

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE CITY OF SCRANTON**

**And**

**FRATERNAL ORDER OF POLICE  
E.B. JERMYN LODGE NO. 2**

**EFFECTIVE DATE:**

**January 1, 1996 – December 31, 2002**

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## **ARTICLE I RECOGNITION**

**Section 1.** The City hereby recognizes the Fraternal Order of Police, E.B. Jermyn Lodge No. 2 as the sole and exclusive representative of the employees of the Bureau of Police employed by the City of Scranton.

### **Section 2. Strategic Implementation Term**

A. In order to continue the parties' joint efforts to professionalize the Police Department, the parties recognize the need to restructure the Department. To that end, the PEL Recovery Plan provides a broad plan for that restructuring that the parties realize may be refined or modified in order to accomplish that restructuring in a manner that balances the interest of the City's fiscal needs, the safety of the City's citizenry, the effective operation of the Department and the interests, rights and safety of the police officers and FOP.

B. To accomplish that restructuring, a Strategic Implementation Team shall be formed within fourteen (14) days of the effective date of this Agreement. The Strategic Implementation Team shall be chaired by the Recovery Plan Coordinator and will be comprised of the Coordinator, the Superintendent of Police, two designees of the City and three (3) members selected by the FOP. Attorneys for the parties shall be ex officio members. If scheduled to work, FOP designees will be permitted to attend meetings and perform reasonable Committee functions directly related to the Committee as authorized by the committee on a uniform, nondiscriminatory basis, which authorization shall not be unreasonably withheld, on city time with no adjustment of schedule.

C. The Strategic Implementation Team shall develop an implementation plan and timetable within six (6) months of convening, which shall be subject to the approval of the Plan Coordinator, the City of Scranton and the FOP.

D. Once approved by all three parties, the terms shall be binding on all three parties. If any party does not approve the implementation plan, the matter shall be submitted for resolution by binding arbitration in accordance with the provisions of this Agreement. Pending the results of such arbitration,

no effort shall be made to implement any portion of the plan.

E. The parties recognize and agree that the implementation plan may positively or negatively affect the seniority rights of the bargaining unit as to require rebidding of some or all positions in accordance with the Plan.

F. The parties' Strategic Implementation Committee agreement of November 18, 1994 shall be amended in the form attached hereto.

**Section 3. Pension Board.** The representatives of the active and retired Police Officers on the Pension board and the Joint Pension Board shall be selected and shall serve in accordance with the procedures to be determined by the FOP.

## ARTICLE II

### WAGES

#### Section 1. Base Wage with Rank Differential

The base wage of the members of the bargaining unit shall be as follows:

| Rank                                | 01-Jan-96<br>0.00% | 01-Jan-97<br>3.00% | 01-Jan-98<br>3.30% | 01-Jan-99<br>3.75% | 01-Jan-00<br>3.85% | 01-Jan-01<br>3.90% | 01-Jan-02<br>3.90% |
|-------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Chief                               | \$37,860.50        | \$38,996.32        | \$40,283.19        | \$41,793.81        | \$43,402.87        | \$45,095.59        | \$46,854.31        |
| Deputy Chief                        | \$36,288.03        | \$37,376.67        | \$38,610.10        | \$40,057.98        | \$41,600.21        | \$43,322.62        | \$44,908.30        |
| Detective Captain                   | \$35,866.62        | \$36,942.62        | \$38,161.73        | \$39,592.79        | \$41,117.11        | \$42,720.68        | \$44,368.79        |
| Captain                             | \$35,232.51        | \$36,289.49        | \$37,487.04        | \$38,892.80        | \$40,390.18        | \$41,965.39        | \$43,602.04        |
| Training Officer                    | \$35,232.51        | \$36,289.49        | \$37,487.04        | \$38,892.80        | \$40,390.18        | \$41,965.39        | \$43,602.04        |
| Detective Lieutenant                | \$34,624.12        | \$35,662.84        | \$36,839.72        | \$38,221.21        | \$39,692.72        | \$41,240.74        | \$42,849.13        |
| Lieutenant                          | \$34,311.35        | \$35,340.69        | \$36,506.93        | \$37,875.94        | \$39,334.17        | \$40,868.20        | \$42,462.06        |
| Lieutenant □ Info Sys               | \$34,311.35        | \$35,340.69        | \$36,506.93        | \$37,875.94        | \$39,334.17        | \$40,868.20        | \$42,462.06        |
| Detective Sergeant                  | \$34,081.03        | \$35,103.46        | \$36,261.88        | \$37,621.70        | \$39,070.13        | \$40,593.87        | \$42,177.03        |
| Arson Investigator                  | \$33,696.99        | \$34,707.90        | \$35,853.26        | \$37,197.76        | \$38,629.87        | \$40,136.44        | \$41,701.76        |
| Detective                           | \$33,593.71        | \$34,601.52        | \$35,743.37        | \$37,083.75        | \$38,511.47        | \$40,013.42        | \$41,573.94        |
| Sergeant                            | \$33,593.71        | \$34,601.52        | \$35,743.37        | \$37,083.75        | \$38,511.47        | \$40,013.42        | \$41,573.94        |
| Juvenile Officer                    | \$32,862.12        | \$33,847.98        | \$34,964.97        | \$36,276.15        | \$37,672.79        | \$39,142.02        | \$40,668.56        |
| Corporal                            | \$32,496.71        | \$33,471.61        | \$34,576.17        | \$35,872.78        | \$37,253.88        | \$38,706.78        | \$40,216.35        |
| Patrol Officer 2 <sup>nd</sup> Year | \$32,329.77        | \$33,299.66        | \$34,398.55        | \$35,688.50        | \$37,062.50        | \$38,507.94        | \$40,009.75        |

The increase in base wage represented by the wage increases provided by this Agreement that are effective as of January 1, 1997, January 1, 1998 and January 1, 1999 shall first be included in the

regular bi-weekly pay of the bargaining unit next following the mutual ratification of this Agreement.

The retroactive wages occasioned by the January 1, 1997, January 1, 1998 and January 1, 1999 wage increases, and resultant impact upon base hourly rate, that are thus accrued until the mutual ratification of the Agreement shall be paid to the affected bargaining unit members, or, if appropriate, the retired bargaining unit members or their estates, in equal parts on the first pay day next following:

1. January 31, 2000
2. May 31, 2000
3. January 31, 2001

## **Section 2. Acting Pay**

A Police Officer working at a higher rank to cover an absence for any reason contemplated to be of thirty days or more on the part of the higher ranked officer shall be paid at the rate of the higher rank if acting for a complete regular shift or longer.

## **Section 3. Police Officers Hired After January 1, 1990**

A. Effective January 1, 1993, any police officer first employed on or after January 1, 1990 shall be paid compensated in the following manner:

- (1). 80% of a 2<sup>nd</sup> Year Police Officer's base wage rate during the first year of employment, and
- (2). 100% of a 2<sup>nd</sup> Year Police Officer's base wage rate as of the first day of the second year of employment.

B. All current members of the bargaining unit who were first employed on or after January 1, 1990 shall receive a base wage adjustment as of January 1, 1993 in accordance with the above, i.e. to the extent that they are still in the first year of their employment as of the date on which this Agreement is ratified, they shall receive 80%; to the extent that they have been employed one year or more on or after January 1, 1993; they shall receive 100% of the police officer's base as of January 1, 1993. This section shall not be construed to require a pay adjustment for time worked prior to January 1, 1993.

C. This provision shall apply only to bargaining unit members who are appointed as regular full-time members of the bargaining unit on or after January 1, 1990. Regular full-time employment shall not include provisional employment. [Regular full-time] employment shall include,

however, any current bargaining unit member who has eligible to take the civil service examination for the position of regular Patrol Officer administered by the Civil Service Commission in 1989 and who was employed as a Police Officer on a full-time basis for at least five (5) years prior thereto.

### **ARTICLE III OVERTIME PAY**

**Section 1.** Overtime after 40 hours at the rate of time and one half the base rate of pay shall be paid to all ranks.

**Section 2.** One hour's overtime at the rate of time and one half shall be paid when at least thirty (30) minutes of extra work is completed. If under thirty (30) minutes of extra work is performed, no extra compensation shall be due or owing.

**Section 3.** Longevity shall be included in the computation of overtime.

**Section 4.** In the event that any bargaining unit member is required to work in a TC day by the Superintendent of Police or his designee, he/she shall be compensated at time and one half (1 1/2) of that as well as an additional TC day that he shall select in the future.

**Section 5.** In lieu of cash overtime otherwise provided here, a bargaining unit member may elect to accept compensatory time if and only if the City strictly adheres to the following:

- A. The election may be made with respect to each instance of overtime; and
- B. The election will be made on a mutually-acceptable form for each such instance, which form will be maintained by the Department for inspection and copying by the FOP.
- C. The bargaining unit member will receive one and half hour of compensatory time when at least thirty (30) minutes of extra work is completed. If under thirty (30) minutes of extra work is performed, no extra compensation shall be due or owing. After the first half-hour, the employee will receive compensatory time at one and one-half times the minutes of overtime worked.



- D. No pressure or influence of any nature shall be applied to any bargaining unit member to elect compensatory time rather than cash in payment for overtime.
- E. No bargaining unit member shall be discriminated against in any fashion for his/her refusal to accept compensatory time in lieu for cash overtime.
- F. The City shall maintain detailed records of all compensatory time accrued by bargaining unit members and shall make those records available to the FOP for inspection upon request.
- G. A bargaining unit member shall be permitted to utilize accrued compensatory time at is or her convenience, provided that such use does not unduly disrupt the operation of the Division to which said bargaining unit member is assigned.
- H. While every effort will be made to permit a bargaining unit member to utilize accrued compensatory time at a time agreeable to the bargaining unit member, no bargaining unit member will be required to utilize more than 20% of his or her existing accrual at any one time.
- I. In the event that a bargaining unit member is unable to utilize his/her accrued compensatory time prior to the end of the calendar year, the bargaining unit member may elect to be paid for all or a part of the accrued compensatory time in cash in the first paycheck of the following calendar year.

## **ARTICLE IV**

### **LONGEVITY**

**Section 1.** In addition to base salary to Article II, Section 3(B), all Officers shall receive longevity pay as follows:

| <b>Number of Years</b> | <b>% of Annual Base Salary</b> |
|------------------------|--------------------------------|
| 2-3                    | 2                              |
| 4-5                    | 3                              |
| 6-7                    | 4                              |
| 8-9                    | 5                              |
| 10-11                  | 6                              |
| 12-13                  | 7                              |
| 14-15                  | 8                              |

|       |    |
|-------|----|
| 16-17 | 9  |
| 18-19 | 10 |
| 20-21 | 11 |
| 22-23 | 12 |
| 24-25 | 13 |
| 26-27 | 14 |
| 28-29 | 15 |
| 30    | 16 |

**Section 2.** Effective January 1, 1993 and for the duration of this Agreement there shall be a maximum longevity payment of 10% for any bargaining unit employee who currently receives 10% or less. To the extent that a member of the bargaining unit was receiving as of January 1, 1993 in excess of 10%, that individual shall be frozen at the current percentage level.

