven (7) days thereafter, the same shall be considered in a meeting by the Mayor and Chairman of the grievance committee, and the aggrieved Policeman and/or Policemen.
- (iii) Within seven (7) days thereafter, a decision shall be made by the Mayor on the grievance and communicated to the aggrieved Policeman and/or Policemen in the Grievance Committee.
- (b) In the event the matter is not resolved as provided hereunder, the matter will be presented to the City Council, who will respond within fifteen (15) days after submission to counsel.
- (c) If the matter is not settled to the satisfaction of the aggrieved Policeman and/or Policemen, the Policeman or Policemen shall advise the Grievance Committee. The Grievance Committee and the aggrieved Policeman and/or Policemen shall, subject to those limitations set forth in the attached Bill of Rights, then jointly be entitled to arbitration and, in the event the parties cannot mutually agree on an arbitrator, shall request a list of seven (7) names from the American Arbitration Association. The City and the Union shall then alternate striking names from this list with the parties alternating first strike from grievance to grievance until one arbitrator is left. This arbitrator shall be the arbitrator who presides over the grievance proceeding and issues of the grievance arbitration award. The arbitrator's decision must be rendered within thirty (30) days after the hearing, unless an extension of time is granted. The cost of the arbitrator shall be shared equally by the two (2) parties.
- (d) The grievance as stated in the request for arbitration shall constitute the sole and exclusive subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. Otherwise, the arbitrator shall not have the power to add to, subtract from, modify or amend the collective bargaining agreement.

**§ 10.05 Grievance by City**

- (a) If the City of Jeannette has a grievance it shall take it to the grievance committee, if not resolved to the City of Jeannette's satisfaction, the City of Jeannette shall be entitled to arbitration in the same manner as set forth above.

**§ 10.06 Extensions of Time**

- (a) An extension of time in each step shall be only at the mutual consent of the City and the Police Representatives.

**§ 10.07 Interest Arbitration**

- (a) The rights, duties and obligations of the parties hereto with respect to collective bargaining and interest arbitration shall be governed by the terms of Act 111.



**§ 10.08 Standing Panel of Arbitrators**

- (a) The foregoing provisions of this Agreement notwithstanding, in order to reduce costs and expedite proceedings, the City and JPOBA may, by mutual agreement, establish a standing panel of arbitrators to hear any grievance conducted hereafter. The City and JPOBA shall establish the method for selecting arbitrators from such standing panel at the time it is created.

**Article XI. Part-Time Officers**

**§ 11.01 Details**

- (a) The City shall have the right to hire and assign police duties to part-time police officers subject to the following provisions:
- (i) No part-time Police Officer shall work in excess of thirty (30) hours per week;
  - (ii) Should a reduction in the size of the Police Department become necessary, part-time Officers shall be furloughed before any full-time Officer is furloughed, regardless of rights of length of service;
  - (iii) The first three (3) scheduled and unscheduled overtime shifts each week will be offered to full-time Officers prior to being offered to part-time Officers;
  - (iv) The City shall maintain a minimum of twelve (12) full-time Officers.

**Article XII. Miscellaneous**

**§ 12.01 Outside Duty**

- (a) No Policeman shall be permitted to perform police duties for any outside agency without being ordered to do so by the City. If ordered to perform outside duty by the City, said Policeman shall be paid in accordance with this Collective Bargaining Agreement. The Chief of Police of the City of Jeannette shall determine the number of Policemen to assign to such duty. The City will not arbitrarily change the normal work schedule of Officers in order to avoid overtime payment for such duty. Such assignment shall be made on a voluntary basis. However, if an insufficient number of volunteers are available, the Chief of Police may assign any Policeman. The City will endeavor to make such assignments on an equitable basis.

**Article XIII. "As Is" Clause**

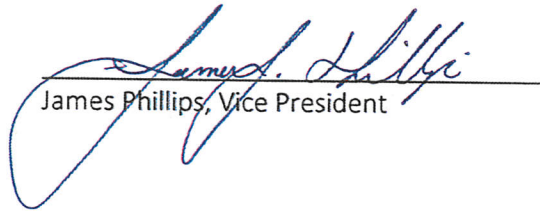
**§ 13.01 Terms**

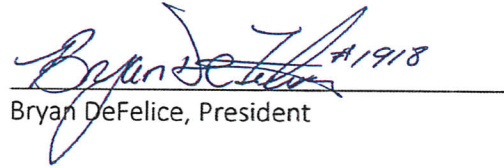
- (a) All existing benefits and practices enjoyed by members of the bargaining unit not modified by this Agreement shall remain "as is."

