

**MASTER CONTRACT
BETWEEN**

CITY OF ERIE
Erie, Pennsylvania

AND

**ERIE FRATERNAL
ORDER OF POLICE,
LODGE #7**

January 1, 2017 – December 31, 2020

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ARTICLE I

PREAMBLE

This Master Contract entered into, by and between the City of Erie, hereinafter referred to as the "City and Lodge #7, Fraternal Order of Police, hereinafter referred to as the F.O.P."

All benefits now provided by the City and contract provisions as they have been negotiated and agreed upon by the parties during their current negotiations are encompassed within this award except as some of them are changed and modified hereby. All other demands are either withdrawn or denied.

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ARTICLE II

RECOGNITION

The City recognizes the Fraternal Order Police, Erie FOP Lodge # 7 as the exclusive representatives of all professional police officers. This representation is for the purpose of establishing salaries, and other conditions of employment for all professional police officers.

Definitions

- A. The term "OFFICER" when used hereinafter in the contract shall refer to all sworn professional police employees regardless of rank.
- B. The term "CITY" shall refer to the City Administration, including the Mayor, his representatives and the City Council.
- C. The term "F.O.P." as hereinafter used, shall refer to Erie F.O.P. Lodge #7, its officers and members.
- D. The term "EMERGENCY" means a situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate attention.
- E. "WRITTEN ORDER" shall be defined as any general order, special order or directive establishing a policy or procedure.
- F. "SENIORITY" is preference or priority achieved by length of service from date of hire and shall prevail in layoffs, promotions, vacation picks and postings.
- G. Special duty and/or special assignment is defined as any duty or assignment which is assigned to an officer, including supervisory personnel, by either the Mayor or the Chief of Police. Special duty involving the same individual shall not last for more than 120 working days in any one calendar year without the duty being posted in conformity with Article XVIII, unless secrecy is an element of the assignment. When special duty and/or a special assignment is given to an officer covered under the terms of this agreement, the F.O.P. President will be notified of the assignment within twenty-four (24) hours.
- H. The term "RETIRED" shall be defined as an Officer who has met the eligibility requirements for the police pension fund, and applied for or is collecting those pension benefits.
- I. When used in this contract, "he" shall mean "he" or "she".

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ARTICLE III

F.O. P. RIGHTS

- A. The F.O.P. and its representatives shall be allowed to use the Blue Room at Police Headquarters at reasonable hours for meetings with the approval of the Chief of Police and in accordance with established use of building procedures.
- B. (1) Whenever any representative of the F.O.P. is required to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss of pay. The representative shall give his immediate supervisor advance notice of the starting and finishing time of such meetings. Immediately following Union business during working hours, the F.O.P. representative shall submit the proper form to the Division Commander/Deputy Chief specifying the date, starting time and finishing time of such meetings.
- (2) The President of the F.O.P. shall be allowed to investigate grievances or complaints which come to his attention, during working hours, without loss of pay.
- C. The F.O.P. shall have the exclusive use of the bulletin board in the basement locker room with a copy of any posting to be submitted to the Chief of Police. No material of a derogatory or inflammatory nature shall be posted.
- D. (1) The City agrees to deduct from the salaries of officers who are members of the F.O.P., dues and assessments on a monthly basis, as certified by the secretary of the F.O.P., provided the officer has signed an appropriate deduction authorization form.
- (2) Said dues are to be deducted from the first paycheck in each calendar month and shall be deposited with the secretary of the F.O.P. before the end of the month in which said dues were collected.
- (3) The F.O.P. shall hold the City harmless from any liability for actions it may take to comply with this provision.
- E. When requested, the Chief of Police shall meet once a month with no more than five representatives of the F.O.P. to discuss matters of mutual concern. The agenda of each meeting is to be submitted five days prior to said meeting. All departmental notices and directives shall be sent to the President of the F.O.P., or his designee, prior to issuance, and consultation shall be held on those requested by the F.O.P. President, or his designee.
- F. Any officer who is a member of the Board of the F.O.P. shall be allowed to attend an F.O.P. meeting during working hours without loss of pay. The President and the Secretary of the F.O.P. shall be permitted to attend either state or national conventions for a period not to exceed one (1) week without loss of pay. The President and Secretary will be permitted to attend the summer and winter Board Meetings and Third Class City Meetings of the State F.O.P. Lodge without loss of pay. In no case will any of the above officers be permitted more than a total of ten (10) days off annually.
- G. As long as the President of the F.O.P. holds the rank of sergeant or below, he shall be assigned to the day shift during his term in office.

- H. Notice of Disciplinary Action – No dismissal, demotion, transfer, reassignment or other personnel action which might result in a loss of pay or benefits or which might be considered a punitive measure shall be taken against a law enforcement officer of the City unless he is notified thereof and provided with the reasons therefore prior to the effective date of such action in writing and hand delivered with written receipt of delivery. There shall be no retaliation against an employee by reason of the exercise by him of the rights granted him by this agreement. Furthermore, immediate disciplinary action may be imposed for infractions or violations in situations where delay could injure the discipline, morale, reputation or good name of the Bureau of Police. Criminal infractions of the level of misdemeanor or felony, excluding traffic related offenses, shall be cause of immediate suspension without pay.
- I. Grievance Procedure – The procedure for handling a grievance of law enforcement officers shall be as in Article XV.
- J. During the interrogation of an officer as part of an investigation of suspected criminal conduct.
- (1) The officer, shall be entitled to have one representative of his choosing present.
 - (2) A police officer, whether a subject or a witness, must be informed of the nature of the interrogation at the outset of the interrogation.
 - (3) If the interrogation officer prepares a written statement, a transcript is taken, or mechanical or electronic record is made, a copy of same must be given to the interrogated police officer, without cost, upon receipt.
 - (4) Any police officer under interrogation, who is under arrest or is likely to be placed under arrest as result of the interrogations, shall be completely informed of all of his rights prior to the commencement of the interrogation.
 - (5) The specific reasons for discipline or discharge should not normally be the subject of public comment by the City without the consent of the police officer.
- K. (1) No officer shall have any comment adverse to his interest entered in his personnel file, or any record kept at his place of employment, without the officer having first read and signed the document containing the adverse comment indicating he is aware that such comment is being placed in his personnel file or other place of recordation of such comments, except that such entry may be made if, after reading such instrument containing any adverse comment, the officer refuses to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign such instrument and refused to do so.
- (2) Any officer shall have thirty (30) days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to and shall accompany the adverse comment.
 - (3) When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

- (4) When any citizen complaint (a) alleges facts which if true could not lead to a criminal charge, and (b) is filed beyond the legal time limits for filing a civil complaint on such facts, then the complaint shall be classified as unfounded or stale, and the accused police officer shall not be required to submit a written report, but he shall be notified orally or in writing of such claim.
- L. When a police officer is suspended for a matter which does not involve a criminal offense, the Chief of Police shall have the option of having the officer work an extra day without pay or having the officer suspended without pay for each day of the applicable suspension period.
- M. Expungement of Records – Effective January 1, 2002, any disciplinary action taken against an officer and placed in his file including all written reprimands and notes of verbal reprimand along with suspensions of three days or less shall be expunged after two (2) years. All suspension of four days or more shall be expunged after four (4) years.
- N. When an officer for any reason is being investigated, the investigation shall be conducted by an officer of a rank higher than the officer under investigation. This is to include traffic accidents while on or off duty. Any suspension notice will be served by an officer of a higher rank than the officer being served with the suspension notice. (For purpose of this section ranks shall be patrolman, corporal, sergeant, lieutenant, captain, deputy chief, chief).
- O. All rules, regulations and procedures of the Erie Police Department shall be reviewed every six (6) months and updated with consultation between the City and the F.O.P. if said rules, regulations and procedures are to be changed in any substantive manner.

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ARTICLE IV

HOURS OF WORK

- A. (1) The regular hours of work shall be eight (8) hours consecutive with 2,080 hours in a calendar year and 260 workdays per year, and the salary shown in Appendix A is based upon same. If, because the work schedule of an officer runs in a calendar year, and the officer works over 260 days for that calendar year, the additional day or days shall be paid as straight time in addition to his normal salary. The City agrees that the officer's salary will be paid in the calendar year.

The 4-2 schedule which is currently in effect in the traffic division shall be continued in effect during the term of this agreement unless changed by mutual agreement of the parties and also shall be administered to insure that in each calendar work year, each police officer working a 4-2 schedule shall provide at least 2,080 hours of straight time work for the City consistent with the provisions of Article IV-A (1). Any additional hours required to be worked to meet the 2,080 hour requirement, may be assigned as training time, overtime, or court time, and shall be scheduled by the City. Such hours in addition to the 4-2 schedule shall not be paid at an overtime rate.

- (2) All officers shall be required to rotate shifts. In most cases, officers will not be required to work one shift for more than one (1) month without their consent. The Chief of Police may assign officers to a shift for periods of more than one (1) month on an as needed basis, provided he first requests volunteers to perform the work. If there are no volunteers or if an insufficient number of qualified volunteers are available, the Chief may assign a qualified officer or officers to perform the duty in reverse order of seniority.

B. Pay Period

- (1) A pay period shall consist of eight (8) hours; ten (10) workdays, with no more than six (6) days consecutive, except for the 4-2 schedule.
- (2) The salary of officers shall be paid biweekly on Friday of the appropriate week. In the event this day is a holiday; the preceding City workday shall be the payday.

C. Shift Differential

Any officer required to commence a work shift between 1200 and 0600 shall be paid a shift differential of (3.25%) of his normal hourly pay.

Effective 1/1/05, all shifts between 1200 hours and 1759 hours will be paid a shift differential of 3.25%. Those shifts beginning after 1800 hours but before 0600 hours will be paid a shift differential of 4%.

D. Overtime

- (1) Any officer who works longer than his regular shift hours per shift, will be compensated at a rate of one and one half (1-1/2) times his normal hourly pay for that time, with an understanding that a fifteen (15) minute grace period must expire before such overtime is acquired.

