

AGREEMENT

between



CITY OF LANCASTER

and



**LANCASTER CITY POLICE
OFFICER'S ASSOCIATION**

January 01, 2020 – December 31, 2022

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AGREEMENT

ARTICLE 1 *AGREEMENT*

SECTION 1 – The Agreement made and entered into as of the 1st day of January, 2020, by and between the City of Lancaster, Pennsylvania, a Third Class City of the Commonwealth of Pennsylvania, hereinafter called the “City”, and the Lancaster City Police Officer’s Association, a corporation of the First Class of the Commonwealth of Pennsylvania, hereinafter called the “Police”, shall be effective on January 1, 2020 and has its purpose of the promotion of harmonious relations between the Police and the City; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, and other conditions of employment.

ARTICLE 2 *RECOGNITION*

SECTION 1 – The City hereby recognizes the Lancaster City Police Officer’s Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all sworn and uniformed Officers of the Lancaster City Bureau of Police but excluding the top management personnel

of the Lancaster City Bureau of Police which includes the Chief of Police and Captains.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1 – It is understood and agreed that the City of Lancaster, at its sound discretion, possesses and retains all management rights in accordance with all applicable laws, including, but not limited to, the right to manage all operations including the direction of the working force, the right to plan and direct the operation of all equipment and other property of the City of Lancaster, except as expressly limited by the terms and conditions of this Agreement.

SECTION 2 – Matters of inherent managerial policy are also reserved exclusively for the City. These include, but are not limited to, such areas of discretion or policy as the functions and programs of the City standards of service, the right to suspend or discharge for reasonable cause, regulate the size of its workforce, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 1 – The City recognizes that it shall be lawful for public employees to join the Lancaster City Police Officer’s Association and to engage in lawful concerted activities for the purpose of collective bargaining, except as expressly limited by the terms and conditions of this Agreement, or to bargain collectively through representatives of their own free choice. Public employees shall also have the right to refrain from any or all such activities except as expressly limited by this Agreement.

ARTICLE 5

MAINTENANCE OF MEMBERSHIP

SECTION 1 – All unit employees who are members of the Lancaster City Police Officer’s Association on the effective date of this Agreement, or who join the Lancaster City Police Officer’s Association in the future, must remain members for the duration of this Collective Bargaining Agreement, except that such employees may resign from the Lancaster City Police Officer’s Association during the fifteen (15) day period prior to the termination of this Agreement

SECTION 2 - If authorized by an employee, by unrevoked written authorization on file with the City, the City will deduct from the employee's wages on a monthly basis a sum equal to such employee's dues and assessments owed to the Lancaster Police Officer's Association (LCPOA). The dues and assessments shall be deducted at the rate of 1/12th of the total assessment from each member's paycheck on the last pay of each month and shall be forwarded to the treasurer of the Lancaster City Police Officer's Association.

SECTION 3 - The employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the authorization. When it is determined by the LCPOA that an employee's payroll dues deductions should cease, the LCPOA shall be responsible for notifying the City in writing. The City shall rely on the information provided by the LCPOA to cancel or change authorizations. Notwithstanding the forgoing, an employee may revoke their dues deduction authorization by giving written notice to the City that their payroll dues deductions should cease. In this circumstance, the City shall provide written notice to the LCPOA of this action by the employee.

SECTION 4 - The employee's written dues deduction authorization for payroll deductions

shall, at a minimum, contain the employee's name, and social security number (last four digits), and may include other information as may be needed by the City and/or the LCPOA.

SECTION 5 - The LCPOA shall indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

SECTION 6 - The Union agrees that there shall be no discrimination, intimidation, restraint, harassment, or pressure by it or its officers, agents, or members against any employee who refuses or fails to join the Union or who at any time revokes their dues deduction authorization.

ARTICLE 6

NON-DISCRIMINATION CLAUSE

SECTION 1 – Both the Employer and the Police agree not to discriminate against any employee on the basis of race, creed, color, sex, marital status, **sexual orientation, gender identity,** age, religion, national origin, handicap status, union activity, or political affiliation.

SECTION 2 – Words used in this Agreement in the singular include the plural, and the plural include the singular. Words appearing in the male gender include the female gender and words appearing in the female gender include the male gender.

ARTICLE 7

NO STRIKE – NO LOCKOUT

SECTION 1 – The police agree that there shall be no strike, picketing, sit-down, slow-down, willful absence from assigned work stations, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment. The City agrees that no lockout against any or all employees shall take place.

ARTICLE 8

WAGE SCHEDULE

SECTION 1 – The annualized wages for all officers shall be as shown in the tables below:

Job Title	1/1/2020 3%	1/1/2021 3%	1/1/2022 3.25%
Lieutenant and Detective 1st Class	\$102,236	\$105,303	\$108,725
Sergeants, Youth Officer & Detective 2nd Class	\$88,904	\$91,571	\$94,553
Detective	\$83,102	\$85,595	\$88,377

Effective December 26, 2011, all new officers hired are placed in the below Police Officer pay scale for the first five years of their employment. Starting with the 6th year of employment, Officers shall be paid at the maximum of Police Officer (PO VI) rate. The base salaries for 2020, 2021, and 2022 are set forth below. Officers on this scale move to the next higher Patrol Officer rank each year on the anniversary of their appointment to the Bureau.

Job Title	1/1/2020 3%	1/1/2021 3%	1/1/2022 3.25%
Police Officer VI (PO IV prior wage scale)*	\$77,303	\$79,622	\$82,209
Police Officer V	\$70,242	\$72,350	\$74,701
Police Officer IV	\$64,443	\$66,376	\$68,533
Police Officer III	\$60,227	\$62,034	\$64,050
Police Officer II	\$56,818	\$58,522	\$60,424
Police Officer I	\$54,112	\$55,735	\$57,547

* Note: The wage scale for Police Officers hired prior to December 26, 2011 has been removed from this Agreement because all Police Officers hired prior to December 26, 2011 have reached the highest Police Officer pay grade (PO IV) in effect prior to that date. The prior Police Officer IV pay grade is equal to the current Police Officer VI pay grade.

SECTION 2 – Notwithstanding the provisions of Section 1 above, officers hired after January 1, 2020 who join the Lancaster Bureau of Police

with prior sworn officer experience shall be placed on the Police Officer pay scale in Section 1 – 1) based on the number of prior years' experience, following successful completion of their Field Officer Training. Placement of an officer on the pay scale based on their prior years of sworn officer experience shall only affect the officer's salary and have no impact on seniority, longevity, pension or any other aspect of pay or benefits based on years of service.

The percentage difference in wages paid between the ranks of Police Officer IV (or Police Officer VI for officers hired after December 26, 2011), **and Detectives is 7.5%**, between Police Officer IV/Police Officer VI and Sergeants is 15%, and between Sergeants and Lieutenants is 15%.