THIS AGREEMENT is approved by the parties hereto as follows:

**By the Jeannette Police Officers Benefit Association:**

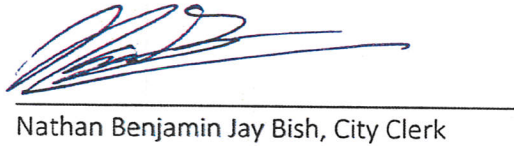
Attest:

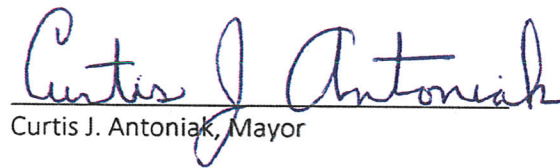
  
James Phillips, Vice President

  
Bryan DeFelice, President

**By the City of Jeannette:**

Attest:

  
Nathan Benjamin Jay Bish, City Clerk

  
Curtis J. Antoniak, Mayor

**EXHIBIT (A) Wage Chart per Article III, Rates of Pay**

Rank	2021 =2.5%	2022 = 2.5%	2023 = 2.5%	2024 =2.5%
PtIm/Cpl	\$72,897.40	\$74,719.84	\$76,587.83	\$78,502.53
Sergeant	\$75,084.32	\$76,961.43	\$78,885.47	\$80,857.60
Lieutenant	\$77,336.85	\$79,270.27	\$81,252.03	\$83,283.33
Captain	\$79,656.96	\$81,648.38	\$83,689.59	\$85,781.83
Chief	\$83,639.81	\$85,730.80	\$87,874.07	\$90,070.92

Rank Salary Increases	
Sergeant Raise Increase Above Patrolman Rate	3%
Lieutenant Rate Increase Above Sergeant Rate	3%
Captain Rate Above Lieutenant Rate	3%
Chief Rate Increase Above Captain Rate	5%

Total Progressive Raise from PtIm/Cpl to Chief of Police
14%

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## **Exhibit (B) - Proper Shift Replacement Guideline**

Starting in 2021 in accordance with the Collective Bargaining Agreement between the City of Jeannette and the Jeannette Police Officers Benefit Association, this guideline for shift replacement, shall supersede any previous agreement and be implemented thereafter. In the event a vacancy occurs within any shift and a replacement of said shift is required to provide appropriate coverage of at least two Officers per shift excluding the Chief of Police. The Supervisor/OIC of any shift shall be the sole Officer replacing the shift as follows:

The Supervisor/OIC shall call or message the appropriate Officer to fulfill the shift in accordance with these standards. If no answer is received the Supervisor/OIC shall wait fifteen (15) minutes before the vacant shift is offered to another Officer. If an Officer denies a shift, the Supervisor/OIC can move forward with filling the vacant shift. Additionally, before two Officers can split a shift all attempts to fill the eight (8) hour shift with one Officer must be exhausted first.

### **Shift replacement in the Daylight bid:**

- The first Officer called to fulfill the overtime time shift shall be the Officer scheduled OFF in the daylight bid.
- Then, the Officer scheduled OFF in the Afternoon bid.
- Then, Officer scheduled OFF in the midnight bid.

If no Officers scheduled Off accept the overtime shift (herein referred to as X-day) The shift shall be replaced as follows:

- Afternoon Week 1; Midnight Week 1
- Afternoon Week 2; Midnight Week 2
- Afternoon Week 3; Midnight Week 3
- Afternoon Week 4; Midnight Week 4

All Officers previously called in OFF status shall be bypassed. If no Officer/s accepts the X-Day the Chief of Police shall have the option to fulfill the overtime shift. If the Chief denies the overtime shift. All attempts would now be exhausted to fulfill the overtime shift, and two Officers would be able to split the shift. If no split occurs then the least senior Officer on Midnight Shift shall be forced over to double. No Officer shall work more than sixteen (16) hours consecutively. To prevent this, an Officer who would be forced to work more than sixteen (16) hours would be bypassed and the second least senior Officer would be forced over.