## **ARTICLE V**

### **SEVERANCE PAY**

**Section 1.** Each bargaining unit member who retires on the basis of longevity of service and age shall receive a one time benefit equal to one (1) month's pay for 25 to 29 years of service in the Police Department, two months pay for those hired prior to January 1, 1964 and 1 ½ month's pay for 30 or more years service in the Police Department by those hired after January 1, 1964. Bargaining unit members who retire on disability after having completed twenty-five (25) or more years of service in the Police Department shall be eligible for this benefit.

**Section 2.** In addition to the foregoing, the City shall pay a one time retirement bonus to those members of the bargaining unit who elect to retire under the following schedule:

| <b><u>Retirement Date</u></b>   |          |
|---------------------------------|----------|
| Within 120 day of ratification  | \$10,000 |
| Within 150 days of ratification | \$7,500  |
| Within 180 days of ratification | \$5,000  |

**Section 3.** Police Officers who retire on disability pay shall not be eligible for this benefit.

## **ARTICLE VI BEREAVEMENT PAY**

**Section 1.** Each employee shall be permitted to be absent with pay for the scheduled work shifts during four (4) consecutive days including the date of the funeral of said employee's wife, husband, child, mother, father, sister, brother, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchildren.

## **ARTICLE VII PAID HOLIDAYS**

**Section 1.** Each employee shall be entitled to thirteen (13) paid holidays and two (2) personal leave days per year. Effective January 1, 1991 Martin Luther King Day shall be added as an additional paid holiday.

**Section 2.** The employee shall request the personal leave day at least one (1) shift prior to the date of its intended use. Such leave request shall not be unreasonably denied.

## **ARTICLE VIII VACATION**

**Section 1.** Each member of the bargaining unit shall be entitled to take vacation in accordance with the following schedule:

|                       |         |
|-----------------------|---------|
| 1-10 years inclusive  | 3 weeks |
| 11-20 years inclusive | 4 weeks |
| over 20 years         | 5 weeks |

Effective January 1, 1994 and for the duration of this Agreement, the fifth week of vacation for Bargaining unit employees with twenty or more years of service shall be deleted

**Section 2.** Vacation may be selected and be taken at any time throughout the entire year, subject to Captain's approval.

**Section 3.** The Police Officers shall select their vacation period according to seniority and each item the Officers select their period, they shall select two (2) weeks of their vacations. Entitled Officers will rebid according to seniority for additional vacation allowances.

**Section 4.** The parties are in agreement what all bidding procedures will occur in November and December and results of all bidding will become effective on January 1.

**Section 5.** Military leave taken by a Police Officer shall not be subtracted from the Police Officer's regular vacation time. The said Military leave shall be limited to two (2) weeks per year.

## **ARTICLE IX EDUCATIONAL PAY**

**Section 1.** Each Police Officer who has completed, or will complete, the requirements for an Associated Degree (60 college credits) shall receive an additional one percent (1%) of the Police's regular base pay for that year.

**Section 2.** Each Police Officer who has been awarded a College Degree or who earns one during the course of this contract shall receive an additional two percent (2%) of the Police Officer's regular base pay.

**Section 3.** Effective January 1, 1991, the education pay reflected above shall be increased as follows:

- a.) Associate's Degree 1.5%
- b.) College Degree 2.5%
- c.) 3.25% for each Police Officer who has been awarded a Masters Degree or who earns one during the course of this contract.

## **ARTICLE X**

### **SICK LEAVE**

**Section 1.** Except as specifically provided herein, current members of the bargaining unit as of December 31, 1989 shall continue to enjoy the sick leave policy in effect as of December 31, 1989.

**Section 2.** The following sick leave shall apply only to individuals who became member of the bargaining unit on or after January 1, 1990.

- a) Full-time employees shall be allowed 1.5 days of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is in active pay status for ten (10) or more working days. Employees shall be eligible to take such leave after thirty (30) days service with the Employer.
- b) Employees shall earn sick leave from their date of hire and may accumulate sick leave to a maximum of two hundred and forty (240) days.
- c) When an employee, who was first employed in the bargaining unit on or after January 1, 1990, retires or dies while employed by the City, the City shall reimburse the employee (or his/her beneficiary):

**For unused sick days accrued prior to January 1, 1993** – 50% of all sick leave accrued between January 1, 1990 to December 31, 1992 at the hourly rate of pay then prevailing.

**For unused sick days accrued on or after January 1, 1993** □25% of all sick leave accrued on or after January 1, 1993 at the hourly rate of pay then prevailing.

- d) A doctor's certificate is required for an absence from work due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, a doctor's certificate may be required where the Employer has reason to believe that the employee is abusing his/her sick privileges.
- e) Where sickness in the immediate family requires the employee's absence from work employees may use not more than five (5) days of such sick leave entitlement in each

calendar year for that purpose. Immediate family is defined as the following persons residing in the employee's household: husband, wife, child or parent of the employee. The Employer may require proof of such family sickness in accordance with Section (d) above.

- f) Sick leave usage shall be charged first against current year accrual before any change is made against unused sick leave that had been accrued in prior years and then against that accrued in the most recent year or years.

**Section 3.** Within thirty (30) days of the ratification of the January 1, 1990 collective bargaining agreement, current bargaining unit members, who would otherwise be covered by Section 1 herein, shall be given the option to make a one-time irrevocable written election to be covered by the sick leave program described in paragraph 2 above as of January 1, 1990. If they should thus elect, they will commence accruing sick leave as of January 1, 1990 without regard to prior service. The election shall be made on a form mutually approved by the parties herein.

**Section 4.** The sick leave program herein shall be administered in a fair and equitable manner in accordance with reasonable written directives not in violation of the Agreement.

**Section 5.** The City shall grant a maternity leave of twelve weeks of paid leave with benefits to any eligible bargaining unit member who so requests. The leave shall commence from the date that the bargaining unit member delivers her child.

## **ARTICLE XI**

### **FRATERNAL ORDER OF POLICE**

**Section 1.** The City shall provide up to ten (10) days time off with no reduction in pay to one of the Police Officers if he is a duly Officer of the National or State Fraternal Order of Police to attend its convention or to conduct other official business on its behalf.

**Section 2.** The City shall provide up to five (5) days time off with no reduction in pay to no more than five (5) police officers who are duly elected officers of the National, State or Local Fraternal Order of Police to attend their convention or to conduct other official business on their behalf.

**Section 3.** The City agrees to provide reasonable board space labeled with the FOP's name where notices of official FOP matters may be posted by the FOP.

**Section 4.** The FOP shall be provided, free of charge, a reasonable amount of secure office space within police headquarters with which to perform its duties.

**Section 5.** Notwithstanding any other provision of this agreement to the contrary, the FOP President shall be entitled, at his or her discretion, to be assigned to the day shift in a position consistent with his/her rank. In the event that the President should terminate that position for any reason, he/she shall be permitted to bump into such other position within the bargaining unit as is consistent with his/her seniority.

## **ARTICLE XII**

### **UNIFORM AND CLOTHING ALLOWANCE**

**Section 1.** The uniform and clothing allowance and maintenance of said uniforms and clothing shall be \$730 per year per Police Officer.

**Section 2.** In addition, the said clothing uniform allowance shall be paid to the Police Officers within the first three pay periods which are due after January 1.

**Section 3.** If the City mandates any change in uniforms, auxiliary equipment or clothing, the City shall pay the full cost thereof.

**Section 4.** The City will continue to pay the Police Officers their uniform and clothing allowance as the City has done in the past, with no changes.

## **ARTICLE XIII**

### **SAFETY AND PROTECTION EQUIPMENT**

**Section 1.** The parties are in agreement that the City shall provide bulletproof vests, ammunition and other necessary safety equipment.

**Section 2.** Each member of the bargaining unit shall be provided with a bullet resistant vest of a nature and type to be agreed upon by the City and the FOP. Each such vest shall be automatically replaced at the expiration of the minimum useful life suggested by the manufacturer.

**Section 3.** As soon as practicable after being first employed and receiving appropriate training, each member of the bargaining unit shall be issued a Glock 9mm weapon as his/her service weapon.

## **ARTICLE XIV**

### **AUXILIARY AND MISCELLANEOUS EQUIPMENT, BOOKS, STUDY MATERIAL AND OTHER MISCELLANEOUS PROFESSIONAL PERSONAL PROPERTY**

**Section 1.** If during the year the City makes it mandatory that members of the Police Force be required to purchase a piece of equipment, or other items for the performance of their duties, which are not considered to be normal uniform apparel, the City shall be responsible for obtaining same.

## **ARTICLE XV**

### **COURT APPEARANCES**

**Section 1.** In the event that any member of the bargaining unit is required to appear outside his normal scheduled shift at any court of record, before the minor judiciary, at a coroner's inquest or at any other administrative or judicial proceeding, when the Police Officer is required to attend, as a prosecutor or as a witness in connection with its official duties, the Police Officer shall be compensated at a minimum of three (3) hours pay at his/her normal work rate of for all hours actually expended, whichever is greater.



## **ARTICLE XVI**

### **EXTRA OUTSIDE ASSIGNMENTS**

**Section 1.** Extra outside jobs shall be provided to each Police Officer on a rotating basis according to seniority and the police Officer shall receive his regular hourly rate of pay for such work performed.

## **ARTICLE XVII**

### **FILLING OF VACANCIES**

**Section 1.** Except as otherwise provided in the Agreement, the bargaining unit shall be maintained at not less than One Hundred Forty (140) bargaining unit members on payroll. To accomplish this requirement, the City shall take the following steps:

- A. Increase the complement of regular Civil Service certified Patrol Officers with Act 120 certification to 126 by August 1, 1993, and
- B. Increase the complement of regular civil Service certified Patrol Officers with Act 120 certification to 135 by October 1, 1993; and
- C. Increase the complement of regular Civil Service certified Patrol Offices with Act 120 certification to 140 by December 31, 1993.

Vacancies that arise within the bargaining unit that have the effect of reducing the bargaining unit below the number provided herein shall be filled within sixty (60) days of the date on which the Police Officer actually ceases performing bargaining unit work for the City of Scranton. Except as otherwise in this Agreement, there shall be no layoffs.

**Section 2.** Only upon the occurrence of the events set forth hereinafter, the City of Scranton reserves the right to temporarily reduce the bargaining unit complement below that set forth herein. During the term of this contract, such a reduction may occur only under the following circumstances:

- A. The Recovery Plan Coordinator declares a fiscal emergency exists that was not anticipated in the Recovery Plan and is of such a nature that, if it is not resolved, would result in the filing of bankruptcy proceedings by the city and is not the result of the City's refusal to enact a provision of the Recover Plan. The payment of pending or future grievance arbitration awards shall not be considered to such fiscal emergency.

- B. The Recovery Plan Coordinator identifies the amount of additional revenue enhancements and expenditure reductions, if any, that will be required to meet the fiscal emergency as thus defined.
- C. For the total expenditure reduction, if any, required by the Plan Coordinator, 17% will be assigned to the Police Department.
- D. The Plan Coordinator, Police chief and the FOP will meet to develop strategies to implement the expenditure reductions required within the Police Department.
- E. In the event that it is necessary as a result of the foregoing procedure to reduce the manpower complement below One Hundred forty (140) bargaining unit members by the layoff of bargaining unit employees, such laid off employees shall be recalled to employment in timely proportion to the resolution of the fiscal emergency as thus defined herein.
- F. It is agreed and recognized that the Agreement for the FOP to permit the reduction of the minimum manpower complement below the number set forth above is a direct and exclusive result of the unique circumstances currently obtaining within the city by reason of Act 47. Said Agreement is not intended to be, and shall not be construed to be, an acknowledgment by the FOP that any number below that set forth above, or indeed even the number set forth above, is in the opinion of the fop consistent with the safety and well being of its membership. For that reason the FOP's agreement herein shall not be cited or otherwise relied upon in any future proceeding as evidence of the FOP's agreement as to the sufficiency of the manpower complement provided for herein.