SECTION 3 – A Police Officer will receive Field Training Officer (FTO) pay if they are designated by the Officer in Charge (OIC) and approved by the Division Captain in accordance to the following:

- The Police Officer must be assigned for a period of four (4) hours or more. Any exception to this four (4) hour minimum requirement must be approved by the Officer in Charge and the Division Captain.
- The time card will be marked FTO for the Police Officer to be paid FTO pay.

- The pay rate established for the FTO pay is 10% of the Police Officer's base pay.

ARTICLE 9

OVERTIME

SECTION 1 – Work performed in excess of twelve (12) hours per day or in excess of fourteen (14) shifts of twelve (12) (exceeding 168 hours) hours each in a period of four consecutive weeks shall be paid at one and one-half times the appropriate rate of pay. Any Officer working under the twelve (12) hour schedule who works in excess of twelve (12) hours is entitled to pay at one and one-half times the appropriate rate of pay. Those Officers who are normally scheduled to work an eight (8) hour day shall be paid overtime for all work performed in excess of eight (8) hours per day or in excess of twenty (20) shifts of eight (8) hours each in a period of four consecutive weeks. Such overtime work shall be either authorized specifically or of a type of work for which general authorization has been given. It shall include required training and school time and standing by at the Police Station when so directed. The appropriate rate of pay shall include Base pay, Longevity pay, College Credit, and Shift Differential pay.

SECTION 2 – A Police Officer who is on Funeral Leave, Worker's Compensation or Sick Leave is not entitled to pay or compensatory time if they attend in-service training.

SECTION 3 – In the event an Officer who is entitled to overtime pay elects to be credited with compensatory time in lieu of accepting overtime pay, the Officer will be credited with 1.5 hours of compensatory time for each hour worked in excess of the normal work week. Compensatory time shall be capped at two-hundred (200) hours.

SECTION 4 – There shall be an equalization of overtime opportunity.

SECTION 5 – The overtime rate of pay for Articles 10, 18 and any other article in this contract shall include Base pay, Longevity pay, College Credit and Shift Differential pay.

ARTICLE 10

VACATIONS

SECTION 1 – Regular full-time employees shall be granted paid time off for vacation during each calendar year, as follows:

Required Service	Vacation Hours
After one (1) full year	80
After five (5) full years	120
After twelve (12) full years	160
After eighteen (18) full years	200

Vacation pay shall be computed by averaging the employee's hourly rate and longevity at the time they take their vacation.

ARTICLE 11

HOLIDAYS AND/OR BONUS DAYS

SECTION 1 – All full time members of the police force will receive seventeen (17) fully paid bonus days in lieu of holidays.

SECTION 2 – In addition to the above arrangement for bonus days in lieu of holidays, any full-time member of the police force who is required by the City to work on July 4th, Thanksgiving day, Christmas day, or New Year's day shall be paid at time and one-half pay for the hours they are required to work.

ARTICLE 12

ATTENDANCE AT MEETINGS

SECTION 1 – The duly elected, or appointed, delegates of the Lancaster City Police Officer’s Association, shall be allowed to attend, on City time, the conferences and/or meetings as herein outlined, subject to the approval of the Chief of Police. The Chief of Police shall approve, except when in their opinion it may cause a hardship on the Bureau of Police, an individual, individuals, or all delegates attending such conferences. The delegates shall be granted the time off from their regularly scheduled duty days and shall not be compensated for days on which they are regularly scheduled to be off duty.

SECTION 2 – The maximum number indicated below does not include any member who is a state or national Officer in the F.O.P. Any member who is elected shall be entitled to attend on City time, on the same terms and conditions as locally elected delegates, provided this number does not exceed two (2).

- F.O.P. State Board Meetings: A maximum of two (2) members of the Bureau shall be permitted to attend on City time, as local delegates, as outlined in this section for a maximum period of four (4) days, twice each year.

- F.O.P. State Conference: A maximum of four (4) members of the Bureau shall be permitted to attend on City time, as local delegates, as outlined in this section for a maximum of five (5) days bi-annually.
- F.O.P. Grand Lodge Conference (National): A maximum of two (2) members of the Bureau shall be permitted to attend on City time, as local delegates, as outlined in this section for a maximum of five (5) days bi-annually.

SECTION 3 - President's Time: Association Board Members, while on duty, will be permitted to attend Association meetings unless undue hardship would be caused to the City due to manpower limitations. However, the right to attend these meetings shall not be unreasonably denied. There shall be a four (4) hour maximum provided to each Board member per month.

ARTICLE 13

LIFE & HEALTH INSURANCE

SECTION 1 – Life insurance: Effective January 1, 2009, the City of Lancaster shall provide active sworn members of the Police Force \$50,000 in Group Life Insurance.

SECTION 2 – Life Insurance After Retirement: The City of Lancaster shall provide Seven Thousand Five Hundred (\$7,500) dollars of

Group Life Insurance to a retired Officer. Those Officers who retire after January 1, 1975 but prior to January 1, 1980 will have the amount of Five Thousand (\$5,000) dollars of Group Life Insurance. Officers who retire after January 1, 2020 shall be entitled to Fifteen Thousand dollars (\$15,000) of Group Life Insurance.

SECTION 3 – Health Insurance:

- a) Effective January 1st of each year of this collective bargaining agreement, active officers (not retirees) shall be required to make a pre-tax contribution during their employment toward medical benefit premiums via payroll deduction each pay period, as follows:

2020 – 9% of the applicable premium or applicable COBRA rate for the type of coverage each officer is receiving (e.g., Family Coverage, Parent & Child(ren) Coverage, Employee and Spouse Coverage and Individual/Single Coverage).

2021 – 10% of the applicable premium or applicable COBRA rate for the type of coverage each officer is receiving (e.g., Family Coverage, Parent & Child(ren) Coverage, Employee and Spouse Coverage and Individual/Single Coverage).

2022 – 11% of the applicable premium or applicable COBRA rate for the type of coverage each officer is receiving (e.g., Family Coverage, Parent & Child(ren) Coverage, Employee and Spouse Coverage and Individual/Single Coverage).

- b) For each year of this Agreement, an employee meeting the requirements of the City of Lancaster Wellness Program will be eligible for a 3% reduction (i.e., contribute at 6%, 7% and 8%, respectively) in the contribution required in Section 3a) above.
- c) The City will extend the medical insurance opt-out option to bargaining unit members during the annual open enrollment period. This opt-out program will pay an Officer who elects to opt out of the City sponsored medical insurance coverage a cash bonus equal to 50% of the premium (or applicable COBRA rate) that would be paid by the City for the level of coverage provided to the officer immediately prior to their opting out of coverage. To be eligible for this bonus, the employee must provide proof of other medical insurance coverage.

