

**CITY OF JEANNETTE-JEANNETTE FOP  
CONSOLIDATED COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT, made this 12th day of day April,  
2006, by a between the City of Jeannette, a municipal corporation of the County of  
Westmoreland and Commonwealth of Pennsylvania, hereinafter referred to as the "City"

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The Policemen of the City of Jeannette, through the Fraternal Order of Police, Jeannette Lodge No. 24, hereinafter referred to as the "FOP", 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 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, 2005; and

WHEREAS, the parties have engaged in bargaining 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:

**ARTICLE I: INTENT AND TERM**

1.1 INTENT OF AGREEMENT-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.

1.2 TERM – This Agreement shall be for a period of three (3) year(s), beginning retroactive to January 1, 2006 and ending December 31, 2008.

## ARTICLE II: SCOPE OF AGREEMENT

2.1 MEANING OF POLICEMEN-The term “Policeman” shall mean those policemen actively employed by the City. This term includes patrolmen, sergeants, lieutenants, and captains.

2.1.1. MAINTENANCE OF RANKS – 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, a Captain, a Lieutenant and Sergeants. In addition, any patrolman who attains 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 4.5 of this Agreement.

2.1.2. TESTING FOR PROMOTIONS – 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 70% of the total grade.

The oral test shall account for 25% 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 FOP; and one (1) by mutual agreement between the City and FOP. In the event the City and FOP 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/grade the applicant on a scale of 1 to 10 (with 10 being the highest) and the combined scores/grades shall be added to the score of each applicant’s written exam.

The final 5% 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.

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.

2.1.3. ELIGIBILITY FOR PROMOTIONS – 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.

2.1.4. CURRENT RANK PROTECTION AND FUTURE POSITIONS – The parties hereto acknowledge that, although the above ranks are created by this Agreement that the rank of Captain and Lieutenant are not currently filled. 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:

- a. Sergeant Keith Rosky;
- b. Sergeant Jose Gonzales; and
- c. Sergeant Donald Johnston.

The parties hereto do hereby agree that those persons 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.

2.2 BENEFITS FOR THE CHIEF OF POLICE- 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.

2.3 UNION RECOGNITION- The City hereby recognizes the Fraternal Order of Police, Jeannette Lodge No. 24 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.

### **ARTICLE III: RATES OF PAY**

3.1 BASE RATES- The Base Rates of pay for the classifications of Patrolman, Sergeant, Lieutenant and Captain for those years designated therein are set forth in the pay rate schedule attached here to as Exhibit "A". The aforesaid Base Rates may be amended from time to time through collective bargaining or interest arbitration as the case may be.

3.2 LONGEVITY INCREMENTS-In addition to the base rates of pay referenced in Exhibit "A", each policeman *hired before January 1, 2006* shall receive a longevity increase of 1% per annum for each year of continuous service up to 20 years. *Any policeman hired after January 1, 2006, shall receive a longevity increase of 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 newly hired policemen shall begin at a base rate of 80% of the base rate for patrolmen during their first year of service, 85% of the base rate for patrolmen during their second year of service; 90% of the base rate for patrolmen during their third year of service; and 95% of the base rate for patrolmen during their fourth year of service. Beginning in the fifth year of service, each patrolman shall receive 100% of the base pay for patrolmen. After completing five (5) years of service a patrolman shall be entitled to a longevity increment of 5% and, following same, 1% per year for each year of continuous service thereafter up to a maximum of 20%, *except for policemen hired after January 1, 2006, who shall receive a maximum longevity increment of 12%.*

3.3 EFFECTIVE DATES OF INCREASES-All increases in base pay rates shall take effect on January 1 of each year. All longevity increases shall be effective on the anniversary date of the policeman's hire.

3.4 OVERTIME PAY-All overtime pay shall be paid at a rate of one and one-half 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 four (4) 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.

3.4.1. 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.

3.4.2. 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:

- a. Scheduled overtime shall first be offered 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 2<sup>nd</sup> and 3<sup>rd</sup> 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.

- b. Call outs will follow the same guidelines as section (a) 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 shift, an officer working daylight may be held over and an officer working a night turn may come out early).
- c. 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.

#### **ARTICLE IV: ADDITIONAL COMPENSATION**

4.1 HOLIDAYS-For each of the following designated holidays, each policeman shall receive one day's pay at their base rate plus longevity increment: New Year's Day, Good Friday, Easter Sunday, Memorial Day, School Picnic Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

4.1.1 HOLIDAY RATE-In the event a policeman works a holiday designated hereafter, in addition to receiving pay at the normal hourly rate for the holiday, such policeman shall be compensated for working such holiday at a rate of two (2) times the base rate plus longevity increment for such policeman.