- (2) Compensatory Time – Effective January 1, 2002, compensatory time at the rate of one and one-half hours for each hour worked, shall be granted in lieu of overtime pay at the election of the officer. An officer will be permitted to accumulate up to sixty (60) hours of compensatory time. The time shall be used at the officer's discretion, consistent with manpower needs and prior approval by the supervisor, which shall not be unreasonably withheld providing the use of compensatory time shall not impact the ability of the Department to maintain the established minimum staffing requirements for officer safety, which shall be determined by the Chief of Police
- (3) Any officer entitled to overtime pay shall be compensated for such overtime in the next pay period immediately after the overtime occurs.
- (4) Call Time – An officer who has been called to work outside of his regular shift schedule shall be guaranteed a minimum of four (4) hours at regular rate, or one and one-half (1-1/2) times the hours worked, whichever is greater.

E. Court Appearance

- (1)
 - a. Any officer required to appear before a District Justice because of action taken in line of duty shall be compensated with a minimum of two (2) hours pay at one and one-half (1-1/2) times his normal hourly rate, but in no event is the officer to be compensated for additional hearings if those hearings occur within the initial 2 hour compensatory call in period.
 - b. Any officer required to appear before County Court or Federal Court because of action taken in the line of duty shall be compensated with a minimum of three (3) hours' pay at one and one-half (1-1/2) times his normal rate. Should an officer who is working second or third shift be required to appear in Court for the morning shift only, he shall be paid as above. However, should such appearance continue into the afternoon session, that session shall be considered separate from the morning session and paid as above. In the alternative, the appropriate supervising officer, at his discretion may schedule the officer off duty for his normally scheduled second or third shift, and the Court appearance shall constitute his duty for the day and he shall be paid at straight time. In no event is the officer to be compensated for additional hearings if those hearings occur within the initial three (3) hour compensatory call in period.
 - c. If more than one hearing is attended within the compensatory call-in period, the officer will receive compensation for the greater court only, regardless of location or type of hearing.
- (2) The above compensation is in consideration of time spent outside the regular workweek.
- (3) All fees paid to the officer by the Court will be placed in the City of Erie General Fund.

ARTICLE V

HOLIDAYS

A. The following days will be considered as paid holidays for each officer.

1. New Year's Day
2. M. L. King's Birthday
3. Good Friday
4. Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Christmas Day
10. President's Day
11. Veteran's Day

B. Such compensation shall be in addition to, and not in lieu of any other compensation provided under the terms of this agreement.

Any officer working on a holiday shall be paid one and one half (1 & ½) times his regular rate plus the Holiday pay.

C. In accordance with the above, any officer who actually works four (4) days in a holiday week will receive his normal salary for that week and any officer who actually works five (5) days in a holiday week will receive one (1) additional day's pay in addition to his normal salary for such week.

D. Comp. Time Use:

- (1) Officers otherwise scheduled to work on a holiday may on the prior approval of their supervisor, the Chief or Public Safety Director, as the case may be, utilize accumulated comp. time.
- (2) Utilization of comp. time on a holiday shall be conditioned upon the City's determination, in its sole discretion, that manpower requirements will not be jeopardized or otherwise adversely affected.
- (3) The officer authorized to use comp. time on a holiday shall be paid the holiday pay ~~as if he/she had actually worked~~ and the comp time pay only at straight time.

E. Volunteer Day Off:

- (1) Upon the request and offer by any Supervisor, the Chief or Public Safety Director, any officer shall be permitted to volunteer not to work on a holiday.
- (2) The request for volunteers not to work on a holiday shall be at the sole discretion of the City as dictated by the manpower requirements it deems necessary.
- (3) Offers to volunteer not to work on a holiday shall be made on the basis of seniority.
- (4) Any officer volunteering not to work on a holiday shall be paid holiday pay, but not regular pay for that day.

F. Vacation Day Use:

- (1) Officers otherwise scheduled to work on a holiday, on the prior approval of their Supervisor, Chief or Public Safety Director, may utilize an accumulated vacation day.**
- (2) The utilization of a vacation day on a holiday shall be conditioned upon the City's determination, in its sole discretion, that manpower requirements will not be jeopardized or otherwise adversely affected.**
- (3) The officer authorized to use a vacation day on a holiday shall be paid the holiday pay and the vacation pay only at straight time.**

ARTICLE VI

VACATIONS

A. Eligibility and Allowances

- (1) All Officers (current as well as new hires) shall start to earn vacation allowance as of January 1, 2013 and each year thereafter. New Officers shall start to accrue vacation as of the date of hire which then may be used as of January 1st of the year following the year in which they are hired. Officers hired before 2009 with less than 20 years of service will be exempt from this provision until January 1, 2014 when the provision applies to all officers
- (2) Vacation allowances shall be earned annually.

1 year	-	10 days
2 years	-	10 days
3 years	-	12 days
6 years	-	13 days
8 years	-	15 days
Over 10 years	-	one additional day for each year of service over 10 to a maximum of <u>25-30</u>

B. Vacation Pay

- (1) The rate of vacation pay shall be based on the officer's normal hourly rate with night shift differential added according to the percentage of time the officer works the night shift during the year.
- (2) Each officer may elect, at his own discretion, to receive his vacation pay no later than one (1) day before his vacation begins in one lump sum, or may elect to receive it in the normal manner of distribution.

C. Choice of Vacation Periods

- (1) Vacations shall be selected by seniority within each designated unit or division. Vacation pick may be chosen all at one time. However, officers with ten (10) vacation days or less will be required to pick at least one vacation period (work week). Officers with 10 – 14 vacation days will be required to pick two (2) vacation periods. Officers with 15 or more vacations days must pick at least three (3) vacation periods.
- (2) Extra vacation days shall be scheduled at times mutually approved by the City and the officer.
- (3) The term "UNIT" shall mean each specialized group in the Bureau with each patrol division shift serving as a unit. Examples of units are; detective, juvenile, I.D., K-9, and traffic, FTO's, Q unit, Family Crisis.
- (4) If a paid holiday occurs during an officer's vacation period, he shall be compensated for the vacation and the holiday only at straight time.

D. Scheduling of Vacation

- (1) Vacations shall be scheduled on a year round basis from January 1st through December 31st.
- (2) By November 1st of the year preceding the year that vacations are to be taken, a sign-up sheet shall be posted and vacations shall be picked by seniority, with all vacations picked by December 31st of that year.
- (3) In cases of emergency when vacations must be rescinded, the vacations will be rescheduled at the earliest convenience, at a time mutually approved by the City and the officer.
- (4) Any officer who retires from the bureau prior to taking his vacation shall be compensated in cash for the unused vacation he has accumulated at the time of separation.
- (5) All vacation periods will start on Monday morning and end on Sunday evenings.
- (6) An officer who becomes ill during his vacation will not be charged annual leave for the period of serious illness or hospitalization, provided he furnishes satisfactory proof of such illness to the City immediately.
- (7) If an officer dies before he has taken his vacation, his designated beneficiary or estate shall receive that officer's unused vacation pay.
- (8) If any officer whose status is "I.O.D." and his vacation period falls during this time, he shall be able to reschedule his vacation at his discretion if at all possible.
- (9) If after the vacation schedule is completed, two officers find it necessary or convenient to trade vacation periods, such trades shall be allowed provided both officers are on the same shift and have the same duty assignment, and subject to the approval of the Chief.
- (10) Each patrol division shift shall have a maximum of two (2) men off per vacation period provided two (2) or more qualified men request vacation.

ARTICLE VII

SICK LEAVE

A. Allowance

- (1) Any officers contracting or incurring any non-service connected sickness or disability, which renders such officer unable to perform the duties of his employment, shall receive sick leave with pay.
 - (2)
 - a. Officers hired before January 1, 1987 shall earn twenty-five (25) days sick leave after six (6) months of working service. An additional twenty-five (25) days sick leave will be earned for each year of service thereafter and shall be permitted to accumulate an unlimited number of sick days. The pool, of accumulated sick days are to be kept separate from the twenty-five (25) days given each year and to be used only after the twenty-five (25) days from that calendar year are used.
 - b. Officers hired on or after January 1, 1987 shall earn ~~fifteen (15)~~ twenty (20) days sick leave after six (6) months of working service. An additional ~~fifteen (15)~~ twenty (20) days sick leave will be earned for each year of service thereafter. The pool of accumulated sick days to be kept separate from the ~~fifteen (15)~~ twenty (20) days given each year and to be used only after the ~~fifteen (15)~~ twenty (20) days from that calendar year are used. There shall be no proration of sick days for newly hired officers.
 - c. Officers may use up to three days sick leave in any calendar year where sickness or accident in the immediate family requires the officer's absence from work (see Article IX, 1 (a) for definition of immediate family). The City may require proof of such illness in the family.
 - d. Sick Leave Buy Back – Effective January 1, 2017, for all officers retiring leaving the City of Erie due to a non-disciplinary separation after that date, an officer shall be paid for unused sick days at the following rates:

0-150 days	25% of the total value of the days
151-200 days	40% of the total value of the days
201-250 days	50% of the total value of the days
251 or more days	75% of the total value of the days
- There shall be no limit to the number of sick days that can be accumulated. Officers can earn one day additional vacation time for every five days of unused sick leave in excess of 150 days. However, the utilization of a vacation day earned through the use of sick days cannot generate the payment of overtime.
- e. Sick leave is to be used for the purposes stated in this contract. An officer who used sick leave for any other purpose shall be subject to disciplinary action up to and including discharge.
 - f. Any officer because of health or physical condition who is unable to perform the normal police function, shall be, where possible, placed on light duty, as provided for, paragraph B (6) of this Article.