- d) The adoption of national health insurance legislation may alter certain provisions of this Article. If any such provision is affected by such legislation, either party may reopen this Article by serving written notice upon the other. If the parties have not reached agreement within 90 days after receipt of such notice, the dispute may be submitted by either party for final resolution pursuant to Pennsylvania Act 111 and any other applicable law.
- e) The City reserves the right to change the medical insurance plan, provided that the new plan is substantially similar to the then existing plan, and provided any changes do not increase the out-of-pocket expenses (co-pay, deductibles and insurance premiums) of the members. Either party has the right to arbitrate. Police Officers who retire on or after January 1, 1997 shall be provided with the same hospital and medical benefits (as may be modified thereafter) as active Police Officers, except as provided in Section 6 b) b. below, regarding retiree health benefits for officers hired after December 26, 2011.

- f) For employees participating in the High Deductible Health Plan (HDHP), the City's contribution to the HSA in 2020 will be \$1,250 for employees on employee-only coverage and \$2,500 for employees on all other levels of coverage.

For those employees in the HDHP: Effective January 1st of each year of this collective bargaining agreement, active officers (not retirees) shall be required to make a pre-tax contribution during their employment toward medical benefit premiums via payroll deduction each pay period equal to 7% of each year's applicable medical insurance premium or COBRA equivalent rate. An employee meeting the requirements of the City of Lancaster Wellness Program will be eligible for a 3% reduction (i.e., contribute at 4%) in the contribution required.

The HDHP /HSA Plan shall be administered with the following provisions:

- Employees may only change between the PPO and HDHP during the annual Open Enrollment period.

- The City may terminate, at its sole discretion, the HDHP/HSA model with 90-days written notice prior to the end of a calendar year.
- If the Internal Revenue Service increases the minimum deductible level in the HDHP For 2021 or 2022, the City's contribution to the employee's HSA will increase by the same amount.
- The City's contribution to the employees' HSA accounts will be credited on the first business day of each year for which an employee is eligible for the City HSA contribution.

SECTION 4 – Medical & Prescription Coverage Co-Pays: Employee co-pays for the listed services provided for under the City's health insurance plans for active employees shall be as follows:

Benefit	Co-Pay
Office Visits/Primary Care Doctor	\$15.00
Office Visits/Specialists	\$20.00
Prescriptions:	
Generic	\$10.00
Brand Preferred	\$30.00
Brand Non-Preferred	\$50.00
Mail Order Generic	\$20.00
Mail Order Brand Preferred	\$75.00
Mail Order Brand Non-Preferred	\$100.00

Emergency Room Visits (fee waived if admitted)	\$75.00
Urgent Care	\$25.00
Deductibles for network & out of network:	
Individual	\$150.00
Family	\$300.00

Active officers have the option to opt-out of the network and receive medical coverage as follows:

Service	Allowance
Surgical Expense Benefit	Usual & Customary Rate (CR)
Service	Allowance
Diagnostic X-Ray & Laboratory	\$300
Prescription Drugs	Prescription drugs are not covered under Drug Prescription Plan; covered under Major Medical
Mental & Nervous Disorder	50% of covered expenses in Accordance with Mental Health Parity Act. For any person confined to a State Licensed institution or drug and alcohol the City will pay 100% up to a maximum of \$25,000.

SECTION 5 - Vision Benefits: In addition to the coverage in this Section 3, the City of Lancaster shall provide for the life of this contract for each active member and dependents insurance for the costs of eye examinations and refractions provided by the City’s chosen vision insurance provider as follows:

Service	Allowance
Eye Examinations & Refractions – one per year	100% UCR, up to a maximum of \$150.00
Frames	\$100.00
Single Vision Lenses (pair)	\$100.00
Bifocal Vision Lenses (pair)	\$150.00
Trifocal Vision Lenses (pair)	\$175.00
Aphakic Vision Lenses (pair)	\$200.00
Hard Contact Lenses (pair)	\$200.00
Soft Contact Lenses (pair)	\$200.00
Lasik Eye Surgery	\$1,500.00 lifetime benefit

SECTION 6 - Dental care: Each active member and dependents shall be provided, by the City's chosen insurance provider, dental coverage which is modified to add Oral Surgery, Crowns, Inlay and Onlay Restoration (50%) UCR. Additionally, the City will pay one hundred percent (100%) of the Usual, Customary, and Reasonable (UCR) cost of orthodontic benefits to a lifetime maximum of \$2,000.00 per employee and each dependent as defined in the plan. Periodontal gum graft treatments shall be a covered benefit with a lifetime limit of \$2,000. [Note: The uncovered portion of any gum graft treatments is an eligible expense to be paid from funds in an officer's Health Savings Account.]

SECTION 7 – Retirees: All members of the Police Force, their spouse and/or dependent children, shall receive full hospital, medical and prescription benefits at no cost to the member, his or her spouse and/or dependent children, in effect at the time of retirement and shall continue thereafter unless the retired officer becomes employed by another employer. Upon employment with a subsequent employer, the officer, their spouse and/or dependent children, must accept medical coverage offered by the subsequent employer and terminate coverage under the City’s group health insurance plan. Upon termination of employment with any subsequent employer, the officer, their spouse and/or dependent children must elect, in writing within sixty (60) days of the termination of employment, to re-enroll under the City’s group health insurance plan or else forfeit reinstatement into the City’s plan.

- 1) Effective January 1, 1997, Officers who retire on or after that date shall be provided with the same out-of-network (indemnity plan) benefits which are identified in the City’s Health Plan (and as may be modified thereafter) for active Officers. Thus, if the out-of-network (indemnity plan) benefits are modified, consistent with the parties’ bargaining rights and obligations, such modifications shall apply both to active

Officer and to Officers who retire on or after January 1, 1997.

- a. For all officers hired before December 26, 2011, if a covered person is eligible for Medicare, then the City's insurance benefit will supplement Medicare.
- b. For all officers hired after December 26, 2011, the City will provide those employees (and eligible spouses) who retire and are under the age of sixty-five (65) (and therefore not Medicare eligible) the same medical insurance coverage provided to then active police officers (and as may be modified from time-to-time thereafter). Except as may otherwise be provided below, City provided medical insurance coverage shall cease for the retiree and/or eligible spouse upon reaching the age of Medicare eligibility.
 - i. If the retiree dies, his spouse will be provided coverage to age 65 or until such time the spouse becomes eligible for Medicare due to disability or other reason. If the surviving spouse of the retiree remarries, the coverage will cease.