**ARTICLE XVIII**  
**POLICE OFFICERS ARE NOT TO BE USED**  
**AS POLICE OR FIRE DISPATCHERS**

**Section 1.** Effective January 1, 1987, the City of Scranton will no longer use Police Officers as police or fire dispatchers, except in extreme emergencies.

**ARTICLE XIX**  
**DESIGNATED HOURS OF WORK**

**Section 1.** The following hours are established for Captains and Lieutenants of the uniform Patrol Division and for every officer acting in their capacity. Designated hours for the day shift, second shift and third shift shall be as follows:

|              |                         |
|--------------|-------------------------|
| Day shift    | 0630 hours □ 1430 hours |
| Second shift | 1430 hours □ 2230 hours |
| Third shift  | 2230 hours □ 0630 hours |

**Section 2.** Furthermore, the hours of Traffic division Lieutenant are 0800 □ 1600 hours, and the hours for the Crime Prevention Lieutenant are 0800 □ 1600 hours. In addition, Motorcycle Division □ two Corporals □ 1000 □ 1800 hours. Balance □ 0800 □ 1600 hours.

**ARTICLE XX**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.** There shall be a detailed grievance and arbitration procedure, which shall commence with the grievance committee of the Scranton Police Department. The aggrieved party shall submit a written and signed grievance to the Grievance Committee.

**Section 2.** The Committee shall take the grievance and decide on the merits of the case. The Committee or Grievance Officer will try to resolve the Grievance with the Officer in charge of the shift, if possible. If the matter cannot be resolved at this level, the Committee will submit the grievance to the Chief of Police. The Chief of Police will have twenty-four (24) hours to resolve the grievance, but this can be extended for another forty-eight (48) hours if the Chief requests the extension to the Grievance Committee.

**Section 3.** If the Chief cannot resolve the grievance within that time, it shall be appealed to the Mayor and the Mayor shall render a decision, in writing, within five (5) working days. A decision on the grievance will not exceed ten (10) days. If a decision is not made within the ten (10) days, it will be considered an impasse and all parties hereby agree to submit the matter to **binding and compulsory arbitration**. Only if extenuating circumstances exist and it is agreed by both the Chief and the Grievance Committee will the ten (10) days be extended.

**Section 4.** If an impartial arbitrator cannot be agreed upon, **the said impartial arbitrator shall be selected in accordance with the Rules of the American Arbitration Association.**

**Section 5.** **The decision of said arbitrator shall be final and binding upon all parties and there shall be no appeal from said decision.**

**Section 6.** All arbitration costs shall be divided equally between both parties.

**Section 7.** No individual has a right to file a grievance. All grievances must be submitted to the members of the Grievance Committee and not by the individual.

**Section 8.** In the event the Mayor and the Chief are not available to handle the grievance, it can be referred to the Deputy Mayor and/or Deputy Chief.

**Section 9.** With respect to grievances that are initiated after the ratification of this Agreement, in the event that the Arbitrator shall determine that either party acted in bad faith with regard to the facts underlying the issues or with regard to the conduct of the proceedings, the Arbitrator is empowered to assess all or a portion of the fees and expenses incurred in the presentation of the case and reasonable attorneys' fees as an element of damage. Furthermore, should the Arbitrator direct a financial remedy, such remedy shall commence to run from the date of the violation and shall bear an interest rate from that date equal to the six (6) month United States treasury bill rate, adjusted for each calendar quarter that such remedy is payable, as was in effect from the date the violation occurred to the date that payment is made.

**Section 10.** No bargaining unit member shall be discharged, disciplined or demoted except for just cause. In the event that an employee should determine to utilize the grievance procedure contained herein to challenge any such issue, he shall be deemed to have waived his right to pursue statutory remedies provided under the Second Class A Code and/or civil service regulations. In the event that such employee should pursue statutory remedies provided under the Second Class A Code and/or civil service regulations to challenge such issue, he/she shall be deemed to have waived his/her right to pursue a grievance under the procedure provided herein.

## **ARTICLE XXI**

### **SENIORITY**

**Section 1.** The seniority principle and its application shall be developed by a joint committee of the Fraternal Order of Police Local and the City authorities.

**Section 2.** The seniority principle shall be applied in the Scranton City Police Department on a department-wide basis and shall include every position in the Scranton City Police Department with the exception of the following:

1. Traffic Control Repair Sergeant;
2. Traffic Division Sergeant;
3. School Patrolman Supervisor;
4. Chief Clerk to the Superintendent of Police.

**Section 3.** The positions which are not now covered by seniority will remain uncovered by seniority during the term of this Agreement with the additional provision that the City will agree not to certify the following:

1. School Patrolman Supervisor;
2. Two (2) Clerks to the Superintendent of Police.

**Section 4.** The City will certify the Traffic Control Sergeant position only.



**Section 5.** The Armorer Patrolman position shall be covered by the Seniority Agreement. In accordance with that Agreement, the City is required to assign to that position only individuals who are qualified to perform it.

**Section 6.** The position of Crime Prevention Lieutenant and Traffic Division Lieutenant are subject to the Seniority Agreement and to bid all bidding procedures.

**Section 7.** Bidding for positions shall take place once each year from November 1<sup>st</sup> to November 30<sup>th</sup> in every particular year unless a new position is created or a vacancy occurs during the year, at which time, bidding shall take place within the next thirty (30) days after the position is created or the vacancy occurs.

**Section 8.** A seniority principle shall be applied department wide within each rank. An Officer who does not have the rank commensurate with the rank or vacancy of the new position shall not be permitted to bid for the particular job with the said rank classification, notwithstanding his length of service on the Police Department.

**Section 9.** The Police Officer shall be permitted a testing period of thirty (30) days in which to qualify for the position which he seeks by bidding. Nothing herein shall prevent the City from reassigning an individual if the City believes that the individual is not qualified to perform the work for the particular position. Any such action by the City will always be subject to the grievance and arbitration procedure.

**Section 10.** Notwithstanding anything contained herein to the contrary, the City shall have the right to assign a maximum of eight (8) bargaining unit members to special duty positions in strict accordance with the following conditions:

- (A). As used herein, the term "special duty" shall mean the performance of duties for a fixed, nonpermanent duration requiring the utilization of a particular skill or facility uniquely possessed by the selected Officer. A "special duty" shall never mean the performance of duties that in whole or in part had previously been performed by an

Officer assigned in accordance with the seniority provisions of this Agreement.

(B). Except as provided hereinafter, no special duty appointment shall be valid unless and until the FOP is first notified in writing of the exact nature of the duty, the factually specific reason or reasons why a particular officer was selected and the specific anticipated duration of the appointment. In the event that the duties to be performed by the special duty appointee are of a confidential nature that could not be disclosed, the Police Chief shall so certify in writing.

**Section 11.** If the City at a later date should create steady shift positions in any rank, but especially among Captains and Lieutenants, these new positions shall be subject to the bidding proposal by the Officer within the respective rank.

**Section 12.** The Chief of Police, and in the even the City shall employ a Commissioner of Police, or Superintendent of Police, or some other similar plan, the person who fills the position must come from the ranks of the Scranton City Police Department.

**Section 13.** In the event a Police Officer is suspended, the Officer shall remain a member of the Police Department for all intents and purposes and provisions of the law.

**Section 14.** Attached hereto, incorporated by reference herein as fully as though the same were stated herein, and made a part hereof is Exhibit "A" which contains Rules and Regulations in order to help the parties interpret the existing Seniority Agreement between the parties which is also incorporated by reference herein as fully as though the same were set forth at length. It shall contain Rules and Regulations to help the parties interpret the existing Seniority Agreement.

**Section 15.** All extra duty positions shall be assigned by seniority from among those members of the bargaining unit who have indicated in writing their willingness to accept such positions. Under no circumstances shall the City assign or permit a non-bargaining unit officer to perform such duties unless and

until they have first been offered to all willing bargaining unit members.

## **ARTICLE XXII**

### **BIDDING PROCEDURE**

**Section 1.** All members of the Scranton City Police Department will be permitted to bid not only for their positions, but also for their days off each year.

**Section 2.** Each Officer has 12 hours to bid after being notified of his/her turn, or said Officer shall lose his/her bid. Furthermore, any Police Officer about to go on vacation, at the commencement of the bidding procedure, shall notify his/her bid officer immediately and leave with his bid officer, the said Police Officer's first, second and third choices for vacation, job and days off bidding. If this procedure is not followed, the particular Police Officer will lose his/her bid for that particular year.

**Section 3.** Effective January 1, 1987, once the bid board has been placed, each Police Officer must bid his/her position and days off at the same time according to seniority, with no more than four (4) Police Officers off on individual days, not including Corporals and Sergeants. Sergeants shall bid first, then followed by Corporals.

**Section 4.** Captains and Lieutenants-Bid days off-except Crime Prevention and Traffic Division Lieutenant who will have their days off as Saturday and Sunday.

## **ARTICLE XXIII**

### **HEALTH INSURANCE**

**Section 1(A)** For the period provided hereinafter, the City shall provide, entirely and at its own expense, to each Police Officer and his/her spouse and dependents the following:

- a. Full Blue Cross and Blue Shield coverage;
- b. Major Medical Coverage, as an addition and supplement to the above full Blue Cross and Blue Shield coverage;
- c. Complete Blue Cross All-Service Comprehensive, Blue Shield Plan 100, Blue Cross Prescription Drug Rider and Blue Shield Basic Dental Plan with Riders



A, B, C and D.

d. Vision care.

The type and level of benefits provided by the above-referenced Plans shall be those in effect as of December 31, 1986.

(B). Effective July 1, 1993 and subject to the provision sand conditions of this Article, the City shall provide all active members of the bargaining unit, their spouses and dependents with the complete Access Care program as well as the existing Vision and Dental Programs.

In the event that any active bargaining unit member should determine to remain on the traditional Blue Cross/Blue Shield/Major Medical program as it existed prior to July 1, 1993, he/she shall be permitted to do so provided that he/she agrees in writing to have deducted, on a biweekly basis, the difference between the City's total cost for his/her traditional Blue Cross/Blue Shield/Major Medical health insurance and the City's then current cost to that employee of providing the complete Access Care program as well as the existing Vision and Dental Programs. Such Bargaining unit employee may also voluntarily waive in writing coverage under the existing Vision and Dental programs and utilize such savings as an offset against any payment due by reason of the election provided herein. Such election shall remain in effect until the first day of the month next following the City's receipt of the written revocation of that election.

**Section 2.** Subject to the provisions and conditions of this Article, the City shall provide all active members of the bargaining unit, their spouses and dependents with the complete Access Care program as well as the existing Vision and Dental Programs.

