

**JEANNETTE POLICE OFFICER'S BENEFIT ASSOCIATIONS'  
CONSOLIDATION COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT, made this 11<sup>th</sup> day of September, 2013, by and 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 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 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, 2012; 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. TERMS** - This Agreement shall be for a period of four year(s), beginning retroactive to January 1, 2013, and ending December 31, 2016.

## ARTICLE II SCOPE OF AGREEMENT

**2.1. MEANING OF POLICEMEN** - The term "Policemen" 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 Captain Lieutenant, a Lieutenant, and Sergeants. 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 4.5 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 seventy (70%) percent of the total grade.

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/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 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.

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:

1. Sergeant Keith Rosky;
2. Sergeant Jose Gonzales; and
3. Sergeant Donald Johnston.

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.

Upon adoption of this agreement, The City shall fill the vacant slot of Captain/Lieutenant in order to establish a clear chain of command.

**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 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.

**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 one (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 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 newly hired 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 of twenty (20%) percent, except for Policemen hired after January 1, 2006, who shall receive a maximum longevity increment of twelve (12%) percent.

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

4.2. **COURT TIME** - 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 District Justice, and four (4) hours for all court appearances other than at the local District Justice.

4.3. **SHIFT REPLACEMENT CALLOUTS** - 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.

**4.4 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 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.

## 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 "weeks' vacation" is intended to be a full week running from Sunday to Saturday.

**5.2. SCHEDULING** - 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.

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.

**5.3. 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. 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".

**5.5. 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 days' 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 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.

**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** - 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.

**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 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.

**6.4. 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 1<sup>st</sup>, 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. DEFERRED RETIREMENT OPTION PROGRAM** - Creation of a D.R.O.P., a copy of which is attached hereto as Exhibit "E".

**6.7. 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) 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.

**6.8. 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 day following the Policeman's regularly scheduled return to work.

**6.9. 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.

**6.9.1. SEARCH COMMITTEE** - The JPOBA and the City shall form a Search Committee to consider alternate healthcare coverage. The Committee shall consist of the following:

- a. Two (2) members of the JPOBA 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.

**6.9.2. 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.

**6.9.3. 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.

**6.9.4. HEALTHCARE CONTRIBUTION** - Beginning January 1, 2013, each Officer shall have deducted from their wages an amount equal to ten percent (10%) of the monthly premium, plus fifty (50%) percent of the premium increase from the previous year, but no more than Thirty-Five (\$35.00) Dollars per month higher than the 2012 premium rates. The fifty (50%) percent contribution shall expire at the end of this Agreement and revert to a ten (10%) percent premium contribution.

**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 of the following three options, to be elected by the Officer at the time of retirement:

**OPTION 1: 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. (See 6.12.)



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.

**OPTION II: HEALTH INSURANCE ESCROW FUND** - 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 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 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 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.

**6.12. EFFECTIVE JANUARY 1, 2013,** For any Officer that retires after 1 January, 2013, there shall be a post-retirement health care contribution equal to what active employee's pay.

**6.13. 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 a medical opinion.

**6.14. INSURANCE CARRIERS** - The City shall have the right to change carriers or plans, so long as the plans and benefits are equal to or better than the current plan. The City shall be entitled to self-insure aspects of coverage to maintain "equal to or better coverage".

Should the City wish to change carriers or plans subject to the foregoing, it shall notify the Union at least ninety (90) days in advance of the same, and provide the Union with all relevant information, including participating provider networks and coverage details. Should the Union not agree that the plan identified meets the standards herein, the issue shall be submitted to a neutral arbitrator chosen in accordance with the voluntary rules of labor arbitration to determine whether the proposed plan meets the standards set forth herein. In the event that the Union, and/or the neutral arbitrator agree that the proposed plan meets the standards herein, the City may make the proposed change, with any modifications identified as necessary to meet the standard.

**6.15. 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, 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.

**6.16. 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 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.

**6.17. FAMILY MEDICAL LEAVE ACT** - 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, a copy of which is attached hereto 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 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.

**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 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.

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.

**7.2. 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 Police Officer in that year and shall be calculated in accordance with the following schedule:

Years of Service Completed In Calendar Year	Number of Month 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 years +	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 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 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.

**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 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.

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.

**7.3. 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 twelve (12) years, and who consumes all of the sick leave entitlement for that year shall be entitled to the full sick leave entitlement application to the following year if they return to work before or after the end of the calendar year and are working 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 31<sup>st</sup> 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 application to the second, or any ensuing year, until such Policeman has returned to active duty.

**7.3.1. EXHAUSTING 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 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.

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 31<sup>st</sup> 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.



**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 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:

- 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 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.