(3) a. REPORTING OFF DUTY

- (1) Any officer who is unable to report for duty because of illness or injury must notify the officer in charge at least one hour before the start of his/her scheduled work shift.
- (2) The OIC shall be informed of the nature of the illness or injury. This information shall be recorded on the prescribed form and forwarded to the attention of the Division Commander and Chief.
- (3) If an officer reports to work and leaves due to illness before four hours are worked, one-half day of sick leave shall be charged. However, after reporting to work if he leave work after four hours the balance of the day will be charge to sick time, however, in no event shall the sick time charged be less than four (4) hours.

b. NOTICE – MEDICAL CERTIFICATION

- (1) An officer who is hospitalized shall immediately notify the officer in charge of his admission, diagnosis, prognosis, and date of discharge and expected date of return to work.
- (2) If an officer intends to be absent due to illness and is not hospitalized, he or she shall notify, as soon as possible, in advance of his or her next shift, the Officer in Charge of the new expected return date.
- (3) Unless circumstances dictate otherwise, an officer unable to return to work by his or her expected return date shall notify the officer in charge of the new expected return date.
- (4) Upon return from any absence, which extends three days or more, the officer must submit a certificate from his physician certifying the cause of his disability and his ability to return to duty. The officer may be required to submit to a physical examination by a physician of the City's choice.
- (5) Any restrictions, such as light duty restrictions, must be stated with particularity by the attending physician. An officer will be required to return to duty subject to such restrictions if work is available within the restrictions. This also applies to an officer who is injured on duty.
- (6) Light duty restrictions are intended to apply only for a period of rehabilitation and cannot be honored for extended periods of time. Extended periods of such partial disability will be reviewed on a case by case basis and handled appropriately.

c. LIGHT DUTY POLICY FOR CITY OF ERIE POLICE OFFICERS

- (1) The purpose of this policy is to return police officer, who have been temporarily disabled as a result of either work related or non work related injuries or illness, to productive activity. This will be done in an effort to return the police officer to full and normal duty, by providing the individual light duty for a reasonable period of time, based on the individual circumstances, within the City of Erie Police Department

operations. However, employees will be limited to working at Modified Duty for a period of twenty-four (24) consecutive months for an illness or injury covered under Heart & Lung. Employees who have an illness or injury that is not work related will be limited to working light/modified duty for a period of twelve (12) consecutive months. Employees who exceed the twelve or twenty-four month period (whichever is applicable) will be sent for an IME (Independent Medical Exam) at the employer's expense. If MMI (Maximum Medical Improvement) is determined to have been reached, the employee will be placed on Medical Leave until an appropriate resolution can be reached, i.e. Workers' Compensation or Non-work related disability Pension. If MMI has not been reached the employee may be returned to light duty status and be re-evaluated in six months under the terms of the Workers' Compensation Law. In the case of an officer who is injured on duty, the officer will be required to perform light duty (as defined below) as made available by the City and as consistent with restrictions on medical releases.

- (2) As used herein, the term "light duty" shall mean duties within the Police Department that have traditionally been performed, in whole or in part by members of the bargaining unit (unless otherwise agreed to by separate agreement).
- (3) Light duty may involve light to moderate sedentary duties and may consist of light filling and sorting or any other general office duties including, but not limited to answering the phone, telephonic investigations, attending to minor errands, projects and chores, at the direction of the Police Chief, or his designee. Light duty will provide the police officer with the option of sitting, standing, walking, resting, or as otherwise directed by the individual's treating physician.
- (4) In the event that more than one police officer becomes eligible for light duty and there are not a sufficient number of light duty positions available, the position will be filled as follows:
 - a) Senior police officer whose injury/illness resulted from a work related incident.
 - b) Senior police officer whose injury/illness was not work related.

It is understood, however, that an officer whose injury/ illness was not work related will not be removed from a light duty position in order to make the position available for an officer whose injury was work related.

- (5) Police officers who are assigned to light duty shall be permitted (consisted with their limitations and manpower availability), to participate in training and attend union business. They will also be afforded sufficient time to attend to their disability related medical needs, including, but not limited to doctor's visits, medical tests and physical therapy.
- (6) Light duty police officer will not be assigned to street patrol duties or other physically taxing emergency duties. Light duty police officers will

be paid their pre injury wage. This will include shift differentials and bonus pay (i.e., motorcycle, K-9, and family crisis) only.

- (7) Upon being released by the attending physician to return to full unrestricted duty, the affected police officer shall return to the same position that he held prior to incurring the disability.
- (8) Police officers who cannot perform light duty work for a reasonable period of time, will remain off of work until they are able to physically return to work, either on limited or full duty, as previously described in this policy.

d. VISITATION

The City may contact or visit an officer who is absent on sick leave at any time to verify his disability and to provide any help or assistance that may be appropriate.

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ARTICLE VIII

LEAVE OF ABSENCE WITHOUT PAY

A. Eligibility Requirements

- (1) An officer shall be eligible for leave of absence after the first (1st) forty-eight (48) months of service are completed.
- (2) An officer may be granted a leave of absence without pay if the requirements of the Police Department permit, subject to the approval of the Chief of Police and the Safety Director. Leaves of absence will not be granted for the purpose of trying another position, venturing into or operating a business.

B. Application for Leave of Absence

- (1) Any request for a leave of absence shall be submitted in writing by the officer to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the officer desires.
- (2) Authorization for a leave of absence shall be furnished to the officer by the Chief of Police or his designee and shall be in writing.

C. Miscellaneous

- (1) A leave of absence, under this Article, shall be defined as a period of time off, up to, but not exceeding, one (1) year, without pay.
- (2) During a leave of absence, the officer shall maintain his seniority.
- (3) It is not the intent of this Article to deprive any individual from his or her right to earn a living provided that the primary reason for the leave of absence is not to try another line of work or start a business.
- (4) An officer who is elected or appointed, as an F.O.P. official or representative must, at the written request of the officer, be granted leaves without pay for the maximum term of office, but not to exceed two (2) years. Such leaves shall be renewed or extended pursuant to the written request of the F.O.P. and the City.
- (5) Five (5) members of the F.O.P. elected, as official delegates for the annual conference of the F.O.P. shall be granted up to three (3) weeks leave without pay each year where such time is necessary to attend the annual conference.
- (6) After completing forty-eight (48) months of service, an officer will be granted a leave of absence without pay for educational purposes when the courses are not available in the City of Erie, and if job related.
- (7) When a leave without pay is granted for reason of illness, the officer will be guaranteed his job upon return provided he has a doctor's certification from a licensed medical professional stating that he is able to return to the job.

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ARTICLE IX

FUNERAL LEAVE

- (1) a. All police officers shall be allowed five (5) working days absence with full pay, beginning with the date of death, in each case of death of a member of the immediate family. The term "immediate family" shall be understood to include the following; mother, father, brother, sister, son daughter, spouse.
- b. In other cases: grandmother, grandfather, grandson, granddaughter, son-in-law, daughter-in-law, parent-in-law, step parent, step child or near relative who resides in the same household, a maximum of three (3) days absence will be allowed with pay through the day of the funeral. Days not scheduled as workdays will be counted but not paid.
- (2) In all cases of death of near relative: aunt, uncle, niece, nephew, brother-in-law and sister-in-law, the officer will be allowed one (1) full day absence with pay on the full day necessary to attend the funeral.

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ARTICLE X

FAMILY LEAVE ACT

In accordance with the federal Family and Medical Leave Act (FMLA) of 1993, eligible employees may be granted a total of 12 work weeks of unpaid leave during a 12 month period for:

- 1) The birth of a child, or placement of a child for adoption or foster care.
- (b) A serious health condition of the employee that makes him/her unable to perform the functions of the positions; or
- (c) A serious health condition of a spouse, son, daughter, or parent.

For purposes of this section, the 12-month FMLA period during which an employee is entitled to leave is measured forward from the date of the employee's first leave during the 12 month period after the leave begins. Intermittent leave may be permissible under certain circumstances. The next 12-month period will begin the first time the employee requests FMLA leave after the completion of the previous 12-month period.

FMLA leave under this policy is generally unpaid leave. If, however, the employee is eligible for any paid leave under any other benefit programs such as accrued vacation, unused sick or personal days, the employee will be required to exhaust the paid leave upon the commencement of, and concurrently with, FMLA leave unless the employee's own serious health condition has caused the leave and the employee is receiving Heart and Lung benefits. Paid leave will run concurrently with and be counted toward the employee's total (12) twelve-week period of FMLA leave.

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ARTICLE XI

PERSONAL LEAVE

- A. Every officer shall be entitled to ~~two~~ three days personal leave per year. Such leave shall be used for matters, which cannot be scheduled outside working hours and shall result in no loss of pay.
- (1) The officer desiring to use personal leave time shall notify his superior at least seventy-two (72) hours in advance, except in cases of emergency.
 - (2) It is understood that personal leave will not be used for vacation days, but may be used for sick leave if the officer has used all of his sick time.
 - (3) Any unused personal days at the end of the year shall expire and cannot be carried over to the next year.
 - (4) Personal leave is to be used only for the purposes stated in this contract. Personal leave is to be used for any lawful purpose and shall be otherwise restricted.
- B. Birthday
- (1) Every officer is entitled to his birthday off with pay.
 - (2) If the officer's birthday falls on his regularly scheduled day off, the officer shall select another day off within a thirty (30) day period either prior to or after his actual birthday.

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ARTICLE XII

MILITARY LEAVE

- A. Any officer who is a member of any reserve component of the Armed Services shall be granted leave of absence pursuant to applicable law for not exceeding fifteen (15) days in any year during which he shall be engaged in active service of the United States or in field training ordered or authorized by the Federal Forces.
- B. Officers who shall volunteer for, or be required to enter military service shall be placed upon military leave for the duration of such service. During said military leave the officer shall continue to receive seniority as well as other benefits awarded which shall be added to his salary upon his return to work.

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ARTICLE XIII

WAGES AND CLASSIFICATIONS

- A. Effective January 1, 2017 there shall be an across-the-board pay raise of three (3%) percent increase for all members of the bargaining unit each year of the contract through January 1, 2020.

Newly Hired Officer's Compensation – The starting rate shall continue to be 60% of the Class A patrolman rate.

B. Classification

- (1) Newly hired officers must go through the following steps:

- a. Probationary Patrolman – When appointed to the bureau, an officer shall be classified as a probationary patrolman and shall receive a salary equal to 60 percent of the Class A patrolman rate set forth in Appendix A. In addition, the officer shall receive all fringe benefits except the right to sick time with pay during the first six months of employment.
- b. 12 Months Probation Ends – After successful completion of one (1) year's service, the officer ends his probationary status and will be entitled to the provisions of the grievance procedure.
- c. 18 Months – After eighteen (18) months, the officer shall receive a salary equal to 75 percent of the Class A Patrolman rate set forth in Appendix A.
- d. 36 Months – After thirty-six (36) months of service the officer shall receive a salary equal to 100 percent of the Class A Patrolman rate set forth in Appendix A.
- e. A Class A Patrolman assigned as an investigator to the Criminal Investigation, Juvenile, Vice or ID Divisions, will be paid a base salary equal of that of a corporal.
- f. Any officer who is or had been in good standing at his separation from employment, another state or municipal jurisdiction, who applies and successfully qualifies for a position under applicable civil service standards, will receive the salary of a Class A officer, if and when his total time of service in the other jurisdiction and/or the City of Erie police totals three or more years. This includes officers employed prior to January 1, 2005 who have not yet achieved Class A but otherwise meet these qualifications for lateral hiring. All lateral hires must still serve the one-year probationary period.