4.1.2. Holiday Pay shall not be paid or available to any officer on extended sick leave of thirty (30) days or more at the time the holiday occurs. ***THIS DOES NOT APPLY TO WORK RELATED INJURIES.***

4.2 TIME FOR CERTAIN HOLIDAYS TO COMMENCE-For purposes of scheduling and compensation, Christmas Day and New Year's Day will be deemed to begin at the start of the 2<sup>nd</sup> shift on the Eve of the Holiday and continue through the calendar holiday.

4.3 COURT TIME-Time spent in off-duty appearances in Court shall be compensated at a rate of one and one-half times the base rate plus longevity increment for each policeman. Each policeman shall be guaranteed a minimum of one (1) hour compensation for appearances before a District Justice and two and one-half hours (2.5) for appearances in County Court proceedings.

4.4 SHIFT REPLACEMENT CALLOUTS-Time worked by an affected officer pursuant to a change in schedule made with less than 24 hours advance notice shall be compensated at a rate of one and one-half times the base rate plus longevity increment for such a policeman.

4.5 OFFICER IN CHARGE-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 patrolmen 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% 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.

#### **ARTICLE V: VACATIONS AND VACATION PAY**

5.1 PAID VACATIONS: Each policeman shall be entitled to a paid vacation pursuant to the vacation schedule attached hereto as Exhibit "B". A "Week's Vacation" is intended to be a full week running from Sunday to Saturday.

5.2 SCHEDULING: The policemen 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 week 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. 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 such officer provide not less than two (2) weeks notice of their intent to take same. In the event of an emergency, the Chief of Police, at his discretion may permit an officer to use a vacation day with less than two (2) weeks notice.

5.3 PAY RATE-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.

5.4 HOLIDAYS OCCURRING DURING VACATION-If any Holiday shall fall within a Policeman's vacation period, such Holiday shall not be considered as part of the vacation period. In such case, the officer may extend his vacation by one day at their "vacation pay" rate, or return to work on the first day scheduled back and be paid at a rate of time and one-half of their base rate plus longevity for that day.

5.5 AMOUNT OF VACATION: The amount of vacation for any eligible policeman shall be computed in accordance with his years of continuous service completed during the calendar year of the vacation schedule as attached hereto in Exhibit "B".

5.6 COURT TIME OCCURRING DURING VACATION – 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 day's vacation at a time to be approved by the Chief of Police.

#### **ARTICLE VI: OTHER COMPENSATION AND BENEFITS**

6.1 CLOTHING ALLOWANCE-Each policeman shall be paid an annual clothing allowance as follows:

- a. 2006 - \$600.00;
- b. 2007 - \$800.00; and
- c. 2008 - \$800.00.

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.

6.1.1. GLASSES. The City shall pay for the replacement of an Officer's glasses if they are broken in the line of duty.

6.2 BULLET PROOF VESTS-Each policeman shall be entitled to compensation for a bullet proof vest in an amount of \$700 every five (5) years.

6.3 LIFE INSURANCE-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 \$35,000.00 while in active service and a life-insurance policy having a death benefit of \$10,000.00 after the date of retirement.

6.4 POLICE PENSION-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.

6.5 MILITARY TIME BUY-BACK-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 1st, 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.

6.6 PERSONAL DAYS-Each policeman *hired before January 1, 2006* shall be entitled to six (6) personal days to be used at the discretion of each officer. \* *Each policeman hired after January 1, 2006 shall be entitled to four (4) personal days to be used at the discretion of each officer.* Personal days shall be compensated at the policeman's base rate of pay plus longevity increment increase. 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) men 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. No personal days shall be permitted on Christmas Eve, New Year's Eve or on Holidays.

6.7 BEREAVEMENT LEAVE-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. 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. 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 days following the policeman's regularly scheduled return to work.



6.8 HEALTH INSURANCE – In addition to the other benefits provided herein, the City Agrees to carry for the benefit of the employees 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 for the calendar year 2006.

6.8.1 SEARCH COMMITTEE - The FOP and the City shall form a Search Committee to consider alternate healthcare coverage and/or providers for 2007 and 2008. The Committee shall consist of the following:

- a. Two (2) members of the FOP designated by its membership;
- b. The City's Director of the Department of Accounts and Finance;
- c. The City Clerk; and
- d. Another representative of the City as designated by Council.