### **Shift replacement in the Afternoon bid:**

- The first Officer called to fulfill the overtime time shift shall be the Officer scheduled OFF in the Afternoon bid.
- Then, the Officer scheduled OFF in the Midnight bid.

- Then, Officer scheduled OFF in the Daylight bid.

If no Officers scheduled Off accept the X-Day the shift shall be replaced as follows:

- Midnight Week 1; Daylight Week 1
- Midnight Week 2; Daylight Week 2
- Midnight Week 3; Daylight Week 3
- Midnight Week 4; Daylight Week 4

All Officers previously called in OFF status shall be bypassed. If no Officer/s accepts the X-Day the Chief of Police shall have the option to fulfill the overtime shift. If the Chief denies the overtime shift. All attempts would now be exhausted to fulfill the overtime shift, and two Officers would be able to split the shift. If no split occurs then the least senior Officer on daylight Shift shall be forced over to double. No Officer shall work more than sixteen (16) hours consecutively. To prevent this, an Officer who would be forced to work more than sixteen (16) hours would be bypassed and the second least senior Officer would be forced over.

**Shift replacement in the Midnight bid:**

- The first Officer called to fulfill the overtime time shift shall be the Officer scheduled OFF in the Midnight bid.
- Then, the Officer scheduled OFF in the Afternoon bid.
- Then, the Officer scheduled OFF in the Daylight bid.

If no Officers scheduled Off accept the X-Day the shift shall be replaced as follows:

- Afternoon Week 1; Daylight Week 1
- Afternoon Week 2; Daylight Week 2
- Afternoon Week 3; Daylight Week 3
- Afternoon Week 4; Daylight Week 4

All Officers previously called in OFF status shall be bypassed. If no Officer/s accepts the X-Day the Chief of Police shall have the option to fulfill the overtime shift. If the Chief denies the overtime shift. All attempts would now be exhausted to fulfill the overtime shift, and two Officers would be able to split the shift. If no split occurs then the least senior Officer on Midnight Shift shall be forced over to double. No Officer shall work more than sixteen (16) hours consecutively. To prevent this, an Officer who would be forced to work more than sixteen (16) hours would be bypassed and the second least senior Officer would be forced over.

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## Exhibit (C) - Trading Guidelines

Any Officer within the City of Jeannette Police Department excluding the Chief of Police will have the ability to trade shifts with another Officer. This guideline is to be utilized to explain how the shift trading occurs, and what is and is not permitted. The City of Jeannette shall acknowledge the ability Officers have to trade shifts but, will be relieved of any accountability specifically relating to Officers trading. (if an Officer owes another a day back, the City shall not be accountable for said day).

### **A trade of a shift serves two purposes:**

1.) To aid an Officer to have a day off, compensated as a day worked, through a fellow Officer working that shift. Then said Officer would owe a day worked back to the Officer who worked for them.

a. Any Officer can ask another to "work for them", this would include Officer A having the day off and Officer B working Officer A's shift and his own. Officer A would then owe, Officer B a shift. This shall be maintained by the individual Officers and not accountable to the City or the Chief of Police. In the above-mentioned reference Officer A, would be compensated by the City for his day worked and Officer B would be compensated for his single shift worked. No overtime shall be paid out for Officer B.

2.) To aid an Officer to switch their currently scheduled shift to another shift that is more accommodating for their personal needs.

a. Any Officer can ask another to trade shifts. Officer A scheduled for a midnight shift can ask Officer B to work afternoon, or Officer C to work daylight. This entails Officer A working the preferred shift and Officer B or C working Officer A's midnight shift.

### **Further guidelines:**

3.) At no point can any Officer scheduled for an overtime shift, trade a shift with another but still maintain the compensation of overtime, unless both Officer A and B are each scheduled overtime shifts in the same day and they are both willing to trade the scheduled overtime shifts. (If an overtime shift is scheduled for afternoon, and no overtime scheduled for midnight, Officer A cannot trade Officer B for the midnight shift and be compensated overtime for the afternoon shift).