(2) Longevity

The longevity schedule shall be as follows:

~~One percent (1%) of base salary upon the completion of four (4) years of service and an additional one fourth (1/4) of one percent (1%) for each additional year of service up to a maximum of thirty-two (32) years of service. Effective January 1~~

2014, two percent (2%) of base salary upon the completion of four (4) years of service, and an additional one half (1/2) of one percent (1%) for each additional year of service up to a maximum of ~~twenty-five (25)~~ thirty-two (32) years of service starting in 201417.

The longevity shall be paid as part of the base salary, however, the anniversary dates for the purposes of increment increases shall be January 1st for all persons hired between January 1st and June 30th, and July 1st for all persons hired between July 1st and December 31st.

(3) Rank Differential

The rank differential shall be as follows:

Corporal's base salary shall be 2.0% above a Class A Patrolman's basic annual salary.

Sergeant's base salary shall be 5.0% above a Class A Patrolman's basic annual salary.

Lieutenant's base salary shall be 9.0% above a Class A Patrolman's basic annual salary.

(4) Educational Bonus Compensation

The salary of any officer who successfully completes higher education beyond high school by obtaining the following degrees, shall have his annual compensation increased by adding the following amounts to his base pay: (non-pensionable)

Associate Degree - \$200.00 added to basic annual salary.

Bachelor Degree - Effective 1/1/2005, \$800.00 added to basic annual salary.

Masters Degree - Effective 1/1/2005, \$1200.00 added to basic annual salary.

Doctoral Degree - Effective 1/1/2005, \$2000.00 added to basic annual salary.

Person for person trades of shifts will be granted to attend school, provided that both officers belong to the same unit and can perform the same assignments. Each employee attending school shall provide the Chief of Police with his or her school schedule at the beginning of each semester.

Under this sub-section, the educational bonus, if any, shall be paid in two equal lump sum payments, the first lump sum being paid in July with the second being paid in December.

(5) Training Compensation

Any officer who is required by the City to attend Act 120 School training or assignment out of town will be compensated in accordance with the State Act, which will pay their travel allowance and expenses. Police officers traveling outside of the 15-mile radius for training will be entitled to payment of mileage and meals.

(6) Seniority

An employee's seniority shall be broken for any of the following reasons:

- a) Voluntary termination of employment
- b) Discharge for just cause.
- c) The issue of just cause for discharge, or any discipline of an Officer, shall be subject to challenge via the grievance and arbitration procedure. An Officer subject to departmental discipline has an election of remedies: he/she may elect to challenge the discipline before City Council or via grievance arbitration, but not both. If the grievance procedure is elected, the Officer automatically waives his/her right to a councilmatic hearing and vice-versa.
- d) When recalled after layoff, upon failure to return to work within a period of fourteen (14) days after receiving notification to return.
- e) Unpaid leave in excess of twelve (12) months due to medical reasons.
- f) When it is determined that the employee is totally and permanently disabled from performing any of the essential functions of a police officer.
- g) Acceptance of other employment while on authorized leave of absence, except during layoffs.
- h) The City in case of a cutback in personnel will layoff starting with the last officer hired. The City will recall from layoff in reverse order. When there is a conflict, badge number is to govern.
- i) No member of the police force having been promoted shall be demoted in rank except for proper cause.

When an employee's seniority has been broken by any of the above causes and is again hired, he/she shall begin as a new employee of the City.

(7) Pay out of Rank

The City of Erie will pay each police officer assigned by the Police Chief to work out of rank the minimum of the pay for such rank, if higher, for each full shift so worked, commencing with the first calendar day of such assignment. Pay out of rank will cease when the police officer reports back to normal duty.

(8) Tuition Reimbursement

In order to assist officers to obtain higher education the following schedule of tuition reimbursement will be applied to any course work toward a Bachelor or Master's level degree

Grade A: 25%

Grade B: 20%

Grade c: 10%

(9) Bilingual Differential

All officers who are fluent in a second language, both verbal and written, will receive an additional \$.50 per hour. (non-pensionable)

(10) EMT Bonus Effective January 1, 2009 Article XIII shall be amended by eliminating the EMT Bonus for Officers that have not yet attained EMT certification by January 1, 2009. Those Officers that have obtained EMT certifications as of January 1, 2009 shall be grandfathered and will continue to receive the two percent (2%) bonus on an annual basis. (non-pensionable)

(11) Parking – Effective January 1, 2006 the City shall provide thirty (30) swipe cards to the FOP without cost to the officer to be used for first shift parking his or her personal vehicle, only on the top level of the 8th & French Street parking ramp operated by the Erie Parking Authority, to be used solely while the officer is on duty or attending any court proceeding in which the officer is a witness.

(12) Motorcycle (+\$400.00 non-pensionable)

ARTICLE XIV

HEALTH, WELFARE AND PENSION

A. Health

- (1) The City shall continue to provide a program of health insurance for all officers and their dependents. It is understood and agreed that the following benefits are added to the coverage.
 - a. Outpatient surgery for specific procedures.
 - b. Pre-hospitalization review.
 - c. Second opinion obtained prior to surgery.
- (2) The City shall provide prescription benefits under Blue Cross Blue/Shield comparable to the prescription benefits as set forth under the AFSCME Health and Welfare Fund Plan for all officers and eligible dependents. Effective November 1, 2009, the current Police medical plan will be changed to the Highmark Blue Cross plan that is currently provided to the AFSCME bargaining unit. The revised plan will feature no life-time maximum on in-network coverage, no in-network deductible, a \$15.00 co-pay for office visits, a \$50.00 co-pay for ER visits, and prescription co-payments of \$5.00/generic, \$10.00/name-brand and \$20.00/name-brand non formulary drugs.
- (3) Effective January 1, 2014 employees enrolled in any category of health insurance coverage shall contribute to their coverage at a rate equal to 15% of the City of Erie's management/non-bargaining COBRA rate. The contribution shall be paid through a pre-tax payroll deduction and adjusted annually. The FOP agrees to meet and discuss the impact of the "Cadillac" tax, if implemented.
- (4) Vision Care – all officers and families shall be provided vision care pursuant to the Vision Benefits of America, Managed Vision Care Option II Program, which covers 100% of the cost of vision exams, lenses, frames and contacts with a co-pay of \$35.00, or comparable coverage from another insurance provider.
- (5) There shall be provided as negotiated at the City's cost and expense, a dental program for the F.O.P. with family coverage. Effective March 1, 2013 the dental coverage shall be increased to \$1,250.00 annual plan maximum per person per year. The orthodontic maximum shall be increased to \$1,000.00 per person per lifetime. Effective January 1, 2017 the dental coverage shall be upgraded to the management plan to include composite fillings on posterior teeth and 85% coverage for prosthodontics and coverage for implants.
- (6) Effective 2/1/05, the SelectBlue Point-of-Service Plan will be replaced by the negotiated Preferred Provider Plan

B. Welfare

- (1) Life insurance to be provided police officers in the amount of ~~\$20,000.00~~\$35,000.00.

- (2) The City shall provide a program of false arrest insurance for all police officers. Said program may be provided through commercial insurance or through a program of self insurance; provided, however, that minimum limits of one hundred thousand (\$ 100,000) per person and three hundred thousand (\$ 300,000) per occurrence shall be maintained.

C. Clothing Allowance

- (1) The clothing allowance of each police officer shall be ~~five~~ seven hundred dollars ~~(\$500.00)~~ (\$700.00) per year, except the officers working in plain clothes shall be paid the same amount in two (2) equal installments, one half (1/2) of their allowance into the clothing allowance in January and one half (1/2) to be put into their check in June. There shall be no pro-ration of this benefit for newly hired officers in the calendar year following their date of hire.
- (2) The clothing allowance is to be open all year round (January 1st to December 31st) to purchase items which have been worn out due to wear and tear only. This means all items that are used by the officer.
- (3) Reimbursement for damage to clothing or equipment incurred while actively engaged in police duties, not due to the negligence of the officer, shall be allowed, providing such reimbursement shall be approved by the Chief and provided further that the receipt of any funds from the responsible, third party for such damage shall revert to the clothing allowance fund. Such reimbursement shall be allocated within seventy-two (72) hours of proof of loss.
- (4) Any change in style of uniform is an administrative prerogative, which will not be exercised by the administration during the term of this agreement. The City and the FOP agree to negotiate a clothing vendor agreement that is acceptable to both parties, after the expiration of the current contracts, which is in conformity with all bidding statutes.
- (5) The City shall, in June of each year, pay each police officer three hundred dollars (\$300.00) for uniform cleaning allowance.
- (6) The City shall notify each officer on or before January 15th of each year of the balance left in the officer's clothing allowance account. On January 15th the officer will be notified of the balance as of January 1st. On June 15th the officer will be notified of the balance as of May 31st. Furthermore, on or before the aforesaid dates the City shall provide a list of all available items, with prices, to each officer.

D. Pension

The City and the F.O.P. have agreed that the present pension plan as operated by the Police Relief and Pension Association is to continue according to provisions as set forth by separate agreement.

E. Cost of Living

The City shall establish a cost of living clause with the Police Pension Fund, which will provide an annual cost of living adjustment for police officers, hired after January 1, 1981 who retire on or after January 1, 2001. The adjustment will provide that the pension of a retired officer shall not drop below 50% of the monthly salary being paid to a Class A Patrolman. In addition, effective January 1, 2000, the employee contribution rate for officers hired after January 1, 1981 shall be increased by one-half of one percent (1/2%) to a total of five and one-half percent (5 1/2 %). Effective January 1, 2001 said rate for such officers will increase by an additional one-half of one percent (1/2%) to a total of six percent (6%).