A. Effective with the mutual ratification of this Agreement, and subject to the provisions and conditions of the Article, the City shall provide all active members of the bargaining unit, their spouses and dependents with the complete Access Care (preferred) or its successor Access Care Program as well as existing vision and dental programs. Provided, that if Blue Cross continues to offer Access Care 1, in its present form, the City shall provide it.

B. If the City should provide Access Care 2 (preferred) as described herein, then the City of Scranton shall thereafter pay each recipient a sum equal to the difference in monthly premium between the

Access Care 1 as presently capped and Access Care 2 (preferred) that is provided to the recipient. The payment shall be made in the first paycheck of each month for the prior calendar month. In the event that during the term of this agreement, the provider should no longer offer Access Care 1, then the difference shall be based upon the actual difference of the premium last charged before the complete abolition of Access Care 1 but not to exceed the cap.

**Section 3.** The City's liability for the health insurance benefits described herein shall be as follows:

A. During calendar year 1993 the City shall pay the following total amounts:

|                 |         |
|-----------------|---------|
| Family          | \$6,622 |
| Single          | \$2,461 |
| Husband /Wife   | \$6,174 |
| Parent/Child    | \$4,865 |
| Parent/Children | \$5,246 |

B. As of January 1, 1994, the City shall be responsible for 50% of any increases in the cost of health care for the active bargaining unit employee beyond that provided above in subsection (A) and the active bargaining unit employee shall be responsible for the balance of such increases.

C. As of January 1, 1994, the City shall be responsible for 75% of any increases in the cost of health care for the retired bargaining unit employee who retired on or after January 1, 1994 beyond that provided above in subsection (A) and the retired bargaining unit employee who retired on or after January 1, 1994 employee shall be responsible for the balance of such increases.

D. Before any such charge shall be effective, the FOP shall be notified in writing immediately upon the City's receipt of any proposed increases, but not less than thirty (30) calendar days in advance of the effective date of such increases and shall simultaneously be provided with supporting documentation from the insurance carrier demonstrating the exact nature and effective date of such increases.

E. The active bargaining unit employee's share of the increase shall be divided equally among the paychecks for the year and only one single payment by the employee shall be deducted from each paycheck.

F. The parties shall reach written agreement for the procedure to be utilized for the payment of such additional monies by the retired bargaining unit employee who retired on or after January 1, 1994.

#### **Section 4. Health Care Committee**

(A). Within thirty (30) days of the ratification of this Agreement, the parties shall establish a Health Care Committee that shall remain in existence for the duration of this Agreement. The Committee shall be comprised of the Plan Coordinator, two representatives designated by the City and two bargaining unit members designated by the FOP. If permitted by its collective bargaining agreement with the City, the Committee shall also be comprised of a like number of representatives from the Fire Department bargaining unit. Attorneys for the parties shall be *ex officio* members of the Committee. All actions of the Committee must be by unanimous vote.

(B). The Committee shall meet as often as necessary to perform its function. All parties agree that they shall consider the performance of the duties attached to the Committee as a contractual priority and shall only designate representatives to the Committee who will make all reasonable efforts to devote the necessary time and interest to the activities of the Committee to maximize its potential for the successful completion of its function and purpose. If scheduled to work, FOP designees will be permitted to attend meetings and perform reasonable Committee functions directly related to the Committee as authorized by the Committee on a uniform, nondiscriminatory basis, which authorization shall not be unreasonably withheld, on City time with no adjustment of schedule.

(C). The purpose of the Committee shall be to examine and consider alternative health care plans, benefits, providers, delivery mechanisms and structures that will continue to provide high quality health care benefits to the bargaining unit members and their families in a manner that will diminish or eliminate co-payments.

(D). The City shall fund the retention of a national health benefit consulting firm that is acceptable to the FOP to assist the Committee in its efforts. Upon initial retention the consultant shall perform a study of the existing benefit structure and provide the Committee with initial factually specific suggestions and proposals to accomplish its purposes. Thereafter, and to the extent that further action is required, the consultant shall assist the City in preparing and distributing requests for proposals or other documents deemed necessary by the Committee to implement its decision. The consultant shall be instructed that its role is that of an expert neutral, that it owes a duty of loyalty to the entire Committee alone, and that any and all communications by it are to be shared simultaneously and equally with all members of the Committee.

(E). The Committee shall not have the power to bind its appointing principals. There shall be no change in the health care provisions of this Agreement unless and until such change is ratified by the FOP's general membership.

(F). In the event that the City should decline to act upon an FOP position that a particular change or modification in the alternative health care plans, benefits, providers, delivery mechanisms and structures that had been examined by the Committee should be adopted and such change will not increase the City total cash outlay beyond that provided herein, the FOP may seek arbitration of that dispute in accordance with the terms of this collective bargaining agreement. If such should occur and the arbitrator is so persuaded by the FOP, the arbitrator is specifically empowered to modify this Agreement to adopt such FOP position.

(G). The City shall fully cooperate with the Committee by making available to it any and all records or other documents that it reasonably requires for the performance of its duties and functions and by fully and promptly cooperating with any and all decisions of the Committee regarding the investigation and potential placements of alternative health care devices.

(H). It is recognized and agreed that the formation and performance of the Committee provided for herein is on an experimental basis in a mutual effort to provide quality health care at the

most cost effective premium. If the Committee is to perform its purpose and function, an open and frank exchange of ideas must be able to occur. Therefore, the parties mutually agree that neither shall make direct or indirect reference to the existence, function or any activities of the Committee or either party's action (or inaction) based thereon in any future proceedings between the parties.

**Section 5.** Premiums on the above insurance benefits shall be paid by the City during any extended illness of the employee and until such time as the employee is discharged by the City.

**Section 6.** Such benefits shall also be extended to the spouses and children previously described of Police Officers who died while on active duty after January 1, 1978, and should also extend to Police Officers and spouses who have retired subsequent to January 1, 1978.

**Section 7.** The City of Scranton will continue to pay all premiums for health insurance.

**Section 8.** A bargaining unit member may elect to waive his/her health insurance coverage as provided hereinbefore under the following conditions:

- a. The election that shall be in writing shall be effective as of the first day of the month next following the City's receipt of the notice; and
- b. The election may be revoked at any time in writing with such revocation becoming effective as of the first day of the month next following the City's receipt of that notice; and
- c. For each full month that the revocation is in effect the bargaining unit member shall monthly receive 40% of the City's savings attributable to that election, i.e., the gross cost of providing the benefits provided by this Agreement. The money shall be paid to the bargaining unit member in the paycheck next following the completion of the month for which the revocation was in effect and shall not be considered compensation for pension deduction purposes.

### **Section 9. Retiree Health Insurance**

A. The City shall continue to provide, free of charge, the health insurance benefits in effect prior to July 1, 1993 to any member of the bargaining unit and his spouse and dependents who retired on or before December 31, 1993 for the life of the retired bargaining unit member and that of the spouse. Said benefits shall be subject to the parties' settlement agreement of January 24, 1991 that shall be incorporated in this Agreement as Exhibit [B]

B. The City shall continue to provide the health insurance benefits set forth in Article XXIII to any member of the bargaining unit and his spouse and dependents who was first employed as a bargaining unit member on or before June 30, 1993 and who retired after December 31, 1993 for the life of the retired bargaining unit member and that of the spouse. Said benefits shall be subject to the parties' settlement agreement of January 24, 1991 that shall be incorporated in this Agreement as Exhibit [B] and the provisions of this Agreement regarding copayment. Any employee first hired as a member of this bargaining unit after the date on which the parties mutually ratified and otherwise satisfied the conditions for the effectiveness of this Agreement shall not be eligible to receive employer paid health insurance benefits upon retirement.

**Section 10.** The City will consider voluntarily providing some type of health insurance coverage for those retired members of the Scranton City Police Department who have no health insurance provided by the City, so that said Police Officers and their spouses, if any, will have some basic type of coverage. The City will continue to consider this during the calendar year 1987 on a voluntary basis.

**Section 11.** The City will provide each Police Officer with a certificate which states the insurance coverage provided to him by the City at its expense.

## **ARTICLE XXIV**

### **LIFE INSURANCE**

**Section 1.** Effective January 1, 1987, there shall be an increase in life insurance for active Police Officers of Twenty-Five Thousand Dollars (\$25,000) per Police Officer, raising the life insurance for active Police Officers to Fifty Thousand Dollars (\$50,000). There shall be a

corresponding increase of Twelve Thousand Five Hundred Dollars (\$12,500) for retired Police Officers.

**Section 2.** There shall be double indemnity for accidental death. This shall be handled as it always has in the past, with the City paying all premiums and the Police Officers designating their own beneficiaries.

**Section 3.** The City shall provide and deliver to each Police Officer copies of the insurance policy within a reasonable amount of time.

## **ARTICLE XXV**

### **FALSE ARREST INSURANCE**

**Section 1.** The City shall provide, at its own cost, false arrest insurance to cover all members of the Police Department so long as the incident in question involves general police work. This shall include criminal and civil matters, and the expenses of counsel fees and costs for the defense of the Police Officer.

## **ARTICLE XXVI**

### **MISCELLANEOUS**

**Section 1.** Lieutenants shall have their duty periods scheduled so that each will have, substantially, the same number of weekends off during the year.

**Section 2.** The parties shall meet and confer in an effort to negotiate a mutually acceptable process for testing and selecting Police Officers for promotion. Should no agreement be reached, either party may present this matter as an impasse for resolution by arbitration.

**Section 3.** The Training Officers shall have the equivalent rank and pay of a Captain.

**Section 4.** In order to maintain a high level for performance for the Police Department, reserve patrolmen shall be treated as full time Police Officers, and shall receive the same rate of pay and all fringe benefits as if they were regular Police Officers. All reserve patrolmen who are working as full-time Police Officers shall be classified, at a minimum, as first year regular patrolmen as far as salaries and fringe benefits are concerned.



**Section 5.** All employees who do not become FOP members after the effective date of this Agreement shall, as a condition of employment, pay to the FOP each month a service charge as a contribution toward administration of this Agreement, an amount equal to the regular monthly dues and assessments of the FOP. Upon failure to pay the charge, the Employer shall discharge the employee when advised by the FOP.

**Section 6.** The City will provide each Police Officer with a copy of the agreement between the Scranton Police Department, Fraternal Order of Police, E.B. Jermyn Lodge No. 2 and the City of Scranton with all its provisions.

**Section 7.** In the event that a member of this bargaining unit leaves, or has left, the bargaining unit to accept appointment as the City's Director of Public Safety, such bargaining unit member shall be entitled to continue contributions to the Pension Plan under the same terms and conditions as a bargaining unit member.

**Section 8.** A leave of absence without pay may be granted if the City finds good cause for the request. The City may not arbitrarily deny any such request. The employee's written request for a leave of absence must be addressed to the Superintendent of Police or his designated representative, which shall be acknowledged by the Superintendent of Police within five (5) working days from its receipt.

**Section 9.** The parties shall enter into a unified collective bargaining agreement of February 28, 1990 incorporating all prior arbitration awards, as well as such changes as are reached during the course of collective bargaining and/or subsequent Act 111 arbitration awards. This incorporation shall occur in not more than thirty (30) working days subsequent to the approval of the contract and/or rendering of the Award. After thus prepared, the document shall be signed by the appropriate representatives of both parties and shall be promptly printed at City expense for distribution to each member of the bargaining unit with thirty (30) additional copies being provided to the FOP.