6.8.2 CHANGES IN PLANS AND COVERAGE - 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.

6.8.3. COVERAGE LEVELS – The City shall provide coverage to its employees with premium rates quoted for the following coverage levels:

- a. Individual Coverage;
- b. Employee and spouse;
- c. Employee and child(ren); and
- d. Family coverage

6.8.4 HEALTHCARE CONTRIBUTION – No officer shall be required to make a financial contribution to healthcare coverage for 2006. Any premium contribution deducted from an employee's wages during 2006 shall be reimbursed to the employee within thirty (30) days of the formal approval of this Agreement by the both parties hereto. Beginning January 1, 2007, each officer shall have deducted from their wages an amount equal to ten per cent (10%) of the monthly premium for their respective coverage as a contribution to the costs of such coverage. Beginning January 1, 2008, in the event the cost of the premium for Family coverage exceeds NINE HUNDRED DOLLARS (\$900.00) per month, each officer shall have deducted from their wages an amount equal

to twelve and one-half per cent (12.5%) of the monthly premium for their respective coverage as a contribution to the costs of such coverage. In the event the cost of Family Coverage beginning January 1, 2008 is LESS than NINE HUNDRED DOLLARS (\$900.00) per month, then each officer shall continue to have deducted from their wages an amount equal to ten per cent (10%) of the monthly premium for their respective coverage as a contribution to the costs of such coverage.

6.9 PRESCRIPTION REIMBURSEMENT - The City agrees to reimburse each employee of the Police Department for monies expended for medications or drugs which have been prescribed by a licensed physician in the amounts set forth in Sub-Paragraph (d) below. The City's obligation to reimburse for the aforesaid medicines and drugs shall be further limited as follows:

(a) The City shall reimburse the employee for medicines and drugs specifically prescribed for the employee himself, wife and children.

(b) The City will reimburse the employee only for drugs or medicines which are purchased pursuant to a prescription issued by a licensed physician.

(c) The City shall reimburse the employee for prescribed medicines or drugs upon the presentation of a receipt from the employee validating the employee's purchases. In order to be reimbursed the employees shall present their receipts between December 1st and 31st of each calendar year, and in no event later than the 31st day of the calendar year. (Revised 8/3/05)

(d) The City shall reimburse each employee up to \$200.00 for prescription medications in 2006. The City shall not reimburse any employee for prescription medications in 2007 or 2008.

6.9.1 HEALTHCARE BUY-OUT" OPTION – "The parties hereto do hereby agree that the City may offer a "buy-out" option to all Union and Non-Union employees within the City of Jeannette to pay such employees up to an additional \$300.00 per month (depending on the coverage selected by the employee) if any employee elects to waive coverage through the City's Healthcare Plan referenced above. In order to participate in this optional benefit, an employee must sign a written election form releasing the City from any obligation to provide coverage under its Healthcare Plan to such employee and submit evidence that such employee has secured Healthcare coverage through a separate source. Any employee who opts out of coverage under the City's Healthcare Plan under this Section may re-enroll in the City's Plan at any time thereafter, provided, however, that at such time of re-enrollment, the \$300.00 per month maximum buy-out benefit referenced above shall cease.

6.10 POST RETIREMENT HEALTH INSURANCE-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 (1) of the following three (3) options, to be elected by the Officer at the time of retirement:

OPTION I - CONTINUATION OF EXISTING COVERAGE – 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 not be required to make a contribution to the cost of such Plan, regardless of whether a contribution is imposed upon active employees at the time of retirement. **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. Further, 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 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 \$300.00 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.

OPTION II – HEALTH INSURANCE ESCROW FUND – The City shall establish an escrow fund for the retiring Officer containing \$30,000.00 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 \$20,000.00 for use by the Officer and \$10,000.00 for 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 healthcare costs incurred through the City Plan referenced in OPTION I 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.

OPTION III – LUMP SUM BUY-OUT – The City shall pay the retiring Officer the total sum of \$25,000.00 or, in the alternative, an amount equal to 25% 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 and 00/100 (\$12,500.00) 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 I, or to seek contributions for Healthcare coverage under OPTION II of the foregoing, and any other obligation of the City to provide Healthcare coverage, or contribute to same, shall cease.

#### 6.11 HEALTH INSURANCE FOR FAMILIES WHILE OFFICER

DISABLED-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 medical opinion.