Police officers who were hired prior to January 1, 1981 will continue to be entitled to the same pension benefit that had been available to them prior to January 1, 1998, and will not be required to increase their employee contributions during the term of this agreement.

- F. 457 Plan – Effective January 1, 2002 a matching 457 Plan shall be established for all police employees. The Plan shall provide for the City to match 50% of employee contributions to a maximum of four (4%) percent.

Effective January 1, 2005, the match increases to a maximum of 5%.

- G. Service-Connected Disability – Effective January 1, 2002, the existing service – connected disability benefit shall be increased to 75% of final average salary for officers disabled due to the unique perils of public safety work.

H. Employee Assistance Program (EAP)

All officers who are involved in a critical incident, which is defined to include or apply only to situations that occur on duty and result in serious bodily injury to the officer or another person, will be required to attend a debriefing by certified mental health professionals who are subject to the laws governing privileged communications.

I. Legal Fund

The City shall pay to a trust account to be managed by the Fraternal Order of Police the sum of \$2.00 per month, per employee. The account shall be used to fund a group legal services plan for members of the Fraternal Order of Police. However, the parties agree that the fund shall be used solely for personal legal representation of the F.O.P. members and shall exclude payment for legal representation in any legal proceedings involving the City, employment grievances, labor negotiations or F.O.P. matters, and further the F.O.P. agrees to permit examination of accounts and records concerning said fund to insure compliance with this agreement.

J. Vested Rights

Any officer who has twelve (12) years or more accredited service may vest his rights. However, military service time may not be counted to attain twelve (12) years. Furthermore, the vested benefits may not be withdrawn until the minimum age of retirement. The pension he will be eligible for will be an actuarial equivalent based on his years of service and his rate of pay at the time he deferred his pension.

K. Retirees Hospital and Medical Insurance

Effective January 1, 1992 all officers retiring shall be eligible for basic hospital and medical insurance coverage for the officer and their non-working spouses under the following conditions:

- (1) The retired officer has no other health insurance coverage available at the time of retirement either on a contributory or non-contributory basis.
- (2) The obligation to provide such coverage shall cease immediately upon the retired officer becoming eligible for coverage under any other health insurance plan, either as an employee or as a dependent and whether or not such coverage is provided on a contributory or non-contributory basis.
- (3) The officer will certify in writing at the time of retirement and no less than annually thereafter, that he/she and his/her spouse are not eligible for other health insurance coverage. Failure to provide annual notification will create a presumption of ineligibility. However, upon the loss of eligibility for such coverage, the City shall restore to the officer and spouse coverage under the Plan the officer had prior to eligibility for other coverage.
- (4) Effective January 1, 2002, for all officers retiring after that date, the existing post-retirement medical coverage shall be amended to cover eligible dependents of retirees in addition to the current coverage of the retiree and a non-working spouse. To be eligible a dependent must be under the age of eighteen or must be under the age of twenty-one and be enrolled in an institution of higher learning.

L. Procedures for Heart and Lung Act Claims

Section 1

General Provisions/Scope

This procedure applies to all proceedings before hearing examiners selected by the City to hear claims filed pursuant to the Heart and Lung Act, 53. P.S. § 637. There shall be no changes or amendments to the procedures as listed below unless such changes are negotiated between the City of Erie and the F.O.P. Lodge #7.

Section 2

Claims Processing

A. Initial Claims

1. An initial claim shall be filed with the City of Erie Human Resources Department through the Police Chief's Office within one hundred-twenty (120) days of the date in which claimant knew or should have known of the work related injury.
2.
 - (a) The initial claim must be submitted through the claimant's immediate supervisor on the form provided by the City, entitled "Employer's Report of Occupational Injury Disease."
 - (b) The appropriate section of the claim form must be completed indicating that it is being filed as a claim under the Heart and Lung Act.
3. The City's Safety/Benefits/Loss Coordinator will make a determination, on behalf of the City, approving or denying any claim within seven (7) days of receipt of the initial claim and, if necessary, medical documentation.
4. In the event the City's representative denies a claim, a "Notice of Denial" will be served on the claimant. Such notice will advise the claimant of his or her right to request a review of the determination by the City's Manager of Human Resources and the time period of such review. A copy of the Notice of Denial will also be sent to the F.O.P. Lodge #7.

B. Reporting to the Physician

1. If medical attention is required, the injured employee must report to one of the licensed physicians identified by the City on the "Panel of Physicians" for a period of up to ninety (90) days. After the ninety (90) day requirement, or if surgery is required, the injured employee may elect to be treated by a physician of his or her choice. The "Panel of Physicians" will contain a list of health care providers agreed upon by the City and the F.O.P. and will be subject to review on a six month basis (August and January).
2. Insured employees must notify the City's Safety/Benefits/ Loss Coordinator within five (5) days of a change in physicians. Failure to do so may result in the employee being liable for all medical charges following the un-notified change.
3. Where the City has approved an initial claim, all medical bills will continue to be paid by the City until there is no dispute that the disability no longer exists or the procedures in Section 3 B have been completed.
4. In all cases where surgery is recommended, the injured employee shall be permitted to obtain a second opinion from a physician of his or her choice. The City shall pay the cost for the second opinion provided that the physician chosen by the employee is Board certified in the specialty area for which the surgery is recommended.

5. Prior to the injured employee proceeding with physician treatment/surgery from a non panel provider, that employee must consult with a panel physician provided such treatment or surgery is within the first ninety (90) days of treatment. The final decision as to the surgery and choice of surgeons would remain with the employee.
6. A copy of physicians and medical facilities shall be sent and delivered to each employee.

Section 3

Contested Claims

a. Initial Claims Denials

In the event the Manager of Human Resources affirms the Safety/Benefits/Loss Coordinator's denial of benefits after review, the claimant shall be permitted to request an evidentiary hearing by a neutral hearing examiner selected by the City. The request for hearing must be submitted within thirty (30) days of the determination by the Manager of Human Resources. Hearings before the hearing examiner shall be conducted in accordance with the Administrative Agency Law, in which the employee bears the burden of proof. In the event the hearing examiner allows the claim, the City will provide all benefits that the officer would have been entitled to if the claim was initially approved by the City.

b. Active Claims

For those claims where the City has approved an initial claim, benefits shall not be terminated or suspended without a determination by a neutral hearing examiner, selected by the city. In the event the City seeks termination or suspension of benefits, the City shall provide the claimant at least thirty (30) days notice of hearing in which the employer bears the burden of proof.

c. Appeal

Any decision of the hearing examiner shall be appealable to the Court of Common Pleas, under the terms of the Local Agency Law.

ARTICLE XV
SETTLEMENT OF DISPUTES

Section 1

Definition: A grievance is a dispute concerning the interpretation, application or alleged violation of a specific term or provision of this agreement.

Section 2

Procedure: The parties hereby agree that during the settlement of disputes as described herein, there shall be no disruption of services to the public or deprivation of pay, allowances or other emoluments, due an individual officer until the following procedure has been exhausted, except that immediate suspensions may be imposed for infractions or violations in extreme situations where delay could injure the discipline, morale, reputation or good name, of the Bureau of Police and as provided in Article III, H.

Step 1: The matter shall first be discussed orally among the Division Commander/Deputy Chief, the President of the F.O.P. or his designee, and the officer affected or involved. This shall be an informal hearing held within ten (10) days of the occurrence of the events giving rise to the grievance or knowledge of its occurrence. If such informal hearing does not resolve the grievance, the grievance may be processed to the next step.

Step 2: Within eighteen (18) calendar days of the events giving rise to the grievances or the time when the grievant or F.O.P. knew or should reasonably have known of such events, if the grievance remains unresolved through Step 1, it shall be reduced to writing on the form agreed upon by the FOP and the administration, specifying the sections of the agreement allegedly violated and the specific relief requested and shall be presented to the Chief of Police. The Chief shall meet with the grievant and the President of the F.O.P. or his designee within two (2) calendar weeks of receipt of the grievance. The Chief may have another representative available for consultation during such grievance meeting. The Chief shall give a written answer to the grievance within five (5) workdays following the meeting.

Step 3: If the grievance is not satisfactorily resolved at Step 2, a written appeal must be made by the officer or the F.O.P. representative within five (5) workdays of the receipt of the Step 2 decision. The Manager of Human Resources, or his/her designee, shall hold a closed hearing for each grievance, with those involved, (the officer, the F.O.P. representative, the officer's superior, and any other witnesses the parties may request) within two (2) calendar weeks of the receipt of the written appeal. The Manager of Human Resources shall render a decision within five (5) workdays of the hearing in writing.

Step 4: In the event the grievance has not been satisfactorily resolved at Step 3, an appeal may be initiated by the officer, or the F.O.P., by serving upon the Manager of Human Resources a notice in writing of the intent to proceed to arbitration within seven (7) calendar days after the receipt of the Step 3 decision.

- a. The arbitrator is to be selected by the parties jointly within seven (7) calendar days after the notice has been given. If the parties fail to agree

on an arbitrator, either party may request the American Arbitration Association to assist them in selecting an arbitrator using the procedures of the American Arbitration Association.

- b. The arbitrator shall neither add to subtract from nor modify the provisions of this agreement or the arbitration awards. The arbitrator shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or her.
- c. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall submit his decision in writing within thirty (30) days after the record is closed.
- d. All fees and expenses of the arbitrator and the hearing shall be divided equally between the parties. Each party shall bear the cost of preparing and representing its own case. Either party desiring a record of the proceeding shall pay for the record and make a copy available without charge to the arbitrator. However, in grievance arbitrations, the arbitrator's award may provide that the non-prevailing party shall pay all of the arbitrator's fees and expenses. The parties must notify arbitrators of this provision prior to commencement of the hearing. The determination of the non-prevailing party shall be at the sole discretion of the arbitrator, who shall be authorized to determine that neither party has prevailed for the purposes of this provision.

Section 3

The failure of either party to appear at any scheduled proceeding under this Article shall not be cause for delay or postponement, and such proceedings shall continue as though the absent party were present. Failure of a City representative to meet or issue a decision within the time limits set forth in this procedure shall entitle the grievant to proceed immediately to the next step or arbitration as the case may be. The time limit specified in the preceding sections may be extended by agreement of both parties.