- ii. If the surviving spouse of the retiree remarries, the new spouse will not be eligible coverage.
 - iii. If the regular Medicare eligibility age is increased by federal legislation, this entitlement to coverage shall continue beyond age 65 until the newly established age of Medicare eligibility.
 - iv. The City's responsibility for the cost of said retiree medical insurance shall be capped at 50% of the cost of the medical insurance coverage elected by the retiree. Post-retirement medical insurance coverage shall be the plan made available to active police officers at any given time and shall automatically change for retirees entitled to benefits (as well as any eligible spouse) if such plan changes for active police officers.
- 2) As a condition of continued coverage under the City's plan pursuant under this Section 6, all retired members of the Police Force agree, upon request, to provide annual certification of their employment status. Failure to provide annual certification

of their employment status, after request, shall result in loss of coverage under the City's plan. This section of the Collective Bargaining Agreement shall be interpreted to provide that if a uniformed retiree should die after leaving the City's group health insurance plan, but before re-enrollment following the subsequent employment, the City's group health insurance plan will allow the spouse and/or dependent children of that deceased uniformed retiree to re-enroll into the City's group health insurance plan.

- 3) Officers who retire after January 1, 2015 will be eligible to continue with the same dental and vision benefits provided to then active police officers (and as may be modified from time to time thereafter) for themselves and an eligible spouse. An eligible spouse is one who was married to the officer for at least one year prior to their retirement.

These benefits shall continue, at no cost to the retiree or eligible spouse, thereafter unless the retired officer becomes employed by another employer. Upon employment with a subsequent employer, the officer and their spouse must accept the dental and/or vision coverage offered

by the subsequent employer and terminate coverage under the City's plan(s). Upon termination of employment with any subsequent employer, the officer and their spouse must elect, in writing within sixty (60) days of the termination of employment, to re-enroll under the City's plan(s) or else forfeit reinstatement into the City's plan.

SECTION 8 – Prescription Drug Plan: All active Police Officers and their dependents will be covered under the City of Lancaster Drug Prescription Plan. Co-pays shall be as described in Section 4. All payments for prescriptions under the Drug Prescription Plan will be applied toward the yearly cash deductible per individual or family until the deductibles are met.

SECTION 9 – Covered Spouse: A dependent spouse who is eligible for coverage under their employer's plan, whether as an active employee or retiree, but elects not to enroll, is not eligible for coverage under the City of Lancaster plan. "Eligible" means coverage is available and the employee contribution for employee medical insurance coverage is less than 50% of the insured rate, if insured, and COBRA rate if self-funded. If the spouse elects to enroll in their employer's plan and elects coverage under the City of Lancaster plan, the City's plan will coordinate as a secondary plan.

SECTION 10 – Enrollment: Enrollment in the benefit plan will be on an annual basis with changes permitted within 30 days of a qualifying event as defined in Federal law: A change in family status which effects those covered (i.e. marriage, death, divorce, birth or adoption, a change in spouse’s employment status causing a loss of health or dental coverage for you or your dependents, a change in your employment status causing a loss of coverage.)

ARTICLE 14

SICK TIME, BEREAVEMENT/FUNERAL LEAVE & FAMILY/MEDICAL/ SERVICEMEMBER LEAVE

SECTION 1 – Sick Time:

- a) Sick leave shall be defined as paid leave provided to compensate a Police Officer who cannot come to work due to legitimate bona fide illness or non-work related injury to him/herself. Up to five (5) days per calendar year of sick leave available to the Police Officer may be used for the care of a sick child or spouse. This time is not considered Family & Medical Leave under the City’s FMLA policy.

- b) All Police Officers with a hire date before August 7, 2008 shall have the following sick leave:

Service	Allowance
0 up to five (5) years	300 days
Five (5) years up to ten (10) years	400 days
Ten (10) years or more	500 days

Each Police Officer shall be granted twenty-one (21) working days of sick leave per year. The unused sick leave time will be carried forward to the next year. The unused balance of sick leave plus the 21 days credit each year cannot exceed the balance maximums listed in above. When a Police Officer reaches the 5th and 10th years of employment and is entitled to 400 and 500 days respectively of maximum sick leave, the Officer will be credited with the unused sick days from his or her prior years of service up to the maximum limit to which the Officer is allowed.

- c) For Police Officers hired on or after August 8, 2008 sick leave shall be as follows: 21 working days of sick leave per year. Any unused sick leave will be carried forward to the next year. The 21 sick days and unused carryover can at no time exceed 297 days.

- d) Any Police Officer who accrues the maximum number of days and who does not use any sick leave during the calendar year or uses only limited sick leave will be paid a bonus based on the following. This bonus will be paid no later than January 31st of the following year.

Attendance	Allowance
0 days (0 hours)	\$400
1 day (1-12 hours)	\$350
2 days (13-24 hours)	\$300
3 days (24-36 hours)	\$200

Any Police Officer who has not accrued the maximum number of days will receive the same bonus above and carry the additional days forward to the next year.

- e) A Police Officer upon retirement after 20 years or more of service will be able to receive \$10.00 per day for each unused sick leave day to a maximum of 40% of the accrued sick leave available to the Police Officer at retirement.

SECTION 2 – Family/Medical/Servicemember Leave of Absence: Police Officers shall comply with the City’s Family and Medical Leave Act policy (City HR Policy #804-C).

SECTION 3 – Bereavement/Funeral Leave:

In order for an employee to be eligible for bereavement leave they must attend the funeral.

Five (5) working days off with pay shall be granted in the event of the death of an employee's mother, father, husband, wife, and child/stepchild. Three (3) working days off with pay shall be granted in the event of the death of an employee's stepmother, stepfather, brother/step-brother, sister/step-sister, father-in-law, mother-in-law, grandparent, grandchild. In the event of the death of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law or son-in-law such employee shall be given one (1) day off with pay to attend the funeral. In-laws mean the immediate family of the employee's present spouse.

ARTICLE 15

PARKING

SECTION 1 – The City will provide thirty-five (35) parking spaces for use by the on-duty sworn members of the Bureau of Police. The Police Officers will park in the Water Street Garage.

SECTION 2 – As an alternative to the parking in the Water Street Garage, the City will pay up to \$22.00 per month for a monthly bus pass for

those persons presently utilizing the Water Street Garage if they desire to utilize bus transportation for going to and from work in lieu of parking their privately owned vehicles in the Water Street Garage.

ARTICLE 16

CLOTHING ALLOWANCE/UNIFORM MAINTENANCE ALLOWANCE

SECTION 1 – The City of Lancaster shall pay to Police Officers who wear plain clothes, a clothing allowance of six hundred fifty (\$650) dollars per year.

SECTION 2 – The City of Lancaster shall pay a uniform maintenance allowance of three hundred fifty (\$350.00) dollars to all Police Officers not entitled to receive the above clothing allowance for plain clothes.

SECTION 3 – In addition, the City of Lancaster shall provide sworn members of the Police Force with a shoe allowance of one hundred seventy-five (\$175) dollars per year.