4.) If two Officers trade, and one calls off for their scheduled shift, whether due to illness, vacation or personal leave. The trade shall remain as is, unless, the trade will cost the City overtime in fulfillment of the now vacant shift. If overtime will be caused, then the trade shall be voided and the Officers return to their normally scheduled shift/s. If the vacancy of one of the

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Officers within the trade will create overtime regardless, it is the discretion of the Chief of Police, or supervisor to make the most appropriate decision to maintain proper shift coverage.

5.) For any trade to be considered valid, the trade shall be approved by the Chief of Police, Ranked Supervisor or OIC. It shall be documented on the trade sheet below the schedule and all Officers trading and the approving supervisor must sign or initial the trade sheet. The trade sheet shall be placed with the appropriate schedule/sat the end of each pay period to be submitted.

**Exhibit (D) - Shift Bidding**

Bidding starts \_\_\_\_/\_\_\_\_/\_\_\_\_ All bids end \_\_\_\_/\_\_\_\_/\_\_\_\_

All bids will be approved by seniority. If on any shift, more than four ( 4) Officers bid for said shift, it shall be awarded based off of years of service within the City of Jeannette Police Department. Additionally, throughout the year, if a shift suffers a loss, the Officer who was outbid previously will have an opportunity to fill the vacancy until the more senior Officer returns to his bid. Initial on the line adjacent to your name. If an Officer fails to bid they will be filled into a vacancy by the Chief of Police.

Daylight Shift will be from 0600-1400 hours

Afternoon Shift will be from 1400-2200 hours

Midnight Shift will be from 2200-0600 hours.

OFFICER	Daylight 6am-2pm	Afternoon 2p-10p	Midnight 10p-6a
Lt. Shepler			
Sgt. Gonzales			
Cpl. Mason			
Cpl. Ryan			
Cpl. Johnston			
Sgt. Phillips			
PtIm. DeFelice			
PtIm. Yaniszski			
PtIm. Balistreri			
PtIm. Manley			
PtIm. Burger			
PtIm. Pierce			



## Exhibit (E) - Deferred Retirement Option Program

The City of Jeannette shall immediately establish a DROP for all eligible Officers that conforms to all state and federal laws and regulations and is agreed upon between the City and IPOBA.

### What is DROP?

The Deferred Retirement Option Program (DROP) allows you to retire and begin accumulating your retirement benefits, without terminating employment, for up to sixty (60) months from the date you first reach normal retirement eligibility, or at a date you select. While participating in DROP, your monthly retirement benefits are paid to a self-directed, separate and restricted account earning tax-deferred interest while you continue to work. You do not earn additional service credit for retirement while in DROP. When your DROP participation ends, you must terminate all employment with the City of Jeannette. At that time, you will receive payment of the accumulated DROP benefits, and begin receiving your monthly retirement benefit (in the same amount as determined at retirement, plus any cost-of-living increases). For many, this is the "best of both worlds," providing both a guaranteed lifetime benefit and a lump sum to be invested by the member after DROP ends.

### Potential Advantages of DROP Participation.

DROP allows you to simultaneously earn a salary and to accumulate an additional tax-deferred account. It can:

- Provide additional financial security for your retirement if your DROP accumulation is rolled over into an eligible retirement plan. The interest you earn on your DROP account may be more than enough to replace the value of your lower retirement benefit, which will be less because you stopped earning retirement service credit when you retired and entered DROP.
- Provide an inheritance to someone who is not eligible for a continuing benefit under the Jeannette City Police Pension Ordinance. Careful estate planning will help to insure the proper usage of your DROP accumulation after your death.
- Provide a financial basis for you to start a new business, make a major purchase, pay off your debts, or return to school and change your career. Before using your accumulated DROP account for such plans, make sure you have adequate resources to insure your financial security during retirement.

## Exhibit (E) Continued

Participating for the full sixty (60) months offers the greatest financial gain from DROP for most people. However, if your current salary greatly exceeds other years in your average final compensation, you may wish to compare estimates before deciding upon your period of DROP participation. If you work longer and participate in DROP for a shorter period of time, your final monthly pension payment will increase. Compare that to an estimate of your benefits if you participate in DROP for the full sixty (60) months. For many, even short periods of DROP participation can offer sufficient financial advantages to justify serious consideration.