Section 4

Any award of an arbitrator within his jurisdiction and any decision at any step, which is not advanced, to the next step is final and binding and the parties agree to immediately comply with such determination.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. All terms and conditions encompassed by the prior agreement that are not altered by this award shall remain in full force and effect. All demands made by the parties that are not contained in this award are rejected.
- B. If any provision of this contract or any application of the agreements to any officer or group of officers is held to be contrary to the law, then such provision's application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected.
- C. Copies of this contract shall be reproduced at the expense of the City within thirty (30) days of the signing of the contract. The F.O.P. shall distribute copies of the contract to all officers. The copies of the contract shall be reproduced in loose-leaf booklet form.
- D. The City and the F.O.P. agree to take no action in violation of, or inconsistent with, any provisions of this contract while the contract is in effect.
- E. Officers shall be permitted to examine their official personnel file at reasonable times and with reasonable advance notice. The contents of said personnel files shall be subject to the grievance procedures. The officer's personnel file shall not be open to anyone except members of the administration.
- F. An officer who requests a day off, a change of scheduled workdays or a change in his shift shall be granted the request provided the following conditions are met:
 - (1) The officer requesting the change must make the necessary arrangements to have his shift or job covered by a replacement officer from within his unit.
 - (2) The replacement must be able to fully perform all required duties of the officer being replaced. An officer's qualifications and ability to perform the work shall be determined by the Chief.
 - (3) Neither the requesting officer nor the replacement officer shall be on pre-picked and/or scheduled vacation during the period of the change.
- G. Officers shall be required to maintain (at no cost or expense to the City) a telephone in their residences. The phone numbers shall be given to the Chief of Police who shall maintain their confidentially and who shall use them only in emergency.
- H. Except situations for vacation days scheduled in November and court time which may occur during that scheduled vacation period, no benefits as provided under this contract shall be stacked, pyramided or duplicated.
- I. Officers residing within a fifteen (15) mile radius of the Erie City Hall shall be considered to meet the City's statutory residency requirements.
 - a. The Council of the City of Erie is required by Act 111, Section 7, to amend Ordinance 9-1962, Article 143, to conform to this provision.

- J. The service increment maximum shall be \$ 500 per month in accordance with the Police Pension Plan, Section 147.05 (a) (2).
- K. All existing benefits not modified by this agreement shall remain as is.
- L. Management will permit the FOP President or his designee to meet and discuss job postings with the Chief of Police forty-eight (48) hours prior to the posting.

ARTICLE XVII

SAFETY OF OFFICERS/DEPARTMENT EFFICIENCY

A Safety Committee consisting of two (2) members appointed by the F.O.P. and two (2) members of the Administration appointed by the Mayor shall deliberate and advise concerning matters which relate to the safety of offices.

The parties hereby agree:

- A. No officer will knowingly be dispatched to a volatile situation, until the officer in question is provided with professional assistance.
- B. All vehicles and equipment shall be subject to inspection and any major mechanical deficiencies will be rectified before the vehicle or equipment is returned to service.
- C. The committee will remain alert to any all procedures, methods, and equipment, which may emerge in the law enforcement field in the future.
- D. All officers will be required annually during off duty hours to participate in scheduled police department sessions on the target range (maximum four (4) hours). All officers will be scheduled, during duty hours, a practice session on the department target range.
- E. An adequate number of effective bulletproof vests and riot helmets shall be maintained for issuance to and protection of officers on those occasions when their use is indicated.
- F. The committee will review and make recommendation as to how increase efficiency within the department while maintaining officer safety.

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ARTICLE XVIII

TRANSFERS

1. All intra-departmental transfers shall be in accordance with the following regulations:

- (a) All open positions that are to be filled shall be posted for a period of not less than ten (10) consecutive days prior to being filled.
- (b) A copy of the job code and organization chart shall be posted on all bulletin boards and the administration shall update the job code annually with any changes requiring prior consultation with the F.O.P.
- (c) All officers desiring to bid for such a job or jobs shall address their memorandum to the Chief of Police within that time. After the closure of the posting period, the City shall award the position in accordance with the physical fitness, ability, and efficiency of the officer to perform the job, it being understood that departmental seniority shall be the governing factor where the physical fitness, ability and efficiency to perform the job is equal. Because of the City's responsibility for the operation of the police force, it shall be the sole judge of a person's physical fitness, ability and efficiency for the job provided, however, that the City shall not act in an arbitrary, capricious, or discriminatory manner. The City has a thirty (30) day period to decide if the officer shall remain in the position.

The City shall provide an explanation and basis for its award to any unsuccessful bidder with more seniority than the successful bidder upon written request by said unsuccessful bidder.

The City shall post a list of all applicants prior to awarding the position.

- (d) The Chief and the commander of the division shall agree on the top three applicants and then interview those applicants with the President of the F.O.P. or designee, being present at the said interviews.
- (e) The provisions of this Article shall apply to transfers only.

Blank

ARTICLE XIX

EDUCATIONAL OPPORTUNITIES

Specialized schools or training programs will be offered first to officers currently performing jobs relating to the particular training. The Chief, or his designee, will exercise managerial prerogative when selecting officers to attend a specialized school or training program. General training will follow the posting process below:

Opportunities for general training shall be posted for a period of ten (10) days and shall be bid upon by any interested Class A or above member of the department. The City shall offer as many schools or seminars as possible.

Blank

ARTICLE XX

TERMINATIONS

This agreement shall remain in force and effect until and including the thirty-first (31st) day of December 2020. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing, pursuant to Act 111, that it desires to modify or terminate this agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days thereafter.

Blank

T2

ARTICLE XXI

NON-DISCRIMINATION

It is the continuing policy of both the City and the F.O.P. that neither shall discriminate against any employee because of race, color, religion, sex, national origin or age.

Blank

ARTICLE XXII

AGENCY SHOP

Section 1

Any bargaining unit member who is not a member of the Fraternal Order of Police shall, as a condition of employment, pay to the F.O.P. on a monthly basis a fee which is one dollar (\$1.00) less than the regular monthly dues of a member. Any police officer who elects not to join the Fraternal Order of Police shall, within thirty (30) days after hire, as a condition of employment, pay to the F.O.P. on a monthly basis a fee which is one dollar (\$1.00) less than the regular monthly dues of a member.

Section 2

The Fraternal Order of Police shall hold the City harmless from any and all causes of action and/or liabilities whatsoever, which arise or may arise, from any action or actions, the City takes to comply with the terms of this provisions.

Blank

ARTICLE XXIII

MANAGEMENT RIGHTS

This agreement reserves unto the employer any and all inherent managerial rights which by law may not be bargained. Except as expressly modified or restricted by this Agreement, the Employer shall have and retain, solely and exclusively, all other managerial rights and responsibilities which shall include, but not be limited to:

- The right to determine the reasonable policies of the employer;
- a. To establish, change or combine, or abolish a job;
 - b. To establish, amend, or modify an overall budget;
 - c. To reprimand, suspend, discharge for just cause, or otherwise relieve employees for lack of work or other legitimate reasons;
 - d. To hire, promote, demote for just cause, transfer, layoff and recall employees to work;
 - e. To determine the starting and quitting time and the number of hours and shifts to be worked.
 - f. To expand, reduce, alter combine, or cease any job operation or service;
 - g. To control and regulate the use of equipment and other property of the Employer;
 - h. To introduce new or improved research, development and services;
 - i. To determine the number and types of employment required and to assign work to such employees in accordance with the operational needs of the employer and direct the work force.
 - j. Thy right to assure the taxpayers that the work force within the City is operating in an effective and efficient manner AND to exercise any and all other managerial prerogatives provided that:

Such exercise does not conflict with any of the provisions of this Agreement and This Article shall not be construed to act as an elimination or diminution of the City's lawful duty to bargain over the effects of such exercise.

Blank

W2

ARTICLE XXIV

SMOKING

Smoking shall be prohibited in all areas of the Police Department

BLANK

ARTICLE XXV

RANDOM DRUG TESTING POLICY

Purpose:

The use of illegal drugs and abuse of other controlled substances, on working hours or off, is inconsistent with the law abiding behavior expected of all citizens. A condition of employment for each employee is to refrain from reporting to work or working with the presence of illegal or illicit drugs or alcohol in his or her body. The unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace is strictly prohibited. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost, delay and risk in conducting City business. Ultimately, they threaten the ability of the City to accomplish its responsibilities to the citizens of the City of Erie.

In addition, employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees.

Finally, the City is subject to the Drug-Free Workplace Act of 1988, this law requires the City to certify that it has instituted a program to achieve a drug-free workforce.

The city is interested in the welfare of its employees and the ability of those employees to serve the citizens of the City of Erie and is therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs.

Policy:

Possessing, using, distributing, or being under the influence of prohibited drugs while on the job or on the City's property is cause for disciplinary action, up to and including termination of employment. Unauthorized use or possession of alcohol, or being under the influence of alcohol while on the job, may be cause for disciplinary action up to and including termination of employment. Recognizing that substance abuse is an illness it is the City's policy to prevent and rehabilitate rather than discharge for substance use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency if such treatment is needed.

Definitions:

- A. "Under the influence" is defined as the presence of alcohol or drugs in a person's system at a level prohibited by the City as indicated by the cut off chart listed below. City's property includes, but is not limited to any facility, City parking lots, City owned or lease vehicles, vessels, and other equipment. Prohibited drugs include, but are not limited to marijuana, hashish, heroin, cocaine, hallucinogens, "designer" or generic drugs, depressants, stimulants, and any other controlled substance not prescribed for current treatment by a licensed physician.
- B. Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how it is packaged or in what form the alcohol is stored, utilized or found.
- C. Drug means both alcohol and illicit drugs.
- D. Drug Test means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.