SECTION 4 – The City of Lancaster shall provide sworn members of the police force with flashlights.

SECTION 5 – Members of the Police Bureau shall be reimbursed for the replacement for the following personal items damaged while in the performance of duty:

- a) Prescription eyeglasses up to a maximum of \$300. If the Police Officer had glasses for two or more years, he or she will be required to first submit the bills to the vision program. The balance would be reimbursed up to a maximum of \$300.
- b) Watches will be covered up to a maximum of \$50.

ARTICLE 17 *LONGEVITY PAY*

SECTION 1 – In addition to the annual salary set forth above, each officer shall be paid Longevity Pay calculated as a percentage of their annual base pay.

SECTION 2 – Effective January 1, 2015 and continuing on each January 1 thereafter, an officer's years of service for the purposes of calculating longevity will be the number of full years of service the officer will have completed during that calendar year, beginning in the year in which the officer will have completed four (4) years of service. Longevity shall be calculated and paid based on the following schedule:

Years of Service	% Longevity	Years of Service	% Longevity	Years of Service	% Longevity
1	0	11	4.25%	21	8.25%
2	0	12	4.50%	22	8.50%
3	0	13	4.75%	23	8.75%
4	1.00%	14	5.00%	24	9.00%
5	2.00%	15	6.00%	25	10.00%
6	2.25%	16	6.25%	26	10.25%
7	2.50%	17	6.50%	27	10.50%
8	2.75%	18	6.75%	28	10.75%
9	3.00%	19	7.00%	29 - 40	11.00%
10	4.00%	20	8.00%		

SECTION 3 – For all officers hired on or after January 1, 2015, the following longevity schedule shall apply. Beginning on January 1 after an officer has completed four (4) full years of service, an officer shall receive longevity pay in the amount of 1% of annual base salary. On January 1 of each subsequent calendar year, the officer’s longevity shall increase by .25% to a maximum of 10% of salary.

Years of Service	% Longevity	Years of Service	% Longevity	Years of Service	% Longevity
1	0	15	3.75%	29	7.25%
2	0	16	4.00%	30	7.50%
3	0	17	4.25%	31	7.75%
4	1.00%	18	4.50%	32	8.00%
5	1.25%	19	4.75%	33	8.25%
6	1.50%	20	5.00%	34	8.50%
7	1.75%	21	5.25%	35	8.75%

8	2.00%	22	5.50%	36	9.00%
9	2.25%	23	5.75%	37	9.25%
10	2.50%	24	6.00%	38	9.50%
11	2.75%	25	6.25%	39	9.75%
12	3.00%	26	6.50%	40	10.00%
13	3.25%	27	6.75%		
14	3.50%	28	7.00%		

ARTICLE 18

COURT PAY, STAND-BY PAY AND DETECTIVE ON-CALL PAY

SECTION 1 – A member of the police force shall be entitled to be paid one and one-half times their regular rate of pay with a minimum of two (2) hours pay when they are required to attend, during their off-duty time, hearings at a Magisterial District Justice’s Office. In cases where a member of the force is required to be on call during their off-duty time, they shall be paid one and one-half times their rate of pay for the time they are required to be in an “on call/stand-by” status. All fees or other compensation received for attendance at such proceedings shall be paid over to the City.

Overtime and stand-by pay shall be the same as above except in cases where the member of the police bureau is required to appear for **any** court proceeding held at the Court of Common Pleas or Federal Court in the performance of the officer’s duties, the minimum guarantee shall be

three (3) hours pay. (Proceedings would include but are not limited to: PFA Hearings, PennDOT Hearings, Criminal Trials, Civil Trials and appearances at any of the diversion courts – Domestic Violence Court, Mental Health, Veteran's, etc.)

A member of the police force shall be entitled to be paid one and one-half times their regular rate of pay with a minimum of two (2) hours pay when they are required to attend, during their off-duty time; trial preparation, depositions, appear as a witness in other minor judicial proceedings such as arbitrations, unemployment compensation hearings, etc. or required to attend meetings as ordered by Bureau Command Staff or designee.

SECTION 2 – On call pay shall be received during hours that members of the Criminal Investigation Division are not regularly assigned to work. One investigator may be placed on call at any given time during those hours that are not regularly scheduled. The rotation of being on call shall be equally disseminated to the investigators by the Captain of the Criminal Investigative Division or their designee. It is the responsibility of the person on call to respond as promptly as possible or the employee shall forfeit that portion of on call pay and may be subject to the provisions of the Bureau of Police

Policy Manual. The hourly rate of pay for the person on call will be an hourly rate of pay equal to the current federal minimum wage scale as published by the Federal Government. Should an incident occur and the on call investigator be called in, he or she will then be paid their respective overtime rate of pay as defined in the Collective Bargaining Agreement.

SECTION 3 – A member of the police force shall be paid one and one-half (1.5) times their regular rate of pay with a minimum of three (3) hours when they are required to attend any matter for which a civil subpoena has been issued, due to their duties as police officer which is not otherwise covered under Section 1 of this Article.

SECTION 4 - On call pay shall be received by an officer who is the Acting Captain and also fulfilling the role of the Duty Captain during hours that the Acting Captain is not regularly assigned to work. The hourly rate of on call pay will be an hourly rate of pay equal to the current federal minimum wage scale as published by the Federal Government. Should an incident occur and the Acting Captain be called in, her or she will then be paid the appropriate overtime rate of pay based upon Acting Captain pay.

ARTICLE 19

PAY FOR COLLEGE CREDITS

SECTION 1 – Each member of the Bureau of Police who has served a minimum of four (4) years on the police force and who has attained an Associate Degree or its equivalent (60 credits) from an educational institution recognized by the City, shall be paid an additional sum of Seven Hundred Fifty (\$750) dollars per year, and each such member who has attained a Bachelor's Degree or its equivalent (120 credits) from an educational institution recognized by the City, shall be paid the sum of Fifteen Hundred (\$1500) dollars per year.

SECTION 2 - This payment shall be made bi-weekly. Payment will commence with the first bi-weekly pay period following the officer's eligibility.

ARTICLE 20

GRIEVANCE PROCEDURE

SECTION 1 – Definition of Grievance: Grievances shall be limited to matters of interpretation, application and enforcement of provisions of the collective bargaining agreement, disputes arising under the Pennsylvania Heart and Lung Act and disputes as to whether there is just cause for the imposition of discipline or discharge.

SECTION 2 – If any Officer has any complaint alleging a grievance as defined in Section 1, such Officer shall present it in writing to the Police Chief of the City of Lancaster within thirty (30) days of the initial occurrence giving rise to such action or the date on which the Officer should have known of the occurrence. The parties may extend the times set forth in this provision by agreeing in writing to do so.