### Join DROP and Retire or Remain Active?

One of the most important retirement decisions you will have to make is whether or not you should join DROP. To assist in this decision, the Pension Administrator will provide, upon request, comparative estimates of the benefits you would receive under DROP versus the benefits you would receive if you continue working for the same period of time and retire without participating in DROP.

When you get these estimates, you should meet with your accountant, financial planner, or other trusted financial adviser to review your total financial situation, including estimated pension benefits and/or DROP benefits, personal investments, significant debts, and other liabilities. Give careful consideration to these decisions to insure that the choices you make will provide the best financial security for your future.

Included among the many questions you need to answer when making a decision about DROP participation are:

- What are your options for starting DROP if you wish to participate for the maximum sixty (60) months?
- Will you be ready, both financially and emotionally, to terminate employment when your DROP participation ends?
- If you need to, or wish to continue working, will you continue in your current career or change your career focus? Will you work full-time or part-time?

### Who is Eligible to Join DROP?

You must be vested and eligible for normal retirement, based on your years of service, as a member of the Jeannette Police Officers Benefit Association.

## **Exhibit (E) Continued**

### **Beginning Date of DROP Participation.**

You may begin DROP participation in the month you reach your normal retirement date based upon your years of service (i.e. a minimum of 20 complete years of service).

You may notify the Pension Administrator of your election to participate in DROP and the dates you have chosen to participate in DROP on or after you reach your normal retirement date.

When determining your normal retirement date for DROP eligibility, or for the 60-month participation period, you may choose to include any optional military service you have purchased.

### **Applying for DROP?**

The Pension Administrator must receive your DROP application and election forms prior to your receipt of your first retirement pension check. Thereafter, you are ineligible to participate in the DROP plan. You may send in these forms prior to the date you reach your normal retirement date and plan to begin DROP participation (samples of both forms attached).

### **Length of DROP Participation.**

In most cases, you may participate for a maximum of sixty (60) months following the date on which you first entered the DROP program.

If you initially elect to participate in DROP for less than the maximum sixty (60) months allowable, you may extend your DROP participation up to the 60-month maximum if approved by the City of Jeannette. However, the length of DROP participation must comply with any terms set forth in the IPOBA contract in effect at the time the DROP option is exercised.

### **Non-Guaranteed of Employment.**

Your employment status is not changed by DROP participation. You may quit, or the City of Jeannette may terminate you in the same manner as before DROP participation.

### **Final Retirement**

Once your participation in DROP begins, your retirement is final and you cannot add service credit or change retirement options, or change the type of retirement (service versus disability) that you choose to retire under.

## **Exhibit (E) Continued**

### **DROP Account Beneficiary - Changes.**

You must name a beneficiary to your DROP account at the time you retire and enter DROP. You may change your beneficiary by completing and returning a change of beneficiary form provided by the Pension Administrator.

### **Disabled While In Drop**

If you become disabled during DROP and terminate employment, you will begin to receive your monthly retirement benefit that was determined when you started DROP, plus any cost-of-living increases, and your DROP accumulation up to the point of your termination. You will not be eligible to change your type of retirement from a service retirement to a disability retirement. This is because you have already elected for conventional retirement and are in fact retired while participating in the DROP program.

### **Cost-of-Living Adjustments - DROP.**

Retirement benefits that accumulate in the DROP will be increased by any cost-of-living adjustments provided to all retirees.

### **Status When DROP Ends?**

The DROP participant and the City of Jeannette must verify termination of all employment. Upon verification, you will begin receiving your Police Pension monthly retirement benefits and distribution of your DROP account.

Your DROP account will be paid to you in one of three ways:

- A lump sum payment, less 20% withholding tax;
- A direct rollover; or
- A combined partial lump sum payment and partial rollover, so long as the combined amount is equal to 100% of your DROP Account Funds.

It is recommended that within thirty (30) days after DROP ends, your DROP assets will be distributed in the manner you specify.

## Exhibit (E) Continued

### Lump Sum Distribution Election.

Prior to the end of your DROP participation, the City of Jeannette should be notified of which method of distribution you have selected:

- A lump sum payment;
- A direct rollover; or
- A combined partial lump sum payment and rollover.