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

6.13 TRAINING-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 policemen 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.

6.14 FAMILY MEDICAL LEAVE ACT-The City and FOP hereby adopt, incorporate and agree to the implementation and application of the City of Jeannette Family and Medical leave Act policy, a copy of which is attached here to as Exhibit "C".

## **ARTICLE VII: SICK LEAVE AND CONTINUING DUTIES WHILE INJURED**

**7.1 ENTITLEMENT TO SICK LEAVE FOR OFFICERS HIRED PRIOR TO JANUARY 1, 2006** - A sick leave is an absence caused by non-occupational illness or injury which renders the policeman unable to perform their 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 policeman shall receive sick leave pay equal to their 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 policeman in that week exceed days actually worked by that policeman. There shall be no sick leave payment for a week in which the policeman works the regular number of scheduled work days.

**7.1.1 ENTITLEMENT TO SICK LEAVE, DISABILITY AND SICK DAY BENEFITS** - For Officers hired AFTER January 1, 2006, the term "Sick Leave" shall be broken down into "Sick Leave Disability Benefits" and "Sick Days". "Sick Leave Disability" is an absence caused by non-occupational illness or injury which renders the policeman unable to perform their 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 policemen occurring during the course of their employment. A "Sick Day" is an absence caused by a non-occupational illness or injury which renders the policeman 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, a policeman shall receive sick day pay equal to their 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 a policeman in that week exceed days actually worked by that policeman. There shall be no sick leave payment for a week in which the policeman works the regular number of scheduled work days.

7.2 SICK LEAVE DURATION- **For Officers hired BEFORE January 1, 2006**, the duration of and entitlement to sick leave benefits in any calendar year shall depend on the years of service completed by the policeman in that year and shall be calculated in accordance with the following schedule:

<u>Years of Service Completed</u> <u>In Calendar year</u>	<u>Number of Months</u> <u>Sick Leave Entitlement</u>
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 years and each year after	12 Months

7.2.1 SICK DAYS - **All policemen hired AFTER January 1, 2006**, shall be allowed sick days with pay, as follows:

- a. 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;
- b. 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;
- c. All those in the employ of the City with over three (3) years of service shall receive fifteen (15) sick days per annum, at full pay.

7.2.1 – A. ACCUMULATION OF SICK DAYS – **For Officers hired AFTER January 1, 2006**, sick days with full pay may be accumulated up to 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.

7.2.1 – B. SICK LEAVE DISABILITY - **Any officer hired AFTER January 1, 2006** 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 7.2 above shall be entitled to an extended Sick Leave Disability Benefit at a rate of two-thirds of their base plus longevity pay for a period of twenty-five (25) working days (five (5) work weeks). Before such officer may be entitled to Sick Leave Disability Benefits they must exhaust all accumulated sick days, vacation days and personal days available to the officer. In the event a non-occupational illness or injury continuously prevents such officer from performing their 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.

7.3 EXHAUSTION AND RENEWAL OF SICK LEAVE BENEFITS- *Any employee hired BEFORE January 1, 2006*, whose continuous service in the calendar year of sick leave absence is less than 12 years, and who consumes all of the sick leave entitlement for that year shall be entitled to the full sick leave entitlement applicable to the following year if they return to work before or after the end of the calendar year and are at work during the following year. There shall be no accumulation of unused sick leave entitlement from year to year. If an absence continues uninterrupted from one year into the next and the amount consumed as of December 31st is less than the entitlement for the initial year of absence, the entitlement shall not be exhausted until the duration of the absence equals the entitlement applicable to the initial year of absence. The policeman shall not be able to continue any part of the entitlement applicable to the second or any ensuing year until such policeman has returned to active duty.

7.3.1 EXHAUSTION AND RENEWAL OF SICK LEAVE DISABILITY AND SICK DAY BENEFITS-**An employee hired AFTER January 1, 2006**, whose non-occupational illness consumes all of their Sick Day and/or Sick Leave Disability entitlement for any year shall not be entitled to Sick Day 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. 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 policeman shall not be able to continue any part of the entitlement applicable to the second or any ensuing year until such policeman has returned to active duty and remained continuously at work for a period of thirty (30) days without illness.

7.4 PHYSICIAN'S CERTIFICATION - 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.

7.4.1 VALIDATION – Other than provided in Paragraph 7.4 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:

- a. The nature of the condition of the non-occupational illness or injury giving rise to the absence;
- b. 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
- c. The duration for which the illness and resulting disability is expected to last.