- E. Employee Assistance Program is an established program for employee assessment, counseling and possible referral to an alcohol and/or drug rehabilitation program.
- F. Illicit Drugs includes drugs that are listed on Schedules I through V of the Pennsylvania Crimes Code Title 35, Section 780-104, Schedules of controlled substances which are not legal, drugs which are legal but not legally obtained, or drugs used in a manner or for a purpose which is not legal or prescribed. The use of prescribed drugs or over the counter drugs that may adversely affect performance or behavior must be accompanied by a doctor's excuse submitted to his or her supervisor upon reporting for duty. Abuse of over the counter or prescribed drugs is prohibited. The supervisor will keep this information confidential, only advising the Human Resource Department on a need to know basis.
- G. Medical Review Officer (MRO) is a licensed physician responsible for receiving and reviewing laboratory drug test results. The MRO assesses and determines whether an alternate medical or other acceptable explanation can account for a confirmed positive test result.
- H. Prescription means an order for a controlled substance, other drug or device for medication which is dispensed to or for an ultimate user and also includes an order for a controlled substance, other drug or device for medication which is dispensed for immediate administration to the ultimate user (e.g., an order to dispense a drug to a bed patient for immediate administration in a hospital is not a prescription order).
- I. Verified Positive Test is certification by the MRO that the properly processed specimen tested positive for one or more of the targeted drugs, for which there was no presentation of legitimate medical explanation.
- J. Split Sampling, is the collection of a single specimen of urine that is then divided into a primary specimen and a split specimen. If an employee's test results are positive, the employee has an opportunity to have the second sample sent to a different (pre-determined) certified laboratory for the testing of the identified drug(s).

Guidelines:

- 1. All employees will be fully informed of the Employer's "for cause" drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. Employees and supervisors will be trained to recognize the symptoms of drug abuse, impairment, and intoxication. In addition, all employees shall be provided with a copy of the Employer's Drug and Alcohol Abuse Policy. No employee shall be tested until this information is provided to him/her.
- 2. The City reserves the right to conduct searches for drugs or alcohol on the City's property. Employees are expected to cooperate in the conducting of such searches. Searches will be conducted only when there is probable cause to believe that the City vehicles, desks, lockers, tool boxes or other City – owned objects might conceal alcohol or drugs. A union representative must be present while a search is being conducted.
- 3. Employees will be tested for alcohol or drug metabolites when there is probable cause that the employee is under the influence of drugs and/or alcohol. The term "probable cause" shall, for the purposes of this policy and section, be defined as follows:
 - Aberrant or unusual on-duty behavior of an individual employee which is observed on-duty by the employee's immediate supervisor or another employee, and confirmed by the observation of another

- managerial employee trained to recognize the symptoms of drug abuse, impairment or intoxication;
- Is observed by other employees or persons but cannot be immediately confirmed by another managerial employee. In this case, the personnel director shall investigate the reports. The investigation will include an interview with the employee and witnesses and all observations will be documented in writing, be the observers;
 - Is the type of behavior, which is recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances and;
 - Is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of a prescription or over the counter medications, reaction to noxious fumes or smoke, etc.);
 - An on-duty industrial or traffic accident. In this case, the employer may require testing, if there is probable cause that employee negligence was the cause
4. Random testing will be conducted once per month pursuant to this Article of the F.O.P. Lodge #7 Labor Agreement. Three employees will drawn on a monthly basis and tested. One of the three employees will also be tested for alcohol. The time and date of the drug testing will be done at the discretion of the Chief or his designee during working hours manpower permitting. The testing notices will be held by the Chief or his designee until the testing date. The Chief or his designee will notify the Captain on that date of the name of the employee to be tested. The pool of employees shall include all employees covered by the Master Contract for the City of Erie and Fraternal Order of Police, Lodge #7.
 5. Employees who are off work on long term sick or injured status shall temporarily be removed from the pool.
 6. Positive BAT (Breathe Alcohol Test) may be verified by a blood alcohol test at the request of the employee at the employee's expense. If the test is negative the employee will be reimbursed for his/her costs.
 7. No for cause or reasonable suspicion drug testing may be conducted without written approval of the personnel manager or designee. The personnel manager must document in writing, who is to be tested and why the test was ordered, i.e. random or reasonable suspicion, including the specific objective facts constituting reasonable suspicion leading to the test being ordered, and the names of any source(s) of all of this information. One copy of this document shall be given to the employee before he/she is required to be tested and one copy shall be provided to the union immediately. After being given a copy of the document, the affected employee shall be allowed enough time to be able to read and understand the entire document. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed and no discipline shall be levied against the employee.
 8. Once "reasonable suspicion" has been established, then by written order signed by the personnel manager the employee may be ordered to submit to alcohol and drug testing in accordance with the procedure set forth below. Refusal to submit to testing after being ordered to do so shall result in disciplinary action.

Testing Procedures:

The following procedures shall apply to breath, blood and urine tests administered to employees:

1. The City may request breath, urine and blood samples. Breath, urine and blood specimens shall be drawn or collected at a laboratory, hospital, doctor's office, or medical facility certified by the National Institute for Drug Abuse. The employee shall be transported by the City at the City's expense. A union representative or the designee shall be permitted to accompany the specimen from the site where it is collected to the laboratory. An on duty union representative or their designee shall be permitted to accompany the employee, manpower permitting, to observe the collection, bottling, and sealing of the specimen. No employee of the City shall draw blood from an employee. The employee shall not be observed when the urine specimen is given. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee and the union representative.
2. The following standards shall be used to determine what levels of detected substances shall be considered as positive.

<u>Drug</u>	<u>Screen Cutoff(s)</u>	<u>Confirmation Cutoff(s)</u>
Amphetamines	1,000 ng/ml	500 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Opiates	300 ng/ml As Morphine	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Barbiturates	300 ng/ml As Secobarbital	300 ng/ml
Benzodiazepines	300 ng/ml As Oxazepam	300 ng/ml
Methaqualone	300 ng/ml	200 ng/ml
Alcohol	Breath/Blood Alcohol percentage of .08	

Levels which are below those above shall be determined as negative indications.

3. Any sample which has been altered or is shown to be a substance other than urine shall be reported as such.
4. At the time the breath, urine specimens or blood samples are collected, two samples shall be taken and a third if requested by the union or employee. Two samples will be sent to the laboratory to be tested at the employer's expense. In order to be considered positive, the sample must show positive results on the Gas Chromatography/Mass Spectrometry confirmatory test. The third sample or specimen shall be collected in a separate container and shall be sealed in the presence of a City and a union witness with evidence tape which shall be signed by both witnesses. This third sample can be tested at a NIDA certified laboratory selected by the union. The cost of testing the third sample shall be borne by the employee. The employee is not permitted to take physical possession of the third sample.
5. If the results of the tests administered by the employer on the sample shows that the employee while on-duty was under the influence of or drank, smoked, ingested, inhaled or injected alcoholic beverages, non-

prescribed narcotics, marijuana, cocaine, PCP, or non-prescribed amphetamines or barbiturates, appropriate discipline may be imposed by the employer after the following procedure has been followed. The employee and the union shall be presented with a copy of the laboratory report of the specimen before any discipline is imposed. The union and the employee shall then have seventy-two (72) hours to present to the City any different results from the test of the third sample conducted by a laboratory selected by the union; however, the failure of the union or employee to have the third test performed or to present the results to the City shall not be used against the employee as a basis for discipline or in any arbitration proceeding. If the union or employee chooses not to have the third sample tested, then they cannot challenge the accuracy of the results.

6. After considering the results of the third test performed for the union, if presented, the City may invoke progressive disciplinary action. Any discipline imposed for the first offense and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the employer and the employee, the cost of which shall be covered by the employer's group health insurance, if applicable, as any other illness. If the employee successfully completes such a program and is not disciplined for substance abuse for twenty-four (24) months following the initial charge, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.

Rehabilitation itself is the responsibility of the employee. Any employee seeking medical attention for alcoholism or drug addiction will be entitled to benefits under the City's group medical insurance plan on the same basis and with the same restriction and limits as for other illnesses. Employees who are privately seeking treatment for drugs or alcohol and who come up positive on a random drug test shall be treated the same as any other employee. Previous treatment shall not be against them; it may in fact, be to their benefit if they voluntarily release that information. For employees enrolled in a formal treatment program, the City will grant rehabilitation leave on the following basis:

- a. Utilization of all earned and accumulated sick leave
- b. Leave without pay status during the period of rehabilitation and the period prior to recall.

The employee must provide the City with written authorization consenting to the release of information from the rehabilitation program indicating whether or not the employee has successfully completed the initial program and with bi-weekly certification that he/she is continuously enrolled in a treatment program and actively participating in the program.

If an employee chooses not to enter a substance abuse treatment program or drops out of the program, then discipline is immediately imposed.

A second offense in a twenty-four (24) month period shall be considered cause for termination of the employee.

Confidentiality:

Employees who seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees without the


employee's consent and to management personnel only on a "need to know" basis. Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

Results of urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law. Tests shall be performed for alcohol, chemical adulteration, amphetamines, cannabinoids, cocaine, metabolites, opiates, phencyclidine (PCP), barbiturates, benzodiazepines, methaqualone; the laboratory shall only report on these substances. Tests for other drugs shall not be performed and if such tests are performed, the results of such other tests shall not be reported to the City.

IN WITNESS WHEREOF, the parties hereto have set their hands for the first day of January 2017.