If you terminate your DROP participation earlier than you originally designated, the City should be notified of your new termination date. There is no penalty for early termination.

### DROP Distribution Taxation.

At the conclusion of DROP, if you elect to have your DROP assets rolled over to an eligible retirement plan (see opinion letter from law firm of Blank-Rome attached) there will be no taxes due on your DROP assets until you begin to withdraw these funds from the eligible retirement plan. At that point, your taxes will be based upon the amount withdrawn each year and the IRS requirements for the eligible retirement plan you have selected. If you elect to receive a total or partial lump sum payment of your DROP assets, the lump sum amount will be taxed as ordinary income in the year you receive it. The City of Jeannette is required to withhold twenty (20%) percent of this amount for taxes when distributed to you. When you file your income tax forms for that year, you may also owe additional taxes, depending on your tax bracket.

### DROP Distribution - Rollover.

Generally, rollovers must be paid directly to the custodian of an eligible retirement plan as defined in the Internal Revenue Code (IRC). Eligible retirement plan examples generally include the following:

- An Individual Retirement Account described in subsection 408(a), IRC - commonly referred to as an IRA.
- An Individual Retirement Annuity.

An eligible retirement plan does not include a ROTH IRA. Please refer to the attached opinion letter from Blank-Rome, dated March 13, 2006, for more detailed and complete information regarding the tax treatment of DROP rollovers.

## **Exhibit (E) Continued**

### Death During DROP Participation.

If you die during DROP, your spouse will only be eligible to rollover your DROP benefits into an Individual Retirement account, or other accounts as permitted by the Internal Revenue Code. Beneficiaries who are not your spouse must receive a lump sum payment, less applicable taxes. All retirees should consult their own tax advisers for answers concerning the tax law applicable at the time the retiree, or retiree's beneficiary, receives his or her DROP Account Funds.

### Divorce - DROP Account.

The provisions of the Pennsylvania Divorce Code contain certain sections specifically dealing with the equitable distribution of marital property. Pension contributions, during the time of the marriage, constitute marital property subject to division at the time of a divorce. Your spouse may be entitled to a percentage of your pension contributions and/or a percentage of your pension when it goes into pay status after your retirement.

For many families a pension is the largest asset after the family home. Even if the pension is earned solely by the efforts of one spouse, the portion of it that was earned during the marriage is still marital property subject to division by the court.

Many courts prefer to give full rights to a pension to the party who earned it as long as the other party has received an equitable amount of income and property resulting from the marital property distribution. If, however, the pension is the primary source of income that a spouse would have and there are no other significant sources of income, the court is likely to divide rights to the pension by percentages.

Congress has passed a law facilitating division of pensions. The law allows the entry of orders by a court called Qualified Domestic Relations Orders (QDRO). The orders, when properly entered by a court, require the administrator of a pension plan to send pension checks not only to the retired police officer, but also to the officer's former spouse; in such cases, each party receives a proportionate share of the whole. The court cannot order a pension check to be written before the actual retirement, nor can the court change the total amount of the pension that is due.

## Exhibit (E) Continued

If you are divorced and have an approved qualified domestic relations order (QDRO) in your file, your pension and DROP accumulation will be distributed in one of two ways:

- If your QDRO has been specifically prepared to address DROP, the Pension Administrator will follow those provisions;
- If your QDRO was filed before DROP became effective or if your QDRO does not address your DROP accumulation, the Pension Administrator will distribute to your former spouse the required proportional share of your monthly pension at retirement (as set forth in the QDRO) and the balance of the monthly pension will be paid to the DROP account and will be yours in full at the time you leave the DROP program. After you leave DROP you will be paid your proportional share on a monthly basis and your spouse will continue to be paid monthly, the proportional share she had been paid while you participated in the DROP.

### Divorce After Entering DROP - Beneficiary Designation

If you are divorced after entering the DROP, you may remove your former spouse as DROP beneficiary and designate a different beneficiary.

### How are Police Pensions Calculated?

The Pension Administrator will calculate a prospective retiree's pension based upon his or her years of service, projected retirement date, applicable rate of pay, longevity, and applicable holidays. (See attached Pension Calculation Form)