The City shall provide a Certification Form to each officer for completion by the Officer's physician and return to the City; the form of this Certification Form is attached hereto. 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.

7.4.2. RELEASES AND INDEPENDENT MEDICAL EXAMS – 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. 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. 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.

7.4.3 SUSPENSION OF BENEFITS. Any Officer who fails to provide the proper Certifications of Disability referenced in paragraphs 7.4 and 7.4.2 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.

7.4.4 RETURN TO WORK. When a policeman asks to return following a sick leave absence, the City may require certification as to their fitness. Certification may in any case be by the policeman'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:

- a. Return such officer to the continuing receipt of sick leave benefits; or
- b. 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.
- c. 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.

- d. 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.

7.5 MITIGATION-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.

7.6 SICK LEAVE BUY-BACK-**Upon normal retirement, an employee hired BEFORE January 1, 2006**, will be paid for accumulated sick leave at the rate of \$10 per day, up to a maximum of 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 \$600.00.

7.6.1 SICK DAY BUY-BACK UPON RETIREMENT – **In the event of the death of an employee hired AFTER January 1, 2006** 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 \$50.00 per day up to a maximum of 125 days (i.e. 25 work weeks). Upon the date of retirement, an employee hired AFTER January 1, 2006 shall be paid for unused accumulated sick leave standing to the credit of such employee at a rate of \$50.00 per day up to a maximum of 125 days (i.e. 25 weeks).

## **ARTICLE VIII: RETENTION OF MANAGERIAL RIGHTS**

8.1 FURLOUGHS - The City hereby agrees that any furloughed officer who is not recalled to work within one (1) year of the date of layoff shall be paid a lump sum of \$2,500.00.

8.2 POLICE OFFICERS' BILL OF RIGHTS – The parties hereby agree that each shall follow the Police Officers' Bill of Rights, attached hereto as Exhibit "D" in all matters affected thereby.

8.2.1 RIGHT TO DISCIPLINE-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.

8.3 RESIDENCY-The parties hereto do hereby acknowledge that each policeman employed by the City shall be a resident within the jurisdictional limits of the City at all times during the course of their employment. In the event a newly hired policeman is not a resident of the City, they shall take up such residency within six (6) months following the completion of their probationary period. The failure of any policeman to reside within the City as required by this paragraph shall subject such policeman to immediate discharge. In the event the Commonwealth of Pennsylvania passes legislation that precludes the City from requiring a policeman to reside within the jurisdictional limits of the City, or in the event a Court of competent jurisdiction strikes down the City's right to require residency, then the parties hereto do hereby agree that this paragraph shall not be enforced against the policemen during the remaining term of this Agreement, and the parties hereto do hereby agree to open this agreement to negotiate and/or arbitrate, as the case may be, a residency requirement consistent with such legislation or decision.

8.4 RIGHT TO MANAGE-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 policeman 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**

9.1 COVERAGE – The City, at its expense, shall carry Police and Public Official Liability Coverage to insure and defend each 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.

9.2 CRIMINAL OFFENSES – The City shall not be obligated to provide coverage for or defend an officer in any criminal proceedings 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.

9.3 CLAIMS AND RIGHTS TO DISCIPLINE – 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**

10.1 GRIEVANCE-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 City of Jeannette Police Department,

10.2 NO STRIKING-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.

10.3 GRIEVANCE COMMITTEE-The regular police shall designate to the mayor a grievance committee composed of not more than three (3) regular policeman, one of whom shall be designated as chairman.

10.4 WRITTEN GRIEVANCES-Any regular policeman having a grievance shall first discuss the grievance with the mayor. If after such discussion satisfaction is not received, he 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:

(A) The written grievance shall be given to the mayor, with a copy to the Chief of Police and City Clerk, within fifteen (15) days from the occurrence of the grievance and the same shall be considered in a meeting within seven (7) days thereafter by the mayor and chairman of the grievance committee and the aggrieved policeman and/or policemen. 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, he 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 strikes of 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 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.

10.5 GRIEVANCE BY CITY-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.

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10.6 EXTENSIONS OF TIME-An extension of time in each step shall be only at the mutual consent of the city and the police representatives.

10.7 INTEREST ARBITRATION-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.

10.8 STANDING PANEL OF ARBITRATORS – The foregoing provisions of this Agreement notwithstanding, in order to reduce costs and expedite proceedings, the City and FOP may, by mutual agreement, establish a standing panel of Arbitrators to hear any grievance conducted hereafter. The City and FOP shall establish the method for selecting arbitrators from such standing panel at the time it is created.