**Section 10.** The parties recognize and agree that personnel matters involving the considered, threatened, possible or actual discipline of a bargaining unit member are highly confidential and should not be disclosed to the public. Accordingly, in the event that the City, or anyone acting on its behalf, should



disclose such matters to the public or the media, the person or persons thus making such disclosure shall be disciplined. This provision shall not serve to prohibit or prevent the City from truthfully and accurately providing the media with a brief factual description of the discipline actually imposed upon a bargaining unit member and the factual background underlying the alleged infraction.

**Section 11.** Within the six month period following the ratification of this Settlement Agreement by both parties, the parties shall make a good faith effort to examine their records in order to identify and isolate all prior written agreements between the parties (such as the Settlement Agreement of January 20, 1989). The parties thereafter shall exchange copies of such agreements. Upon such exchange, any other such written agreements, if any, that might subsequently be discovered shall be considered null and void. This section shall not be interpreted as voiding, or otherwise affecting, unwritten past practices of the parties.

**Section 12.** The bargaining unit members recognize and agree to abide by the provisions of File of Council No. 17 or 1980 regarding the issue of residency. The members of the bargaining unit acknowledge that the bona fide residence requirement for municipal employees as per File of Council No. 17 of 1980 means the sole legal residence or domicile of the employee, the residence which the individual considers his home and where his domiciliary intent is such that he intends to remain. Further the bargaining unit members will agree to comply with the residency verification procedures outlined by the City Controller's Memorandum dated December 26, 1997 and such other procedures regarding residency and verification as the City may require from time to time. The City shall not make any effort to enforce the terms of this provision until at least six (6) months after the date on which occurs the mutual ratification of the parties January 1, 1996 to December 31, 2002 collective bargaining agreement.

**Section 13.** The parties agree to immediately meet for the purpose of attempting to reach agreement regarding the reassignment of the bargaining unit's jurisdiction over the issuance of parking tickets in the Hill Section and other sections of the City.

## **ARTICLE XXVII**

### **PAST AGREEMENTS, ARBITRATION AWARDS AND PAST PRACTICES**

**Section 1.** All past agreements between the parties, all prior arbitration awards between

the parties including all of the provisions of the said agreements and awards, and all of the past practices of the City of Scranton which inure to the benefit of the Police Officers shall be continued, and are hereby incorporated by reference herein as fully as though the same were herein set forth at length, and are hereby made a part hereof, except as the same are specifically and expressly modified herein.

**Section 2. Payment of Damages from Arbitration Award and Resolution of Pending Grievances**

- A. The City shall pay the remaining \$50,000 in damages, with interest determined in accordance with the collective bargaining agreement, arising from the minimum manpower award. Said monies shall be paid by the City in the first paycheck next following ratification of this Agreement.
- B. In full resolution of the pending grievance regarding the adjustment of seniority dates pursuant to the award of Stanley Schwartz, the City shall adjust the date of hire of the affected officers and pay their longevity at the thus-adjusted date from January 1, 1998.
- C. In resolution of the FOP's ending grievance regarding the purchase of bulletproof vests, the City shall provide each bargaining unit member with a new mutually-acceptable vest within sixty (60) days of the mutual ratification of this agreement.
- D. In resolution of the FOP's grievance regarding the City utilization of compensatory time in lieu of cash overtime, the following shall occur:
  - 1. Each bargaining unit member who is on payroll as of the date on which this agreement is mutually-ratified shall receive a one-time cash payment of Five Hundred Dollars (\$500) that shall be included in the paycheck next following February 1, 2000; and
  - 2. Said grievance shall be withdrawn with prejudice; and
- E. The FOP's pending grievance regarding the failure of the City to permit the desk officer to be working in an acting capacity shall be resolved by the payment of Fifteen Hundred Dollars to the grievant on or before April 30, 2000.

## **ARTICLE XXVIII**

### **PROHIBITION AGAINST DISCRIMINATION**

**Section 1.** The City and the FOP agree that they shall not discriminate against any member of the bargaining unit with regard to age, sex, marital status, race, creed, color, national origin, or membership in the FOP.

## **ARTICLE XXIX**

### **LIGHT DUTY**

**Section 1.** This Policy shall apply to all injuries or illnesses incurred by members of the bargaining unit, regardless of whether those injuries or illnesses are work related.

**Section 2.** An employee who is temporarily unable to perform, without restriction or limitation, all of the duties and responsibilities of his position may be required to perform "light duty" employment responsibilities in strict accordance with the terms of this Policy.

**Section 3.** As used in this Policy, the term "light duty" shall mean the temporary full time or part time employment duties and responsibilities of a lesser degree and/or nature than those historically performed by the temporarily disabled employee, but are only of the nature and scope traditionally performed by fully capable members of the bargaining unit. Such duties shall be performed without requiring the wearing of a uniform, shall be non-confrontational in nature, shall be on the same shift as the officer was working at the time of the injury and shall be consistent with the rank of the injured bargaining unit member. Under no circumstances shall "light duty" include, in whole or in part, employment duties other than those historically performed by the bargaining unit, that are demeaning to the disabled employee, that are unnecessary to the operation of the Department or that are intended solely for the purpose of providing "make work" tasks that had not been performed by fully capable bargaining unit members in the past.

**Section 4.** The determination of whether, and the extent to which (if at all), a disabled employee may perform light duty work shall in the first instance be made in writing by the employee's treating physician. If a difference of opinion on that issue exists between the employee's treating physician and a physician designated by the City, the employee shall submit to an examination by a

third physician, the fee of which will be paid by the City, agreed upon by the parties who will render an opinion as to whether, and the extent to which (if at all), a disabled employee may perform light duty work within the meaning of the Policy. If the parties cannot reach agreement on the identity of the third physician, the treating physician and that designated by the City shall be requested to designate a third physician. The decision of the third physician shall be final and binding on all concerned.

**Section 5.** In the event that there should exist more temporarily disabled bargaining unit members than light duty positions available, the light duty position shall first be offered by seniority to the qualified (as determined by the treating physician) employees. If light duty positions should remain after being thus offered, they may then be assigned to qualified employees by inverse seniority.

**Section 6.** Within sixty (60) days of the effective date of this policy, the City shall identify and describe in writing to the FOP all light duty positions within the Department, including all duties and responsibilities thereof, the hours of work and any other salient characteristics thereof. Any future additions to such positions shall be established only by mutual agreement with the FOP. Thereafter, such descriptions shall be the sole reference utilized by a physician in reaching a determination as to the circumstances, if any, that an employee is eligible for assignment to light duty under this Policy.

**Section 7.** An employee who is performing light duty assignments under this Policy shall, upon prior notice to the Department, be permitted, without loss of pay or benefits, reasonable time during the work day to attend a medical or rehabilitation appointment. Employees who are performing light duty as a result of a non-work related injury or illness shall make every reasonable effort to schedule such appointments outside of the normal working day.

**Section 8.** The employee shall be required to provide the City with periodic reports from the attending physician describing the extent and anticipated duration of his recuperation and/or rehabilitation.

**Section 9.** An employee shall never be required or permitted to perform light duty where either the nature of the duties or the physical limitations of the disabled employee would in any manner.

or degree expose either that employee or any other member of the bargaining unit to danger, or threat of same, of any nature, or where such duties are performed, or the performance of same, by the disabled employee would violate the contractual rights of any other member of the bargaining unit.

**Section 10.** Nothing in this Policy shall serve to diminish or in any manner waive the affected employees' rights and benefits under any applicable law.

**Section 11.** Employees who are performing Light Duty as a result of a disability incurred in the performance of their duties shall continue for purposes of taxation to be carried as receiving Heart and Lung Act Benefits for the duration of the disability.

### **ARTICLE XXX**

#### **HEART AND LUNG BENEFITS**

**Section 1.** In the event that any member of the bargaining unit should become temporarily incapacitated as a result of a work related injury or illness, such individual shall continue to receive his full salary and all benefits provided by this Agreement for the duration of that incapacitation.

**Section 2.** In the event of an occurrence such as is described in Section 1 above, the City shall pay all reasonable medical and other expenses arising from or relating to such injury.

**Section 3.** The Heart and Lung Panel procedure that had previously been agreed upon by the parties shall be implemented immediately upon the completion of the Retirement Incentive Program provided for herein.

### **ARTICLE XXXI**

#### **PENSION**

**Section 1.** Effective immediately, a bargaining unit member, and, if appropriate after the death of an active or retired bargaining unit member, the surviving spouse of a deceased such member, shall be afforded the opportunity to elect a pension benefit payable to that surviving spouse for his or her lifetime and then for the lifetime of the children of the deceased active or retired police officer in equal

parts until each reaches age 18, or age 21 if a full-time student. The pension benefit thus payable if the event of such election shall be the actuarial equivalent of the pension benefits otherwise payable to the spouse. The pension shall not be readjusted and reallocated upon each child reaching age 18, or age 21 if a full-time student.

**Section 2.** Effective immediately, in the event that the spouse of an active or retired bargaining unit member dies prior to the active or retired bargaining unit member or in the event of the simultaneous death of both the active or retired officer and his/her spouse, the pension benefit that would have otherwise been payable to that spouse shall, upon the death of the active or retired bargaining unit member, shall be paid in equal parts to the surviving children of the active or retired bargaining unit member until each child reaches the age of 18, or age 21 if a full-time student. The pension shall not be readjusted and reallocated upon each child reaching age 18, or age 21 if a full-time student.

**Section 3.** Effective immediately a pension benefit shall be payable to the surviving spouse of an active or retired bargaining unit member regardless of the period of time that they were married at the time that the deceased current or former bargaining unit member died.

## **ARTICLE XXXII**

### **DRUG TESTING**

**Section 1.** The parties agreed that the Drug Testing Program attached hereto as Exhibit ☐B☐ may be implemented by the City for the duration of this agreement.



**ARTICLE XXXIII**

**DURATION**

**Section 1.** This agreement shall first be effective January 1, 1996 and shall remain in full force and effect until December 31, 2002.