FOR THE CITY OF ERIE

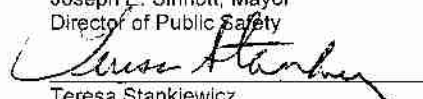
FOR F.O.P. LODGE #7



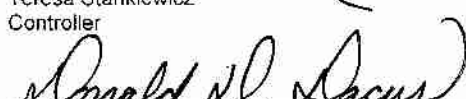
Joseph E. Sinnott, Mayor
Director of Public Safety




Salvador Velez, President



Teresa Stankiewicz
Controller



Donald Dacus
Chief of Police



Constance M. Cook
Manager of Human Resources

Blank

APPENDIX A

BASIC ANNUAL SALARY SCHEDULE

CLASS		2017	2018	2019	2020
New Hire Police	60%	44,601.89	45,939.94	47,318.14	48,737.69
18 Month Police	75%	55,752.36	57,424.93	59,147.68	60,922.11
Class A Police Officer	0%	74,336.48	76,566.57	78,863.57	81,229.48
Corp/Det	2%	75,823.48	78,097.57	80,440.57	82,854.48
Sergeant	5%	78,053.48	80,394.57	82,806.57	85,290.48
Lieutenant	9%	81,026.48	83,457.57	85,961.57	88,540.48

Motorcycle (+400.00)

01/01/17
TO: ALL
FROM: BOJALI

POLICE RATE SCHEDULE

POLICE RATE SCHEDULE

[illegible]

01/01/18
2018-ALL
RATES 2018-ALL

POLICE RATE SCHEDULE

POLICE RATE SCHEDULE

		4	5	6	7	8	9	10	11	12	13	14	15	16	
		1.02	1.025	1.03	1.035	1.04	1.045	1.05	1.055	1.06	1.065	1.07	1.075	1.08	1
45,939.94	50%														
22.09															
57,424.93	75%														
27.61															
76,566.57		78,097.90	78,480.73	78,863.57	79,246.40	79,629.23	80,012.07	80,394.90	80,777.73	81,160.56	81,543.40	81,926.23	82,309.06	82,691.90	8
36.81		37.55	37.73	37.92	38.10	38.28	38.47	38.65	38.84	39.02	39.20	39.39	39.57	39.76	
78,097.57	2%	79,659.52	80,050.01	80,440.50	80,830.98	81,221.47	81,611.96	82,002.45	82,392.94	82,783.42	83,173.91	83,564.40	83,954.89	84,345.38	8
37.55		38.30	38.49	38.67	38.85	39.05	39.24	39.42	39.61	39.80	39.99	40.18	40.36	40.55	
80,394.57	5%	82,002.46	82,404.43	82,806.41	83,208.38	83,610.35	84,012.33	84,414.30	84,816.27	85,218.24	85,620.22	86,022.19	86,424.16	86,826.14	8
38.65		39.42	39.62	39.81	40.00	40.20	40.39	40.58	40.78	40.97	41.16	41.36	41.55	41.74	
83,457.57	9%	85,126.72	85,544.01	85,961.30	86,378.58	86,795.87	87,213.16	87,630.45	88,047.74	88,465.02	88,882.31	89,299.60	89,716.89	90,134.18	9
28.12		40.93	41.13	41.33	41.53	41.73	41.93	42.13	42.33	42.53	42.73	42.93	43.13	43.33	
		19	20	21	22	23	24	25	26	27	28	29	30		
		1.095	1.1	1.105	1.11	1.115	1.12	1.125	1.13	1.135	1.14	1.145	1.15	1	
CLASS A		83,840.39	84,223.23	84,606.06	84,988.89	85,371.73	85,754.56	86,137.39	86,520.22	86,903.06	87,285.89	87,668.72	88,051.56	8	
		40.31	40.49	40.68	40.86	41.04	41.23	41.41	41.60	41.78	41.96	42.15	42.33		
CORPDET		85,516.84	85,907.33	86,297.81	86,688.30	87,078.79	87,469.28	87,859.77	88,250.26	88,640.74	89,031.23	89,421.72	89,812.21	9	
		41.11	41.30	41.49	41.68	41.86	42.05	42.24	42.43	42.62	42.80	42.99	43.18		
SERGEANT		88,032.05	88,434.03	88,836.01	89,237.97	89,639.95	90,041.92	90,443.89	90,845.86	91,247.84	91,649.81	92,051.78	92,453.76	9	
		42.32	42.52	42.71	42.90	43.10	43.29	43.48	43.68	43.87	44.06	44.26	44.45		
LIEUTENANT		91,386.04	91,803.33	92,220.61	92,637.90	93,055.19	93,472.48	93,889.77	94,307.05	94,724.34	95,141.63	95,558.92	95,976.21	9	
		43.94	44.14	44.34	44.54	44.74	44.94	45.14	45.34	45.54	45.74	45.94	46.14		

01/01/19
2019-ALL
RATES 2019-ALL

POLICE RATE SCHEDULE

POLICE RATE SCHEDULE

		4	5	6	7	8	9	10	11	12	13	14	15	16	
		1.02	1.025	1.03	1.035	1.04	1.045	1.05	1.055	1.06	1.065	1.07	1.075	1.08	1
47,318.14	50%														
22.75															
59,147.68	75%														
28.44															
78,863.57		80,440.84	80,635.16	81,229.48	81,623.79	82,018.11	82,412.43	82,806.75	83,201.07	83,595.38	83,989.70	84,384.02	84,778.34	85,172.66	8
37.92		38.67	38.86	39.05	39.24	39.43	39.62	39.81	40.00	40.19	40.38	40.57	40.76	40.95	
80,440.57	2%	82,049.38	82,451.58	82,853.79	83,255.99	83,658.19	84,060.40	84,462.60	84,864.80	85,267.00	85,669.21	86,071.41	86,473.61	86,875.82	8
38.67		39.45	39.64	39.83	40.03	40.22	40.41	40.61	40.80	40.99	41.19	41.38	41.57	41.77	
82,806.57	5%	84,462.70	84,876.73	85,290.77	85,704.80	86,118.83	86,532.87	86,946.90	87,360.93	87,774.96	88,189.00	88,603.03	89,017.06	89,431.10	8
39.81		40.61	40.81	41.01	41.20	41.40	41.60	41.80	42.00	42.20	42.40	42.60	42.80	43.00	
85,961.57	9%	87,580.80	88,110.61	88,540.42	88,970.22	89,400.03	89,829.84	90,259.65	90,689.46	91,119.26	91,549.07	91,978.88	92,408.69	92,838.50	9
28.12		42.15	42.36	42.57	42.77	42.98	43.19	43.39	43.60	43.81	44.01	44.22	44.43	44.63	
		19	20	21	22	23	24	25	26	27	28	29	30		
		1.095	1.1	1.105	1.11	1.115	1.12	1.125	1.13	1.135	1.14	1.145	1.15	1	
CLASS A		86,355.61	86,749.93	87,144.24	87,538.56	87,932.88	88,327.20	88,721.52	89,115.83	89,510.15	89,904.47	90,298.79	90,693.11	9	
		41.52	41.71	41.90	42.09	42.28	42.47	42.65	42.84	43.03	43.22	43.41	43.60		
CORPDET		88,082.42	88,484.63	88,886.83	89,289.03	89,691.24	90,093.44	90,495.64	90,897.84	91,300.05	91,702.25	92,104.45	92,506.66	9	
		42.35	42.54	42.73	42.93	43.12	43.31	43.51	43.70	43.89	44.09	44.28	44.47		
SERGEANT		90,673.19	91,087.20	91,501.26	91,915.29	92,329.33	92,743.36	93,157.39	93,571.42	93,985.46	94,399.49	94,813.52	95,227.56	9	
		43.59	43.79	43.99	44.19	44.39	44.59	44.79	44.99	45.19	45.38	45.58	45.78		
LIEUTENANT		94,127.92	94,557.73	94,987.53	95,417.34	95,847.15	96,276.96	96,706.77	97,136.57	97,566.38	97,996.19	98,426.00	98,855.81	9	
		45.25	45.46	45.67	45.87	46.08	46.29	46.49	46.70	46.91	47.11	47.32	47.53		

01/01/20
2020-ALL
RATES 2020/ALL

POLICE RATE SCHEDULE

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		4	5	6	7	8	9	10	11	12	13	14	15	16	
		1.02	1.025	1.03	1.035	1.04	1.045	1.05	1.055	1.06	1.065	1.07	1.075	1.08	1
48,737.69	50%														
23.43															
60,922.11	75%														
29.29															
81,229.48		82,854.07	83,260.22	83,666.36	84,072.51	84,478.66	84,884.81	85,290.95	85,697.10	86,103.25	86,509.40	86,915.54	87,321.69	87,727.84	8
39.05		39.83	40.03	40.22	40.42	40.61	40.81	41.01	41.20	41.40	41.59	41.79	41.98	42.18	
82,854.48	2%	84,511.57	84,925.84	85,340.11	85,754.39	86,168.66	86,582.93	86,997.20	87,411.48	87,825.75	88,240.02	88,654.29	89,068.57	89,482.84	8
39.83		40.63	40.83	41.03	41.23	41.43	41.63	41.83	42.02	42.22	42.42	42.62	42.82	43.02	
85,290.48	5%	86,996.29	87,422.74	87,849.19	88,275.65	88,702.10	89,128.55	89,555.00	89,981.46	90,407.91	90,834.36	91,260.81	91,687.27	92,113.72	9
41.01		41.83	42.03	42.24	42.44	42.65	42.85	43.06	43.26	43.47	43.67	43.88	44.08	44.29	
88,540.48	9%	90,311.29	90,753.99	91,196.69	91,639.40	92,082.10	92,524.80	92,967.50	93,410.21	93,852.91	94,295.61	94,738.31	95,181.02	95,623.72	9
28.12		43.42	43.63	43.84	44.05	44.27	44.48	44.70	44.91	45.12	45.33	45.55	45.76	45.97	
		19	20	21	22	23	24	25	26	27	28	29	30		
		1.095	1.1	1.105	1.11	1.115	1.12	1.125	1.13	1.135	1.14	1.145	1.15	1	
CLASS A		88,946.28	89,352.43	89,758.58	90,164.72	90,570.87	90,977.02	91,383.17	91,789.31	92,195.46	92,601.61	93,007.75	93,413.90	9	
		42.76	42.96	43.15	43.35	43.54	43.74	43.93	44.13	44.32	44.52	44.72	44.91		
CORPDET		90,728.66	91,139.93	91,554.20	91,968.47	92,382.75	92,797.02	93,211.29	93,625.56	94,039.83	94,454.11	94,868.38	95,282.65	9	
		43.62	43.82	44.02	44.22	44.41	44.61	44.81	45.01	45.21	45.41	45.61	45.81		
SERGEANT		93,393.08	93,819.53	94,245.98	94,672.43	95,098.89	95,525.34	95,951.79	96,378.24	96,804.69	97,231.15	97,657.60	98,084.05	9	
		44.90	45.11	45.31	45.52	45.72	45.93	46.13	46.34	46.54	46.75	46.95	47.16		
LIEUTENANT		96,951.53	97,394.53	97,837.53	98,279.93	98,722.54	99,165.34	99,608.04	100,050.74	100,493.44	100,936.15	101,378.85	101,821.55	10	
		46.61	46.82	47.04	47.25	47.46	47.66	47.87	48.10	48.31	48.53	48.74	48.95		