## **ARTICLE XI: MISCELLANEOUS**

11.1 OUTSIDE DUTY-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 officers shall be paid in accordance with this Collective Bargaining Agreement. The Chief of Police of the City of Jeannette shall determine the number of men 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.

THIS AGREEMENT IS APPROVED BY THE PARTIES HERETO AS FOLLOWS:

BY THE FRATERNAL ORDER OF POLICE, JEANNETTE LODGE #24 AT A RATIFICATION MEETING HELD APRIL \_\_\_\_\_, 2006.

ATTEST:

BY:

\_\_\_\_\_  
Donald Johnston, Secretary

\_\_\_\_\_  
Richard O'Neal, President

BY THE COUNCIL OF THE CITY OF JEANNETTE AT A PUBLIC MEETING HELD APRIL \_\_\_\_\_, 2006.

ATTEST:

BY:

\_\_\_\_\_  
Ron E. Dinsmore, City Clerk

\_\_\_\_\_  
Michael Cafasso, Mayor and  
President of Council

**JEANNETTE FOP COLLECTIVE BARGAINING AGREEMENT  
JANUARY 1, 2006 THROUGH DECEMBER 31, 2008**

**BASE RATES OF PAY BY RANK**

<b>RANK</b>	<b>BASE RATE</b>	<b>BASE RATE</b>	<b>BASE RATE</b>
	<b>2006</b>	<b>2007</b>	<b>2008</b>
	<b><u>0% RAISE</u></b>	<b><u>3% RAISE</u></b>	<b><u>3% RAISE</u></b>
<b>PATROLMAN</b>	\$47,862.13	\$49,298.00	\$50,776.94
<b>SARGEANT</b>	\$49,298.13	\$50,777.07	\$52,300.38
<b>LIEUTENANT</b>	\$50,775.88	\$52,299.16	\$53,868.14
<b>CAPTAIN</b>	\$52,299.16	\$53,868.13	\$55,484.18
<b>CHIEF</b>	\$54,937.20	\$56,585.32	\$58,282.88

**EXHIBIT "A"**

**JEANNETTE FOP COLLECTIVE BARGAINING AGREEMENT  
JANUARY 1, 2006 THROUGH DECEMBER 31, 2008**

**VACATION SCHEDULE FOR ACTIVE POLICEMEN  
HIRED PRIOR TO JANUARY 1, 2006**

<u>YEARS OF SERVICE COMPLETED IN CALENDAR YEAR</u>	<u>VACATION EARNED</u>
ONE THROUGH FOUR YEARS	TWO WEEKS
FIVE THROUGH NINE YEARS	THREE WEEKS
TEN THROUGH FOURTEEN YEARS	FOUR WEEKS
FIFTEEN THROUGH NINETEEN YEARS	FIVE WEEKS
TWENTY YEARS AND OVER	SIX WEEKS

**VACATION SCHEDULE FOR ACTIVE POLICEMEN  
HIRED AFTER JANUARY 1, 2006**

<u>YEARS OF SERVICE COMPLETED IN CALENDAR YEAR</u>	<u>VACATION EARNED</u>
ONE TO TWO YEARS	1 – WEEK
TWO THROUGH FOUR YEARS	2 –WEEKS
FIVE THROUGH NINE YEARS	3-WEEKS
TEN THROUGH FIFTEEN YEARS	4-WEEKS
FIFTEEN YEARS AND OVER	5-WEEKS

**EXHIBIT “B”**



**EXHIBIT "C"**

**(Insert Family Medical Leave Act Policy)**

## JEANNETTE FOP 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 an initial suspension, or any suspension greater than four (4) days will proceed through the arbitration process.

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. The City of Jeannette, upon adoption of this agreement, shall purge all officer's personnel files of any and all disciplinary actions that occurred prior to this agreement, in accordance with the following subsection.

b. Any future disciplinary actions shall remain in an officer's file as follows. Twelve (12) months for written reprimands, and twenty-four (24) months for suspensions.

c. In the event of subsequent disciplinary actions all infractions will remain in the files until the most recent action has expired.

d. All written reprimands recorded within twelve (12) months of this Agreement's entry and suspensions recorded within twenty-four (24) months, shall not be purged, but shall remain in the officer's file subject to paragraph (b) and (c) above.