Approved as to Form:

**CITY OF SCRANTON**

\_\_\_\_\_  
Frank J. Bolock  
City Solicitor

**BY:** \_\_\_\_\_  
**JAMES CONNORS**  
**Mayor**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**ATTEST TO MAYOR'S SIGNATURE**  
City Clerk

**Vote**

|     |    |
|-----|----|
| Yes | No |
| 99  | 32 |

\_\_\_\_\_  
**CITY CONTROLLER**

**FRATERNAL ORDER OF POLICE**  
**E. B. JERMYN LODGE NO. 2**

**BY:** \_\_\_\_\_  
**JOHN O'SHEA**  
**President**

**Date:** \_\_\_\_\_

**EXHIBIT "A"**  
**RULES AND REGULATION TO HELP INTERPRET**  
**SENIORITY AGREEMENT BETWEEN THE CITY OF**  
**SCRANTON AND FRATERNAL ORDER OF POLICE, E.B.**  
**JERMYN LODGE NO. 2 AND THE SCRANTON CITY POLICE**  
**OFFICERS**

1. Bidding for positions shall take place once a year with the bidding starting on November 1<sup>st</sup> of each year.
2. Bids will take effect on the first changeover of each year at 0001 hours.
3. Bidding shall be open with each officer allowed one bid in seniority.
4. Each officer has twenty-four (24) hours to bid after being notified of his turn, or said officer shall lose his/her bid.
5. Each officer will have only one bid each year, unless an opening occurs during the bidding year.
6. If an opening occurs, the position will be posted for a period of five (5) days, and the officer interested will submit a bid, with the senior officer getting the position. The change will take effect on the next changeover.
7. If, for some reason, an officer who bids a radio car cannot work the position for which said officer bid, the officer will become a relief driver according to the officer's seniority.
8. Relief drivers and beats will be filled according to seniority.
9. Date and time in rank will prevail for seniority.
10. If the officer bids a beat and the beat is not being used, the officer will be assigned to whatever beat or position for which the said officer is needed.
11. Bidding will be department-wide for all positions, except those excluded by past contracts, past arbitration awards, and the present contract.
12. Officers who are off because of sickness will be contacted to bid in turn. However, if the officer is on sick leave, and the condition of the officer precludes his/her bidding, the officer will be able to bid and bump upon return to duty.
13. If the officer is on an approved leave of absence and returns to duty, the officer shall be



placed at the bottom of the seniority list for the remainder of that year.

14. Officers on special duty will retain seniority upon their return to regular duty. Also, an officer serving in a position not covered by the Seniority Agreement will maintain his/her seniority upon return to regular shift.

15. The Senior Sergeant working will work the Command Car, if qualified.

16. To be valid, a grievance must be submitted, in writing, and two (2) copies must be submitted to the police officers' Grievance Committee.

17. All positions in the Scranton City Police Department shall continue to be subject to the Seniority Agreement, with the exceptions of those positions which have been specifically exempted from the Seniority Agreement pursuant to the past arbitration awards and agreements between the parties.

18. Notwithstanding the Seniority Agreement and the attached Rules and Regulations which shall assist in the interpretation of the Seniority Agreement, and the grievance and arbitration procedure. It is expressly agreed between the parties that there may arise, from time to time, a need for the creation of a temporary and emergency type unit. The need for such unit shall be determined by the Superintendent of Police. It is further agreed that there shall not be a seniority principle applied, or bids for positions in this unit during the existence of said unit. If at the end of one year from the institution of said temporary and emergency unit, it is determined that the unit is necessary, or should become permanent, then such positions in said unit shall be bid in accordance with the Seniority Agreement. It is further agreed that prior experience working in the said unit shall not be considered in any manner or as any type of prerequisite for said position. The Seniority Agreement shall apply in full except that the Superintendent of Police may assign at any one time a maximum of five percent (5%) of the total complement of officers to such units without regard to seniority, the length of time the unit has been in existence, and the length of the assignment.

**EXHIBIT "B"**  
**DRUG AND ALCOHOL TESTING POLICY OF THE**  
**CITY OF SCRANTON**  
**FOR POLICE OFFICERS**

This AGREEMENT made this 14<sup>th</sup> day of May, 1999, by and between the **CITY OF SCRANTON** and **E. B. JERMYN LODGE NO. 2 OF THE FRATERNAL ORDER OF POLICE** provides as follows:

**I. DEFINITIONS**

1.1. **Confirmatory Test** means a second analytical procedure to identify the presence of a specific drug or drug metabolite which is independent of the initial screening test and which uses a different technique and chemical principal from that of the initial screening test in order to confirm the reliability and accuracy of the initial test. Such technique shall be either a gas chromatography/mass spectrometry (GC/MS) or such other technique that is scientifically demonstrated to be as or more accurate than GC/MS.

1.2. **Confirmed Positive Test** means the results of a confirmatory test that has established the presence of drugs or drug metabolites.

1.3. **City** means the City of Scranton.

1.4. **Employee** means a police officer in the Police Department of the City of Scranton.

1.5. **Effective Date** means June 1, 1999.

1.6. **Follow-up Testing** means chemical testing at unannounced intervals to insure that an individual is maintaining abstinence from the abusive drug.

1.7. **Illegal Drugs** means those drugs included in Schedules I through V of the Controlled Substances Act (**CSA**), but not when used pursuant to a valid prescription as described in this Policy or when used as otherwise authorized by law.

1.8. **Initial or Screening Test** means an immunoassay screening of urine for drugs or drug metabolites.

1.9. **Chief of Police** means the Chief of Police of the City of Scranton or his designee.

1.10. **Policy** means the Drug Testing Policy as currently promulgated and as it may be amended hereinafter from time to time by the parties.

1.11. **Positive Test** means the result of an initial or screening test that has established the presence of drugs or drug metabolites in a specimen.

1.12. **Random Test** means a system of unannounced drug testing unsupported by reasonable suspicion that is administered in a statistically random manner to a group so that all persons within that group have an equal probability of selection.

1.13. **Reasonable suspicion** means conduct, or a course of conduct on the part of an employee, regardless of place or occurrence, that is symptomatic of illegal drug use. Such conduct need not cause impairment of the employee's ability to perform his duties and responsibilities as a worker. Such suspicion may occur either by first hand observation or by credible report as determined by the Chief of Police.

## **II. TESTED SUBSTANCES**

2.1. Testing as provided by this Policy shall be, at a minimum and not by way of limitation, for marijuana, cocaine, opiates, amphetamines and phencyclidine.

2.2. At his/her discretion, the Mayor may test for any illegal drugs and may negotiate Cutoff Levels consistent with the purposes of this Policy.

2.3. This section does not prohibit procedures reasonably incident to analysis of a specimen for controlled substances (e.g., determination of pH, on tests for specific gravity, creatinine concentration, or presence of adulterants).

## **III. INDIVIDUALS SUBJECT TO TESTING**

3.1. Any employee of the City on or after the Effective Date shall be subject to the testing procedures set forth herein upon the determination of "reasonable suspicion" that is first made on or after the Effective Date or in accordance with the random testing procedures set forth herein.

## **IV. ADMINISTRATION OF TESTING**

4.1. All testing under this Policy shall be performed by a mutual acceptable laboratory that maintains a certification to perform drug testing under the Department of Health and Human Services ("HHS") Mandatory Guidelines for Federal Workplace Drug Testing Programs.

4.2. All tests shall be conducted by use of a split sample method.

4.3. The Chief of Police is directed and authorized to take such steps and to incur such resources as are reasonable and necessary to develop, implement and maintain the drug testing program provided by this Policy, including the employment of such experts and other personnel that he/she deems appropriate.

4.4. Under no circumstances shall the Chief of Police or anyone acting on behalf of the City utilize, or threaten to utilize, random testing of employees other than as set forth herein.

4.5. The individual to be tested, at his or her option, shall be permitted to substitute a specimen of blood rather than urine.

## **V. DUAL TESTING**

5.1. Specimens which test negative as a result of an initial screening shall be reported as negative to the Chief of Police and will not be subject to any further testing, unless special processing of the specimen is desired by the Chief of Police because adulteration or dilution is suspected with reasonable and credible evidence.

5.2. In the event that a urine sample is identified as being positive on the initial screening test, the individual, in strict accordance with this Policy, may request confirmatory testing using gas chromatograph/mass spectrometry (GC/MS) techniques. All confirmation shall be made by quantitative analysis.

5.3. Confirmatory tests for opiates shall include a test for 6-monoacetylmorphine ("MAM")

if the initial screening test is positive for morphine.

5.4. Each specimen shall be examined for any evidence of adulteration or substitution.

## **VI. DRUG TESTING PROCEDURE FOR EMPLOYEES**

6.1. Individuals who are employed by the City on or after the Effective Date shall be tested for the use of illegal drugs in accordance with the procedure established in this Section.

6.2. In the event that the Chief of Police should determine that reasonable suspicion exists that an employee is using illegal drugs, the Chief of Police shall direct that employee in writing to appear for a drug test in accordance with this Section.

6.3. Employees who have been tested under the foregoing provision and have yielded a positive Confirmatory Test shall be given an immediate and confidential appointment with the Chief of Police. The employee will be given an opportunity at that time to inspect the report, to discuss it with the Chief of Police, to review the Chain-of-Custody, and, upon request, made in writing and received by the Chief of Police within twenty-four (24) hours thereafter, to have a second analysis of the sample originally provided performed by an accredited independent laboratory that has been selected by the employee. Such second analysis shall be entirely at the employee's expense and the fee therefore shall be posted prior to submission of the test in accordance with the procedure set forth herein. If the test should reveal that the original positive result was incorrect, the money shall be promptly reimbursed to the employee. The transfer of the sample from the first laboratory to the second laboratory will be a direct transfer between those laboratories and will be their responsibility. The second test will be required to be performed promptly and a detailed report thereof shall be provided to the Chief of Police and to the employee.

6.4. If the positive result is not contested or is reconfirmed, the procedure in the following paragraphs will be followed. If it is determined that any error (all of which, regardless of nature, shall be considered to be material and fatal to the reliability of the entire process) has been made in following the prescribed procedures set forth herein, or if the result in the second test is inconsistent with there having been a positive result in the first test, the result of the first test will thereafter be disregarded, considered a complete nullity and all documentation relating thereto expunged and destroyed from all City files.

6.5. If a positive test is demonstrated, the employee shall be offered the opportunity to waive any right of hearing and, upon such waiver, shall be suspended for a period of thirty (30) days, during which time the employee may seek treatment/counseling in a rehabilitation facility. In the event the employee receives treatment/counseling, such an employee may receive pay by using available sick leave, vacation or other accrued leave during the period of such counseling.

6.6. If the employee selects treatment/counseling, the Chief of Police shall make appropriate arrangements to assist in the implementation of that treatment/counseling program. Such treatment/counseling shall be kept in confidence by the Chief of Police.

6.7. After the employee has completed treatment/counseling and has committed to the completion of an after-care plan, the employee shall be reinstated to full employment with the City, but will be subject to unannounced testing of not more than once a month for a period of three (3) months after return to employment. If the employee does not test positive on any of the tests conducted during this period, and is otherwise free of any disabling condition, no further testing will occur without

additional reasonable suspicion or as permitted pursuant to Section 6.10.

Additionally, and notwithstanding any other provision herein to the contrary, officers assigned to the Drug Unit may be tested immediately prior to the commencement of such assignment and on a random basis at reasonable intervals during the course of such assignment.

6.8. If the employee tests positive on any of such tests, he or she will be given the opportunity to review the results in accordance with the review procedures set forth above. If the employee fails to seek such review or if, upon such review, the positive result is not successfully contested, he or she will be subject to termination from employment with the City. If the positive result is successfully contested, the employee will not be disqualified on the basis of the original test, but will instead be given additional testing as part of the series of tests herein provided, which testing must be successfully completed before further reasonable suspicion must be required for additional testing.

6.9. If the employee fails substantially to follow and complete his/her prescribed treatment or after-care program, he or she will be evaluated and counseled by the Chief of Police. If such failure continues, the employee will be subject to dismissal from employment with the City.

6.10. Random testing of the employee described in Section 6.7 shall be permitted upon written notice two (2) hours in advance of reporting to the designated laboratory. The employee cannot leave Police Headquarters after being notified of the impending test.

6.11. A second positive test within two (2) years of an initial prior positive test, other than as specified in Sections 6.7 and 6.8., shall result in a forty-five (45) day suspension and be treated as specified in Section 6.5, except that such employee may only utilize available vacation time for purposes of pay.