The Police Chief shall have fifteen (15) working days to attempt to resolve the grievance. A written response is required. If there is no response to a grievance within the specified time period, the grievance shall be deemed to be denied and may be moved to the next step of the grievance process.

SECTION 3 – If a grievance is not resolved within the time period specific Section 2, the Police Officer may present their grievance in writing within five (5) days to the Bureau Chief of Human Resources who shall have fifteen (15) days to attempt to resolve the grievance. The Bureau Chief of Human Resources shall issue a written response. If there is not response to the grievance within the specified time period, the grievance shall be deemed to be denied and may be moved to the next step of the grievance process.

SECTION 4 – If it is not resolved within those fifteen (15) days, the Lancaster City Police Officers Association may request in writing within five (5) days that the grievance be presented to an Arbitrator selected under the provisions of this article. The Chief of Human Resources and the President of the Lancaster City Police Officers Association shall attempt to pick an Arbitrator agreeable to both parties.

If the third party cannot be agreed upon within five (5) days, the Police Association shall request the American Arbitration Association to provide a list of nine (9) Arbitrators to the parties. From this list, the parties shall select the Arbitrator by alternately striking one (1) name from the list until only one (1) name remains. The City shall strike the first name.

The Arbitrator shall hold a closed hearing for each case with all those involved in attendance. The costs of Arbitration shall be borne equally between the Lancaster City Police Officer Association and the City. The Arbitrator shall render a written decision within thirty (30) days from the date of the arbitration hearings. This decision of the Arbitrator shall be final and binding on both parties.

SECTION 5 – Civil Service Hearings and Grievances: The filing of a grievance by either a Police Officer or the Association constitutes a waiver of the right to pursue a Civil Service hearing and that the request for a Civil Service hearing constitutes the waiver of the right to pursue grievance arbitration regarding the same matter.

SECTION 6 – American Arbitration Association: The selection of a neutral Arbitrator shall be made pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

SECTION 7 - Heart and Lung Issues: With respect to issues relating to an officer's initial or continued eligibility or entitlement to benefits under the Heart and Lung Act which arise on or after January 1, 2008, the Association or the City may demand arbitration of such issues. In addition, the steps of the grievance procedure need not be followed prior to demanding arbitration and no decision of the arbitrator regarding such disputes shall be retroactive. With respect to selecting an arbitrator to hear such disputes regarding an officer's initial or continued eligibility for or entitlement to benefits under the Heart and Lung Act, the parties shall agree upon a panel of at least three (3) arbitrators to handle such disputes on an

expedited basis pursuant to this provision. Arbitrators shall be selected from the list based on an agreed-upon rotation, availability and ability to comply with the times periods contained herein. If the parties cannot agree on a rotation, the arbitrators shall be selected randomly.

Once arbitration is sought on an issue regarding an officer's initial or continued eligibility or entitlement to benefits under the Heart and Lung Act, a hearing will be held before the arbitrator within thirty (30) days of the demand for arbitration. A decision shall be issued within thirty (30) days thereafter. If the parties choose to file briefs, they shall be filed thirty (30) days after the hearing and a decision shall be rendered within thirty (30) days after briefs are filed. Each January, each party may independently remove one (1) name from the list and replace that name with a new arbitrator that is agreed upon by the parties.

The time periods may be extended by the agreement of the parties or by order of the interest arbitrator. Both the Association and the City must endeavor in good faith to resolve such disputes as soon as possible by utilizing this procedure, with the goal of doing so within 90 to 120 days after the demand for arbitration is made.

ARTICLE 21

ACTING OFFICER PAY

SECTION 1 – Police Officers serving as acting officers for four hours or more during a tour of duty in circumstances wherein the acting officer's status requires that they assume additional and different duties and responsibilities than required by their normal rank of office, shall receive the higher officer's rate of pay for all time served in that capacity.

ARTICLE 22

STATUTORY SAVINGS

SECTION 1 – Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or decree by the Pennsylvania Supreme Court or government agency of final jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect and the invalid portion brought into compliance with the legislation, agency or court decree.

ARTICLE 23

PRINTING OF CONTRACT

SECTION 1 – The City shall print the contract within ninety (90) days of the execution of a contract or the issuance of an arbitration award, whichever may occur, and the cost is to be shared equally with the members of the Lancaster City Police Bureau.

ARTICLE 24

SUCCESSORS

SECTION 1 – It is hereby agreed that the terms and provisions of this Agreement shall be binding upon the successors or assigns of the respective parties hereto.

ARTICLE 25

DEFENSE OF THIRD PARTY

LIABILITY CLAIMS

SECTION 1 – When a claim is asserted or an action brought against an employee covered by this Agreement for damages on account of an injury to a person or property, and it is alleged that the act or omission of the employee which gave rise to the claim was within the scope of the employee's duties of employment, the City will, upon written request of the employee, defend the action bearing all costs, expenses, and fees related thereto, unless or until there is a judicial determination that such act or

omission was not within the scope of the employee's duties of employment.

Where a defense of the employee has been undertaken, the City will indemnify the employee for the payment of any judgment on the suit unless there is judicial determination that the act or omission was not within what the employee in good faith reasonably believed to be the scope of their duties of employment, and the act or omission of the employee did not constitute a crime, actual fraud, actual malice or willful misconduct.

SECTION 2 – In the event that criminal charges are brought against any member as a result of his or her duties as a Police Officer, the Police Officer shall be reimbursed for all reasonable attorney's fees paid, provided he or she is found not guilty, or if the charges are dismissed or withdrawn.

SECTION 3 – When an action is brought against an employee for damages on account of an injury to a person or property, and it is not alleged that the act or omission of the employee which gave rise to the claim was within the scope of their office or duties, the City shall, upon written request of the employee, defend the action, if the employee establishes to the City a prima facie case that the act or omission

was within the scope of their office or duties and such undertaking to defend thereafter may be withdrawn only with the approval of the court. The employee's right of indemnity shall be as set forth in Section (1) above.

SECTION 4 – It is the intention of the parties that this provision shall be construed to be in furtherance and not in limitation of any of the mutual rights and responsibilities of the parties under the political Subdivision Tort Claim Act (Act No. 330 of 1978) which rights and responsibilities, to the extent not covered by this Agreement, shall be fully available to the parties hereto.

ARTICLE 26

SHIFT DIFFERENTIAL PAY

SECTION 1 – Effective January 1, 2020, a shift differential pay of \$1.20 an hour is authorized for work between 3:00 PM – 11:00 PM and \$1.50 an hour for work between 11:00 PM – 7:00 AM.

ARTICLE 27

RESIDENCY REQUIREMENT

SECTION 1 – All sworn members of the Bureau of Police are permitted to reside within Lancaster County and any contiguous Pennsylvania county (Berks, Chester, Dauphin, Lebanon, and York).

