



CITY COUNCIL

Meeting Agenda

***Special Meeting
Council Chambers***

***Tuesday, June, 2021
5:00 P.M.***

The Special Meeting of City Council is filmed and can be viewed LIVE while the meeting is taking place or at your convenience at <https://www.readingpa.gov/content/city-council-video> and on Facebook Live and on BCTV MAC Channel 99.

Due to the COVID-19 Emergency Declaration, the public is prohibited from attending the meeting. To attend the meeting via our virtual app, please log in using the link below. Please copy the link into your browser bar and touch enter.

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Please click this URL to join.

<https://readingpa.zoom.us/j/98504817534?pwd=b1RtazlkRmt0VnZ6WkdPS3BOQk1UQT09>

Passcode: 729901

Or One tap mobile:

+13017158592,,98504817534#,,,,*729901# US (Washington DC)

+13126266799,,98504817534#,,,,*729901# US (Chicago)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

Webinar ID: 985 0481 7534

Passcode: 729901

Public comment can be offered by telephone or virtual meeting application by registering with the City Clerk at 610 655 6205 by noon on the day of the business meeting or in writing through an email to council@readingpa.gov clearly marked "Public Comment" or a letter mailed to the Council Office clearly marked "Public Comment". Written public comment must be submitted by 4:00 pm on day of the meeting to allow time to distribute the comment submitted. The written comment received will be read into the record.

1. OPENING MATTERS

A. CALL TO ORDER

D. ROLL CALL

2. PUBLIC COMMENT – AGENDA MATTERS:

*Citizens have the opportunity to address the Council only on the legislation listed on this agenda, by **registering with the City Clerk one half (1/2) hour before the meeting begins**. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council. All comments by the public shall be made from the speaker's podium. **Citizens attending the meeting may not cross into the area beyond the podium**. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.*

Those commenting on shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.

3. APPROVAL OF AGENDA

A. AGENDA: Special Meeting of June 1, 2021

4. RESOLUTION

A. Resolution 52-2021 – ratifying the AFSCME 3799 Contract – *tabled at the May 24th regular meeting*

B. Resolution 53-2021 – ratifying the FOP contract – *tabled at the May 24th regular meeting*

7. ADJOURN

Drafted by	Finance
Sponsored by/Referred by	Finance
Introduced on	May 24, 2021
Advertised on	N/A

RESOLUTION NO. 2021

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

Ratifying the Recommendation between the City of Reading and American Federation of State, County and Municipal Employees (AFSCME), Local 3799 effective January 1, 2021 and expiring December 31, 2022.

Adopted by Council, **2021**

Jeffrey S. Waltman, Sr.
President of Council

Attest:

Linda A. Kelleher CMC
City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF READING, PENNSYLVANIA

AND

THE AMERICAN FEDERATION OF STATE,
COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

DISTRICT COUNCIL 88, LOCAL 3799

Effective January 1, 2021 through December 31, 2022

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PREAMBLE

This Recommendation entered into by the City of Reading, Berks County, Pennsylvania, hereinafter referred to as "Employer", and the American Federation of State, County and Municipal Employees, AFL-CIO, and its District Council 88, Local 3799, hereinafter referred to as "Union" has as its purpose the promotion of harmonious relations and cooperation among the Employer, the Union, and each employee to the end that honest, efficient and economical service will be rendered to the public; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for the employees in this employee group.

This Recommendation is a result of the "meet and discuss" provision (Act 195, Section 704) and is not, nor should be deemed, a contract.

ARTICLE I - RECOGNITION

Section 1. The Union is recognized by the Employer as the exclusive representative for meet and discuss purposes under Act 195 for all full-time first level supervisory employees as defined in the Act.

Section 2. Except as expressly provided otherwise in a specific provision of this Recommendation, the term "Employee" as used in this Recommendation shall mean a full-time employee. A full-time employee is one who regularly works at least 35 hours per week excluding furlough days.

ARTICLE II – INFORMATION REQUEST & ORIENTATION

Information Request

Section 1. The Employer shall provide to the Union, on a quarterly basis, a list of all employees covered by the collective bargaining agreement. This list shall contain the following information: employee name; employee identification number; home address; telephone number; position; department; work location; hourly and annual pay rate; work schedule; whether the employee is a member or nonmember; and most recent hire date.

Section 2. The Employer shall provide this list electronically, in Excel or similar format. The electronic file shall be transmitted quarterly by e-mail to the District Council Staff Representative.

Orientation

Section 1. The Local Union or a Representative from District Council 88 shall have the opportunity to attend new employee orientation sessions conducted by the employer. The City shall provide notice at least ten (10) days prior to such sessions. The Union will be given up to thirty (30) minutes during the session to speak with new employees. In the event the City shall provide the Local Union President the name and work location of the employee and the Union will have up to thirty (30) minutes to meet with the employee.