6.12. Another positive test within a two (2) year period following the prior, second positive test shall subject the employee to dismissal.

6.13. Any time an employee who has previously tested positive shall test free of drugs for the following two (2) years, and then test positive, that test shall be considered as a first positive test for purposes of Section 6.5.

6.14. No employee shall be retained as an employee of the City upon testing positive more than three (3) times within twenty (20) years.

## **VII. GENERAL PROVISIONS**

7.1. Each individual required to be tested under this Policy shall be required to provide valid samples for testing in accordance with this Policy, to supply the information necessary to identify the samples, and otherwise to cooperate in the performance of the testing procedure.

7.2. It is the intention of this Policy that all testing be conducted in a manner that will protect the rights and dignity of those who are to be subjected to this testing. The Chief of Police will take the necessary steps, in accordance with this Policy, to safeguard the dignity and self-esteem of persons tested hereunder.

7.3. All sample collection procedures shall be performed under the direction of a qualified Medical Technician or Assistant to be selected by the administering medical/testing facility.

7.4. The tests provided by this Policy shall be carried out under detailed procedures established by the Chief of Police which ensure confidentiality, secure Chain of Custody, and which are valid and reliable in accordance with current professional and industry standards. All reports shall be sent directly to the Chief of Police, marked ☐confidential☐ and shall be opened only by the Chief of

Police, personally.

7.5. Under no circumstances shall the Chief of Police or anyone employed by the City or anyone else release information obtained as a result of this Policy to any individuals who do not possess an absolute need to know such information as an essential part of accomplishing the goals of this Program.

**E.B. JERMYN LODGE NO. 2  
OF THE  
FRATERNAL ORDER OF POLICE**

/s/  
F.O.P. President

**CITY OF SCRANTON**

/s/  
Mayor



**AMENDED  
MEMORANDUM OF AGREEMENT  
By and Between  
DULY-AUTHORIZED REPRESENTATIVES OF THE  
STRATEGIC IMPLEMENTATION TEAM OF  
THE CITY OF SCRANTON  
And  
E.B. JERMYN LODGE NO. 2,  
FRATERNAL ORDER OF POLICE  
Regarding  
THE STRUCTURE AND COMPOSITION OF THE  
CITY OF SCRANTON  
POLICE DEPARTMENT**

It is hereby agreed by and between the duly-authorized representatives of the Strategic Implementation Team of the **CITY OF SCRANTON** ([City]) and **E.B. JERMYN LODGE NO. 2 OF THE FRATERNAL ORDER OF POLICE** ([FOP]) as follows:

**I. PURPOSE OF THE MEMORANDUM**

- A. Article I, Section 2 of the 1993-1996 Collective Bargaining Agreement provides for the creation of a Strategic Implementation Committee ([SIT]) comprised of duly-authorized representatives of the City, PEL and the FOP. The purpose and function of that Committee is to continue the parties' joint efforts to professionalize the Police Department by restructuring the City of Scranton Police Department in a manner that balances the interests of the City's fiscal needs, the safety of the City's citizenry, the effective operation of the Department and the interests, rights and safety of the police officers and FOP.
- B. The SIT having reached certain preliminary agreements regarding the structure and composition of the City of Scranton Police Department, the purpose of this Memorandum is to set forth those preliminary agreements for adoption, ratification and effectuation by the appropriate representatives of the City and FOP as more fully described herein.

**II. MAJOR FUNCTIONS OF THE CITY OF SCRANTON POLICE DEPARTMENT**

In restructuring the City of Scranton Police Department, the parties recognize and agree that the major functions and mission of the City of Scranton Police Department shall continue to be:

- A. The preservation of the peace and public order; and

- B. The protection of life, liberty and property; and
- C. The prevention and repression of crime; and
- D. The detection of violations of the law and resultant apprehension and prosecution of violators.

### **III. PERSONNEL STRUCTURE OF THE DEPARTMENT**

The personnel structure of the City of Scranton Police Department shall be as follows:

- A. The Chief (Superintendent) of Police (Colonel)
  - 1. Appointed by the Mayor on the basis of qualifications in accordance with the City of Scranton Home Rule Charter, the City of Scranton Civil Service Commission Rules and Regulations and the collective bargaining agreement between the City and E.B. Jermyn Lodge No. 2 of the Fraternal Order of Police (□FOP□).
  - 2. Subject to the directives of the Mayor, the Chief of Police (Superintendent of Police) shall be responsible for the control, management and direction of the City of Scranton Police Department and all police officers and designated civilians employed therein or otherwise under its control.
  - 3. The Chief of Police shall be responsible for the administration, supervision and discipline of all personnel, both sworn and civilian, the City of Scranton Police Department.
- B. Deputy Chief of Police
  - 1. Except as otherwise provided herein in the next section, upon the execution of this Agreement, the position of Deputy Chief shall no longer be filled and shall be abolished.
  - 2. In the event that the current Chief of Police should terminate his possession of that rank for any reason, then he shall resume his prior certified rank of Deputy Chief. Upon his termination of his employment in that rank for any reason, the position of Deputy Chief shall be irrevocably abolished.
  - 3. The Deputy Chief shall report exclusively to the Chief of Police.
  - 4. Primary Duties of the Deputy Chief



- a. Assume the duties of the Chief of Police in his absence or disability;
- b. Assume primary responsibility for the day to day administrative operation of the Department including, but not limited to, the coordination of the training functions described herein and other common and/or overlapping between and among the four Divisions, the overseeing of an effective and efficient grant program for the Police Department, the implementation of the recommendations of the Strategic Implementation Team as herein and hereafter provided;
- c. Otherwise assist, as directed, the Superintendent in the operation of the Department;
- d. Serve as primary Departmental liaison with the community and the public news media.

IV. There shall be three Divisions of sworn Police Officers within the City of Scranton Police Department under the direct command of Chief and, when necessary and appropriate, the Deputy Chief.

A. Those Divisions shall be:

- 1. the Patrol Division
- 2. the Detective Division
- 3. the Training and Special Services Division

B. With the exception of civilians working directly for the Chief and Deputy Chief, civilians acting in support of the above three Divisions shall work under the supervision of the Administrative Lieutenant of the Information Management and Administrative Support Division.

#### V. **PATROL DIVISION**

The personnel structure of the Patrol Division of the City of Scranton Police Department shall be as follows:

A. Uniformed Captain

1. A single Captain will assume complete supervisory responsibility for all aspects of the entire Patrol Division.

**B. Three (3) Shift Lieutenants**

1. The patrol functions on each shift will become the complete responsibility of a single Lieutenant on each shift.

**C. Twelve (12) Sergeants**

1. Four (4) Sergeants shall be assigned to each regular shift (A, B and C) and shall primarily serve as Road Supervisors of the Patrol Officers who are also assigned to that shift.
2. Sergeants will not routinely take primary calls, but rather shall assist in the disposition and direction of calls.
3. Sergeants shall work fixed shifts.
4. In cooperation with the Captain of Training and Special Services, the Sergeants shall be responsible for the field training of new officers in accordance with Departmental policy.

**D. Patrol Officers**

1. 90 Patrol Officers shall be on payroll and available for service as of the effective date of this Amended Agreement.
  - a. The total number of officers within the Patrol Division would also include four (4) officers assigned as ☐Special Duty☐to the ☐Drug Unit☐as well as those officers who are injured and not available for the performance of traditional patrol functions.
2. Patrol Officers will work fixed shifts.

**E. Motorcycle Officers**

1. If the City should determine to reinstitute the utilization of motorcycles, two (2) Patrol Officers per shift shall be assigned to the motorcycles on the A and B Shifts.

F. Highway Unit

1. Shall be included within the structure of the Patrol Division.
2. Shall be under the general supervision of the Patrol Lieutenant who is responsible for the shift on which the members of the Highway Unit are assigned.
3. The Unit shall be responsible for accidents within the City, hits and runs, stolen autos and vehicle related crime and incidents.
4. Supervision of the Highway Unit
  - a. Supervised by one Traffic Lieutenant who shall work the day shift
  - b. Traffic Corporal as described below
  - c. On weekend or evenings when the Highway Lieutenant or Corporal are not available, the officers in the Highway Unit shall fall under the general supervision and control of the Shift Lieutenant.
5. Six (6) Patrol Officers shall be assigned within the Traffic Unit
  - a. Officers within the Unit shall work the A, B and C Shifts otherwise described herein
  - b. Officers assigned to Highway shall by seniority be off either Friday and Saturday or Sunday and Monday
  - c. When assigned as special duty, the Auto Theft Investigator shall also be included in the structure of the Highway Unit.
6. Traffic Corporal
  - a. In addition to the six assigned officers within the Highway Unit, that unit will also be assigned a Highway Corporal, who shall initially be the individual previously identified as the Litter Control Corporal.
  - b. The Corporal shall work the day shift with weekends off.
7. Assignment to Highway
  - a. All officers bidding into Highway shall be required to participate in all

training sessions and other educational functions to develop their proficiency in the matters within their jurisdiction.

- b. All officers bidding into the Highway Unit shall have one year after being first assigned to that Unit in which to attain a certificate of successful completion from an approved Crash Investigation ☐ Advanced Level I course. A grace period may be provided if course scheduling difficulties beyond the control of the officer preclude literal compliance with the one year requirement.
  - c. Once an officer successfully completes the aforesaid certification requirements, that officer may not be bumped from his/her position within the Unit except by another more senior officer who also possesses a currently effective certificate.
  - d. Bidding for vacancies within the Unit shall be by seniority and shall not take into consideration prior or current certifications.
8. Civilians who are to be employed by the City will handle the Traffic Division's ☐ public contact ☐ functions that previously have been performed by the Traffic Officer. That police officer, in turn, will then be released to perform traditional police functions.

## **VI. DETECTIVE DIVISION**

### **A. The Non-Uniform Captain**

- 1. The Detective Division of the City of Scranton Police Department shall be under the direct control and supervision of the Non-Uniform Captain.
  - a. Authority coextensive with that of Patrol Captain (s)
- 2. The Non-Uniformed Captain shall be considered the second highest ranking member of the Department.
- 3. The Detective Lieutenant shall be responsible for the daily administration and operation of Detective Division.

### **B. One (1) Lieutenant of Detectives**

### **C. Three (3) Sergeants of Detectives**

- 1. One of the Detective Sergeants will be assigned to night shift with three

## Detectives

- a. Among other duties, the responsibilities of the Detective Sergeant assigned to the night shift shall include the coordination of activities of the Detective and Patrol Division with the Narcotics Unit.

### D. One (1) Arson Investigator (Detective)

1. Will report to the Detective Lieutenant and be physically moved and integrated into the Detective Division.
2. Will be assigned non-arson related detective duties on a ☐conditions permitting☐basis as determined by Division Supervision.
3. This is a ☐transition position.☐When the current incumbent vacates the position for any reason, its duties will be assumed by the Detective Bureau as a whole and the position will be abolished.
  - a. After this transition is thus completed, the position of Arson Investigator will become the twelfth Detective position

### E. Twelve (12) Detectives

1. Three of the Detectives will be assigned to the night shift

### F. Juvenile Officers

1. Will report to the Non-Uniformed Captain
2. Unit comprised of:
  - a. 1 Juvenile Officer Supervisor
  - b. 4 Juvenile Officers

## VII. ADMINISTRATIVE SUPPORT DIVISION

### A. Administrative Lieutenant (1)

1. will be responsible for administrative support for all Divisions within the Department

2. will report directly to the Non-Uniformed Captain
3. will have no "line" duties
4. will perform duties of Crime Prevention Officer
5. with the exception of the clerical employed directly in the office of the Chief of Police, will serve as Supervisor for all clerical and civilians employed to serve the Department.