ARTICLE 28

MILITARY BUY-BACK

SECTION 1 – Police Officers hired on or after January 1, 2014 are not eligible to purchase military time under this Article.

SECTION 2 - A sworn Police Officer of the Bureau of Police hired prior to January 1, 2014 may purchase back years of military service in accordance with the following procedure:

- a) A Police Officer must have worked as a Police Officer for the City of Lancaster for at least twenty (20) years to retire.
- b) A Police Officer can purchase all or part of their military buy-back time after completing fifteen (15) years of active service. The buy-back time can only be used after completing twenty (20) years of work as a Police Officer with the Lancaster City Bureau of Police for the purpose of completing the twenty-five (25) year requirement for payment of benefits.
- c) An Officer can purchase no more than five (5) years based on their military active duty.
- d) The purchase of military time will be as follows: Military time will be calculated at a rate of 10% of a Lieutenant's salary for each year of portion thereof, plus a 6% interest rate, compounded annually from the year of

military service to the date of payment for purchase from the Bureau of Police. Payroll deduction will be possible through the life of the contract. The Officer must purchase the most recent years of military service if the Officer is buying back only a portion of their military service.

ARTICLE 29

TWELVE-HOUR SCHEDULE

SECTION 1 - The purpose of this agreement is to establish an alternate schedule consisting of twelve-hour days to be worked by Officers assigned to the four (4) platoons of the patrol division. The Chief of Police may, at their discretion, assign other Officers to work this schedule. For the purpose of the alternate schedule, a day comprises twelve hours unless otherwise specified. The following changes are applicable to Officers assigned to work the alternate schedule.

SECTION 2- Holidays: For the purposes of this schedule, holidays will be converted into hours. A day, as referred to in Article 12, Section 1 is comprised of 8 (eight) hours. The Officers assigned to this schedule will receive one-hundred thirty-six (136) fully paid bonus hours in lieu of Holidays. The Officers shall take bonus hours in a minimum of four (4) hour blocks.

SECTION 3 – Relief Time: The twelve-hour schedule utilizes fourteen (14) twelve-hour days worked every twenty-eight days resulting in an excess of eight hours worked every twenty-eight days. This extra time worked will be taken as directed by Police Bureau policy.

SECTION 4 – Sick Time: For the purposes of this schedule, sick leave will be converted into hours. A day as referred to in Article 15, Section (7) will comprise 8 (eight) hours.

- a) Sick leave by hours will be charged against the Officers accrued sick time for any full 12-hour day or any part of the day an Officer does not work due to taking sick leave.
- b) For the purposes of determining the Officer's sick leave bonus as provided for in Article 15, Section 1 (b) a day shall equal a shift the Officer was scheduled to work at the time of illness. Therefore, an Officer scheduled to work a twelve (12) hour shift would only be charged one (1) day for their shift.
- c) Upon retirement, all sick time will be converted back to eight-hour days for calculation of compensation for the time as provided in Article 15, Section 1.

SECTION 5 – Bereavement Time: A day of bereavement shall constitute 12 hours only for those officers who work a 12-hour schedule.

ARTICLE 30

PENSION

SECTION 1 – Pension coverage shall be in accordance to Chapter 64, Article I (Police Officers’ Relief) of the City of Lancaster Codified Ordinances with the following modifications.

SECTION 2 – The City of Lancaster shall distribute to the police pension fund no less than the amount of state-provided funds which are based on the census of the Bureau of Police.

SECTION 3 – Pension coverage shall be in accordance with Chapter 64, Article I (Policemen’s Relief) of the City of Lancaster Codified Ordinances with the following modifications applicable to all Officers hired on or after January 1, 2011:

- a) Retirement benefit shall be based on gross monthly wages plus longevity. Gross monthly wages exclude overtime pay and other remunerations. A retiring Officer’s base rate compensation, as calculated and referenced in Chapter 64, Article I, shall be calculated based on the Officer’s actual rank at the time of the

retirement. Longevity included in the Officer's retirement benefit calculation shall be the most recent (past) longevity paid to the officer.

- b) Section 64-7, Service Increments, shall not apply; however, retirees shall be eligible for the service increment contained in 54 PS Section 39303(b)(1)).

SECTION 4 - Effective 1/1/20, the City agrees to open participation in the Supplemental Pension Plan to all officers. Officers may contribute up to 10% of annual base salary.

Officers hired prior to 1/1/11 are eligible to participate in the City's Supplemental Pension Plan by contributing up to 10% of annual base wage. The City will not provide a match for officers hired prior to 1/1/11.

For those officers hired on or after 1/1/11, the City will match 25% of each officer's contribution, with the City's contribution capped at 1.25% of the officer's annual base wage.

Effective January 1, 2020, officer enrollment in the Supplemental Pension Plan will be automatic upon hire, but the newly hired officer will have the option to opt out of the Supplemental Plan participation. Those newly

hired officers who do not opt out of enrollment will have their Supplemental Plan contributions start at 3% of their annual wage.

ARTICLE 31

TERMINATION

SECTION 1 – This Agreement shall remain in full force and effect for a period of three years, effective January 1, 2020, through December 31, 2022.

ARTICLE 32

PAST PRACTICE

All existing benefits not modified by this Agreement shall remain in full force and effect.

ARTICLE 33

DISCIPLINE

SECTION 1 - Official Complaint: Any complaint made where the complainant provides their name, address and telephone number and the complainant has completed a signed statement. A signed statement shall not be required if the complainant is a member of the Police Bureau.

The complaint shall also be official if not signed but is of a criminal nature.

SECTION 2 - Whenever an officer covered by this Agreement is the subject of a Disciplinary Investigation that could lead to suspension and/or termination the interview shall be conducted in the following manner:

a) The interview of the officer, other than in the initial stage of the investigation, shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.

b) If the interview is being conducted by a member of Professional Standards or a member(s) of the Command Staff or at the direction of Professional Standards or the Command Staff, the complete interview of the officer(s) shall be recorded electronically (audio or audio/video). There will be no 'off the record' conversations except by mutual agreement by both the officer being investigated and the investigating officer. Nothing discussed 'off the record' shall be used as part of the investigation nor shall it be submitted for any official action. It shall be the responsibility of the City and the Officers Association to provide their own electronic recording device.

c) If there is a video or audio recording that is relevant to the complaint or disciplinary investigation, the officer should be given the opportunity, with his union representative, to

hear and view the recording before he is interviewed or provides any written statement. This would include any recording of the incident that gave rise to the issue for which the officer is being interviewed or required to give a statement.

d) The officer shall be informed of the nature of the investigation before any interview commences. Sufficient information shall be disclosed to reasonably apprise the officer of the allegations.

e) Immediately prior to the interview of an officer under investigation, they shall be informed in writing of the nature of the complaint.

f) An officer being interviewed shall have the right to be represented by a member of the Association. The interview shall be suspended for a reasonable time until the representative can be present. The representative's role shall be limited to enforcement of the contract and employee's due process rights. The representative shall not interfere with the investigation or interview.