**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 Fifty (\$50.00) Dollars per day up to a maximum of one hundred twenty-five (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 fifty (\$50.00) Dollars per day up to a maximum of one hundred twenty-five (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 Two Thousand Five Hundred (\$2,500.00) Dollars.

**8.2. POLICE OFFICERS' BILL OF RIGHTS** - The parties hereby agree that each Policeman 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, the said Police Officer shall take up such residency within six (6) months following the completion of his probationary period. The failure of any Policeman to reside within the City as required by this paragraph shall subject such Policeman to immediate discharge.

Effective January 1, 2013, Officer's with five (5) or more years of service may reside outside of the City, provided they have deducted 1.0% of their total salary upon establishing outside residency.

**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 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

**9.1. COVERAGE** - 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.

**9.2. CRIMINAL OFFENSES** - The City shall not be obligated to provide coverage for or defend an Police 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 exiting Collective Bargaining Agreement, and/or the attached Bill of Rights, between the City of Jeannette and the Jeannette Police Officer Benefit Association.

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.

10.2. **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 Policemen, one of whom shall be designated as Chairman.

10.4. **WRITTEN GRIEVANCE** - 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 as 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, 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.

**10.5. 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.

**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 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

**11.1.** The City shall have the right to hire and assign police duties to part-time police officers subject to the following provisions:

- a. No part-time Police Officer shall work in excess of thirty (30) hours per week;

- b. 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;
- c. 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;
- d. The City shall maintain a minimum of twelve (12) full-time Officers.

**ARTICLE XII  
MISCELLANEOUS**

**12.1. 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 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.

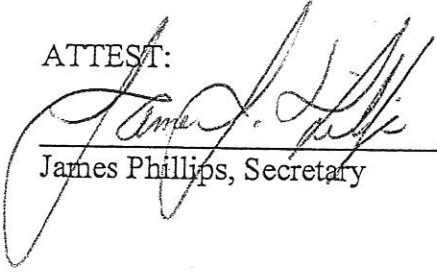
**ARTICLE XIII  
"AS IS" CLAUSE**

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 at a ratification meeting held Sept, 14 2013.

ATTEST:

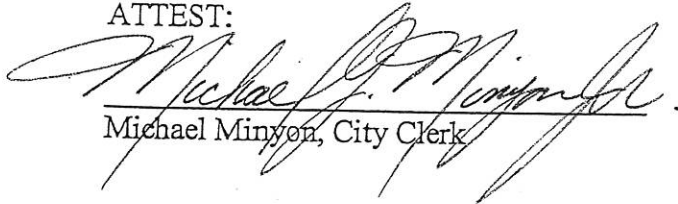
  
\_\_\_\_\_  
James Phillips, Secretary

BY:

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

BY THE COUNCIL OF THE CITY OF JEANNETTE AT A PUBLIC MEETING HELD  
September, 11, 2013.

ATTEST:

  
Michael Minyon, City Clerk

BY:

  
Robert Carter, Mayor

EXHIBIT "A"

JEANNETTE POLICE OFFICERS BENEFIT ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

BASE RATES OF PAY BY RANK

	2013 0%	2014 1%	2015 2%	2016 3%
Patrolman	\$58,407	\$58,991	\$60,171	\$61,976
Sergeant	\$60,159	\$60,761	\$61,976	\$63,835
Lieutenant	\$61,963	\$62,582	\$63,834	\$65,749
Captain	\$63,822	\$64,460	\$65,749	\$67,721

Chief            \$67,041        \$67,711        \$69,065        \$71,137

EXHIBIT "B"

JEANNETTE POLICE OFFICERS BENEFIT ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

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

YEARS OF SERVICE COMPLETED IN CALENDAR YEAR	VACATION EARNED
ONE THROUGH FOUR YEARS	TWO WEEKS
FIVE THROUGH NINE YEARS	THREE WEEKS
TEN THROUGH FOURTEEN YEARS	FOUR WEEKS

FIFTEEN THROUGH NINETEEN YEARS  
TWENTY YEARS AND OVER

FIVE WEEKS  
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	ONE WEEK
TWO THROUGH FOUR YEARS	TWO WEEKS
FIVE THROUGH NINE YEARS	THREE WEEKS
TEN THROUGH FIFTEEN YEARS	FOUR WEEKS
FIFTEEN YEARS AND OVER	FIVE WEEKS

EXHIBIT "C"

INSERT FAMILY MEDICAL LEAVE ACT POLICY



EXHIBIT "D"

POLICE OFFICER'S 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. The City of Jeannette, upon adoption of this Agreement, shall purge all Officers personnel files, if 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 paragraphs (b) and (c) above.
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.

## 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 JPOBA.

#### 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.

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.

#### 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 JPOBA 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.

### 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.

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.

#### 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.

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)