B. Clerical Employees within Division

1. Existing clerical support staff to be supplemented by the employment of additional clericals as described below.
2. Criminal Information Specialist
  - a. formerly Evidence Room Custodian
    - (1) FOP agrees that this bargaining unit work shall be forfeited to civilian employees in exchange for assigning police officer currently performing those duties to perform traditional primary police patrol functions.
  - b. Job description attached
  - c. Appointment subject to modification of budget
  - d. Civil Service Regulations to be amended to provide for Civil Service appointment and initial selection
  - e. Initial appointment subject to approval of the Strategic Implementation Committee
3. Grant Writer
  - a. job description attached
  - b. Civil Service Regulations to be amended to provide for Civil Service appointment and initial selection
  - c. appointment subject to modification of budget

## **VIII. TRAINING AND SPECIAL SERVICES DIVISION**

### **A. One (1) Training and Technical Services Captain**

1. Shall be responsible for the development and administration of the training program within the Department
2. will report directly to the Chief
3. duties will be expanded to direct and coordinate technical services for the Department, including assumption of the duties and responsibilities of Bomb Disposal and Armorer
  - a. The provision of collective bargaining agreement requiring the Armorer to be a Patrol Officer is waived by the FOP.
4. When the current incumbent Captain vacates the position for any reason, its duties will be assumed by the Detective Bureau as a whole and the position will be abolished and replaced with a Lieutenant of Training who shall report to the Non-Uniformed Captain.

### **B. One (1) Sergeant of Training**

1. Certified position to be selected by competitive written examination administered by Civil Service Commission with oral examination administered by qualified outside expert (Training Officer from another comparable or larger Police Department, etc.)
  - a. Applicant must have either five years of experience in Patrol Division or have held the rank of Sergeant or Detective
  - b. Civil Service Commission Rules to be appropriately amended.

## **IX. PATROL WORK SHIFT**

### **A. The Patrol Division will work fixed shifts.**

### **B. The basic structure of the fixed shifts will be:**

1. 7A □ 3P (□A□Shift)
2. 3P □ 11P (□B□Shift)



3. 11P □7A (LC□Shift)
4. 8P □4A (D□Shift)
5. Distribution of sworn personnel on the fixed shift structure will be as follows:

|                        |           |           |          |           |
|------------------------|-----------|-----------|----------|-----------|
| <b>Captain</b>         | <b>1</b>  |           |          |           |
| <b>Lieutenant</b>      | <b>1</b>  | <b>1</b>  |          | <b>1</b>  |
| <b>Sergeant</b>        | <b>4</b>  | <b>4</b>  |          | <b>4</b>  |
|                        |           |           |          |           |
| <b>Patrol Officers</b> | <b>25</b> | <b>35</b> | <b>7</b> | <b>25</b> |
| <b>Corporal</b>        | <b>2</b>  | <b>2</b>  |          | <b>2</b>  |
| <b>TOTAL</b>           | <b>33</b> | <b>32</b> | <b>7</b> | <b>32</b> |

- C. The foregoing distribution shall include 12 officers and two Supervisors working the A, B and C shifts on weekdays and 11 officers for each shift on the weekend, with two (2) patrol officers on each of the three shifts in the Highway Unit to provide extra assistance to the Patrol Division in the event of an emergency.
- D. Patrol Corporals
  1. Effective upon the ratification of this Agreement, the City shall fill by competitive examination six vacancies in the rank of Patrol Corporal.
  2. Two such Corporals shall be assigned to A, B, and C shifts.
  3. Corporals shall perform the duties of a Patrol Officer. In addition thereto, the Corporals shall fill in for the missing shift supervisor on the shift to which the Corporal is assigned.
  4. Corporals shall bid for days off after the Sergeant and will not be permitted to bid in a manner so as to result in more than one person being off on the same shift per set of days.
- E. There shall be one (1) Lieutenant and four (4) Sergeants on the A, B, and C Shifts.

1. The overlap of the D shift ([Power Shift]) would provide the supervision for that shift.
- F. The FOP's agreement to work the fixed shift structure is contingent upon the following agreement of the City:
1. The Fixed shift structure will commence on January 1, 1995.
  2. The Fix shift structure is being utilized on an experimental basis for a period of one year. If prior to October 31, 1995 either party should so notify the other in writing of its desire to terminate the experiment, the shift structure in effect in 1994 shall automatically be reinstated as of January 1, 1996.
  3. The FOP's agreement to modify its shift structure is in consideration of the City's agreement to execute and comply with this Agreement.
- G. In order to accomplish the distribution of personnel as set forth hereinbefore, the Patrol Shifts shall be bid in accordance with the following principles:
1. Shifts will be bid by seniority with a requirement of 26 officers on the A, B and C shifts.
  2. In the bidding process the parties shall first determine that there are sufficient available officers to first fill the required complement, i.e. the minimum of 26 officers per shift or a maximum of 27 per shift. If there is not a sufficient available number, the required shifts shall be filled first.
  3. D Shift shall be staffed with a minimum of 7 officers and a maximum of 10.
  4. To the extent that the A, B or C shifts thereafter during the year fall short of the 26 minimum staffing, officers from the D shift shall be transferred to maintain minimum staffing.
  5. In drawing officers from the D shift to maintain the minimum staffing levels, the City shall first offer the opportunity by seniority to the D shift officers to fill the vacancies. If none, or not a sufficient number, accept, then the vacancies shall be filled by requiring the least senior to transfer.
  6. Once vacation are selected, the selected vacation shall be honored by the City regardless of whether the officer remained on his originally-selected shift.

7. If an officer returns to A, B or C shift from illness, injury or otherwise so as to increase the number to or beyond the minimum, the officers who had been displaced from D shift, whether by choice or involuntarily, shall be offered by seniority the opportunity to return to D shift. If none choose to return, the least senior officer who had been displaced from D shift shall be required to return.

## **X. SPECIAL DUTY**

- A. Article XXI, Section 10 of the collective bargaining agreement shall be amended by:

1. Deleting the phrase "a maximum of ten per cent (10%) of the total police force" appearing in the first sentence thereof and substituting in its place the following "a maximum of eight (8) bargaining unit members"; and
2. Adding the following as a new subsection (C):

"Special duty" shall include officers assigned to the Drug Unit, the School Crossing Supervisor/DARE Officer/ the Warrant Officer, the Chief's Clerk and the Auto Theft Officer.

## **XI. ACTING PAY**

Article II, Section 3 of the collective bargaining agreement shall be amended by adding the following phrase to the existing language.

"to cover an absence for any reason contemplated to be of thirty days or more on the part of the higher ranked officer"

## **XII. ADDITIONAL POSITION RESPONSIBILITY MODIFICATIONS REASSIGNMENTS**

- A. Service of Warrants

1. The remaining one (1) Warrant Officer will continue to perform those duties as a Special Duty assignment

- B. Traffic Officer

1. Daily public contact will be filled by civilians to be employed by City.
2. Upon execution of this Agreement, City will terminate utilization of police officer for completing a full accident report for ☐non-reportable☐ accidents. A short form procedure will be thereafter utilized.
  - a. Forms will be available at officer or be mailed to citizens
- C. Armorer/Bomb Squad duties previously performed by Patrol Officers are to be combined into Division of Training and Special Services.
- D. ☐School Crossing Guard Supervisor/DARE Officer☐
  1. will remain in Chief's office
  2. selected outside the seniority system as provided in the Collective Bargaining Agreement.
- E. The additional police officers made available for patrol by virtue of the implementation of this Agreement shall be utilized solely to perform traditional police patrol functions by vehicle and shall not be utilized, without the explicit agreement of the FOP, to perform ☐walking beat☐or any other police function that is not in effect as of the date that this Agreement is ratified.

### **XIII. CIVILIANIZATION OF POLICE DEPARTMENT FUNCTIONS**

- A. FOP agrees that designated bargaining unit work historically performed by Police officers may be performed by civilian employees to be employed by the City.
- B. With the exception of the civilians working directly for the Chief of Police and Deputy Chief, all Civilians will be under direct command of Administrative Support Lieutenant.
- C. With the exception of the civilians working directly for the Chief of Police and Deputy Chief, civilian clericals will work in ☐pool☐concept without specific task dedication.
- D. To the extent necessary, additional civilians will be equipped with office equipment and other necessary supplies from fund, in accordance with the Recovery Plan developed by the PEL and will be phased into operation on a regular periodic basis over the course of the 1995, 1996 and 1997 fiscal years.
- E. Civilians will work two shifts structured to meet the needs of the officers and

detectives that they will serve.

- F. Distribution of additional civilian employees within the Police Department as compared to existing complement.

G.

|    |   | <b>CURRENT</b> | <b>PROPOSE</b> | <b>ADD</b> |
|----|---|----------------|----------------|------------|
| 1. | Criminal Information Spec.                                | 0              | 1              | 1          |
| 2. | Clerk/Typist Detectives <input type="checkbox"/> days     | 1              | 1              | 0          |
| 3. | Clerk/Typist Detectives <input type="checkbox"/> Evenings | 0              | 1              | 1          |
| 4. | Records/Administration                                    | 4              | 6              | 2          |
| 5. | Training  | 0              | 1              | 1          |
| 6. | Deputy Chief/Captains                                     | 0              | 1              | 1          |
| 7. | Desk (2 for 2 shifts)                                     | 0              | 4              | 4          |
| 8. | Grant Writer  | 0              | 1              | 1          |
|    | <b>TOTAL</b>  | <b>5</b>       | <b>16</b>      | <b>11</b>  |

#### **XIV. RULES AND REGULATIONS/POLICY MANUAL**

- A. It is recognized and agreed that the SIT shall continue its current development of the revised Rules and Regulations of the City of Scranton Police Department and that every reasonable effort shall be made to accomplish this goal within the immediate future.
- B. Upon adoption of such Rules and Regulations by the City, members of the Department shall be provided with adequate training with regard to the content of those Rules before they become final and binding upon such Officers.

#### **XV. POLICE DEPARTMENT JOB DESCRIPTIONS**

- A. The parties agree that as soon as practicable subsequent to the execution of this Agreement, a Request for Proposal shall be issued for the purpose of providing an

expert to assist in the preparation of modern job descriptions for each bargaining unit position within the Department.

**XVI. AGREEMENT SUBJECT TO RATIFICATION**

- B. It is recognized and agreed that this Agreement shall not become effective unless and until it is approved and ratified by the appropriate representatives of the City of Scranton Scranton and by the general membership of the FOP.

**CITY OF SCRANTON**

by:

\_\_\_\_\_  
May 20, 1999

Date

**E.B. JERMYN LODGE NO. 2  
FRATERNAL ORDER OF POLICE**

by:

\_\_\_\_\_  
5-28-99

Date