SECTION 3 - When an officer covered by this Agreement is required to give a written statement or an oral statement in the presence of an observer, as a witness in any disciplinary investigation, or as a witness in a police shooting investigation, at the request of the officer, the interview shall be conducted in the following manner:

a) The interview of the officer shall be conducted at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.

b) Prior to the interview the officer being interviewed shall be informed of the identity of the person in charge of the investigation, the interviewing officer, the identity of all persons present during the interview and the nature of the complaint-including the date, time location and event number (if applicable).

c) The officer will be provided with a copy of any written statement they have made within forty-eight (48) hours of the time that the statement was made. An officer will be provided with a copy of any electronically recorded oral statement and/or a transcript of an electronic recording within ninety-six (96) hours of the time the statement was made.

d) An officer being interviewed as a witness in any matter that may become criminal in nature shall have the rights afforded to him/her in the *GARRITY* decision.

e) An officer being interviewed shall have the right to be represented by a member of the Association. The interview shall be suspended for a reasonable time until the representative can be present.

f) The length of the interview will be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

SECTION 4 - An officer under investigation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein nor shall the officer be subjected to any offensive language, coercion or promise of reward as an inducement to answering questions.

a) An officer under investigation will be provided with a copy of any written statement they have made within forty-eight (48) hours of the time that the statement was made. An officer will be provided with a copy of any electronically recorded oral statement and/or a transcript of an electronic recording within ninety-six (96) hours of the time the statement was made.

b) Unless specifically authorized in writing by the Chief of Police, no complaint of a non-criminal nature or allegation of any misconduct concerning any incident or event which occurred three (3) years prior to the date of the complaint or allegation became known to the Police Bureau shall be made the subject of a Civilian Complaint nor shall any complaint be

reopened or re-investigated after three (3) years of the date that the complaint was received.

c) No anonymous complaint made against an officer shall be made the subject of an internal investigation unless the allegation is a violation of the Pennsylvania Crimes Code, Pennsylvania Vehicle Code, the Crimes Code of another state of the United States or criminal violation of a federal statute.

d) The length of the interview will be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest. At the conclusion of the interviewer's questions the employee and their Association representative may take a reasonable break to consult, and thereafter the employee may make an additional factual statement of clarification.

e) All non-criminal investigations shall be completed as soon as is practicable given the circumstances of the investigation, availability of those being interviewed, and other factors that may affect the timeliness of the investigation. If an investigation will take more than ninety (90) days from when an officer has been notified of the commencement of the investigation, additional extensions of time may be granted to complete the investigation. Extension requests must be made in writing (to include electronic communications) from Police

Command Staff or City Human Resources and shall include the reason(s) the extension is being requested, and a number of business days being requested in the extension or include a specific date when the requested extension will end. Such extension requests will not be unreasonably denied by the Association.

f) Officers who are the subject of an investigation shall be provided with written notification as to the disposition of the investigation within fourteen (14) days of completion.

SECTION 5 - The officer that is being investigated shall have the right to file a written response to any Official Complaint filed against him/her. The response shall be placed in the employee's personnel file and shall be attached to the report.

a) If disciplinary action is imposed on an officer, pending the determination of misconduct, that results in a loss of pay, and that complaint is subsequently determined to be unfounded or non-sustained, or the employee is exonerated, the disciplinary action shall be revoked and the officer shall receive all back pay, rank and Collective Bargaining Agreement benefits lost as a result of the disciplinary action.

b) Any member of the Association shall have the right to request in writing to their Division Captain that any oral or written disciplinary

reprimand to be expunged after a period of one (1) calendar year from the date of the infraction. The Officer's Division Captain may expunge such material without additional action.

c) However, if the Officer's Division Captain declines to expunge the oral or written disciplinary reprimand, a hearing shall be held in front of a committee to be composed of three (3) members of the Police Bureau Command Staff and two (2) members of the Officers Association. A 3/5 majority vote of the Committee shall be deemed sufficient to have the oral or written disciplinary record(s) expunged. If the matter is resolved via a hearing, there is no appeal or further action to be taken on the oral or written disciplinary reprimand in question.

d) Any employee receiving any type of oral or written reprimand shall have the right to have a hearing for such matter. The hearing shall be conducted before the appropriate Division Commander. The purpose of the hearing shall be to determine the validity of the reprimand. The decision of the Division Commander shall be final in these matters.

ARTICLE 34

SCHEDULE CHANGE

Absent an emergency situation, the City shall notify an employee of a schedule change a minimum of five (5) days prior to the change. This notice shall only apply to a change of days to be worked.

ARTICLE 35

OFFICER INVOLVED SHOOTING

The Police Bureau Officer Involved Shooting protocol in effect as of January 1, 2020, and as it may be modified from time to time thereafter, is hereby incorporated into the Agreement by reference.

ARTICLE 36

JURY DUTY

SECTION 1 – When a member is called for jury duty service they shall be excused from their regular duties on the day(s) they are required to attend jury duty. For any member scheduled day shift in which time off for such jury service is granted, the member shall be paid their full day(s) pay. The member shall be required to turn over to the City adequate proof of jury duty service and compensation, if any, in order to receive the compensation provided above.

SECTION 2 – For the purpose of this section, day shift shall be defined as any shift beginning between 5AM (0500) and 8AM (0800). Members who are scheduled to work a day shift shall not be required to report for duty on any day they are required to report for jury duty, unless released from jury duty not less than four (4) hours prior to the end of their regularly scheduled shift, in which event the member shall be allowed two (2) hours from the time they are released from jury duty to report for work and work the remainder of their regular scheduled shift.

Section 3 - Members scheduled to work any other than the day shift shall not be required to work on any day they are required to report for jury duty. In addition, employees shall have a minimum of ten (10) hours off-duty prior to the scheduled reporting time for jury duty.

Section 4 – Members may be excluded from jury duty by order of the Lancaster County Court of Common Pleas.

ARTICLE 37
LENGTH OF AGREEMENT

SECTION 1 – This Agreement shall be effective on January 1, 2020 and remain in full force and effect from January 1, 2020 until and including December 31, 2022.

FOR THE CITY OF LANCASTER, PA

Dominic Grace 8/21/20
Mayor Date

Leanne Anderson 8/21/20
Controller Date

FOR THE LANCASTER CITY POLICE OFFICERS' ASSOCIATION

Robert W. H. [Signature] 8-27-2020
President Date

Attest: *[Signature]* 8/21/20
City Clerk Date