ARTICLE III - DUES DEDUCTION

Section 1. The Employer shall inform new, transferred, promoted or demoted employees in the bargaining unit that the Union is the exclusive representative. The Employer shall provide Employees with Union membership and dues deduction materials. The Union shall furnish the Employer with sufficient copies of membership and dues deduction materials.

Section 2. The Employer agrees to deduct an amount equal to the Union dues and assessments, if any, from the pay of those Employees who individually request in writing that such deductions be made. Such requests shall be made on a Union payroll deduction authorization card, which the Employer will implement in a timely manner upon receipt. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.

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 Union that an Employee's payroll dues deductions should cease, the Union shall be responsible for notifying the Employer in writing. The Employer shall rely on the information provided by the Union to cancel or change authorizations.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE IV - HOLIDAYS

Section 1. The following days shall be recognized as paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Section 2. Monday shall be recognized as the holiday for all holidays that occur on Sunday, and Friday for all holidays that occur on Saturday.

Section 3. If an employee is called upon to and does work on any of the holidays set forth in Section 1 of this Article, he shall be paid as provided in Article VI.

Section 4. Any employee who is absent without paid leave or reasonable excuse, either the workday before or after a holiday will forfeit the holiday pay.

Section 5. Established holidays may be changed only by mutual agreement.

Section 6. The holiday observance shall be those established by Federal observance.

Section 7. Each employee shall be granted two (2) personal days; however, the scheduling of said days shall not disrupt the efficient operations of the City.

Section 8. To the extent that the provisions of this Article conflict with the provisions of Article XXIX which applies solely to certain members of the employee group who have been assigned to the Department of Police, the provisions of Article XXIX shall control rather than the provisions of this Article.

ARTICLE V - VACATIONS

Section 1. Employees hired prior to June 11, 2010, shall earn vacation leave according to the following schedule:

- a. 5/12 of a day a month for the first year of service.
- b. For the second year to the eighth year of service - two weeks or ten (10) work days.
- c. After eight (8) years of service - three weeks or fifteen (15) work days.
- d. After fourteen (14) years of service - four weeks or twenty (20) work days.
- e. After twenty (20) years of service - five weeks or twenty-five (25) work days.
- f. After twenty-five (25) years of service - six weeks or thirty (30) work days.

Employees hired on or after June 11, 2010, shall earn vacation leave according to the following schedule:

- a. After one (1) year to three (3) years of service – 7 days
- b. At the start of four (4) years of service – 10 days
- c. After ten (10) full years of service – 15 days
- d. After fifteen (15) full years of service – 20 days

Section 2. Years of service shall be defined to mean:

The anniversary year in which the individual shall have completed the specified number of years. The years of service shall be computed from the first day of the anniversary year following the completion of the specified number of years within each category.

"Years of service" shall mean all years of continuous service since the last date of hire as a City employee.

Section 3. All vacation leave will be subject to the following conditions:

- a. No employee shall receive vacation leave in excess of the amount accruing.
- b. Vacation leave is not intended to be accumulated.
- c. Vacation leave must be taken in blocks or not less than five (5) working days and at time approved by the Department Head; however, a total of fifty

percent (50%) of vacation leave may be taken in one or more day groupings. Employees with less than ten (10) days' vacation time accrued may take vacation in one or more day groupings as approved by the Department Head.

- d. Vacation preference requests to be effective after March 1st, of each year must be submitted by February 15th, of the same year. An employee who has not expressed his preference for vacation time prior to February 15th shall have a vacation time scheduled by his Division Manager. If the employee thereafter expresses a preference for a different vacation time, his vacation time may be re-scheduled so as not to interfere with production requirements or the vacation schedule of other employees in the division.
- e. In scheduling vacation for the month of January and February, the employee will be given preference according to seniority, and must request vacation by December 1st, of the preceding year.
- f. Vacation preference shall be granted to employees with the greatest seniority in the division, subject, however, to the work needs of the City, which shall control all vacation scheduling. Vacation time earned shall not be restricted to any particular month or period in the year.

Vacation scheduling shall as nearly as possible, in keeping with the needs of the Employer, be balanced equally throughout the year by dividing the division's total vacation liability by fifty-two (52) weeks.

- g. Vacation leave shall be earned by and granted only to permanent full-time employees.
- h. No vacation shall be taken during an employee's first six (6) months of employment.
- i. On termination of employment an employee shall receive a pro rata vacation leave in the category set out above as of the date of termination, except that on retirement there shall be no pro rating.
- j. Consideration may be given for emergency vacation requests.
- k. An employee who becomes ill and is hospitalized during his/her vacation may change his/her absence to sick leave provided that he/she furnishes a physician's certificate to the Employer.

Section 4. If a holiday occurs during the calendar week in which a vacation is taken by an employee, at the option of the employee, the vacation may be extended by one (1) additional day or the employee may take one day as a personal holiday on a date mutually agreed upon between the employee and his/her supervisor.

Section 5. To the extent that the provisions of this Article conflict with the provisions of Article XXIX which applies solely to certain members of this employee group who have been assigned to the Department of Police, the provisions of Article XXIX shall control rather than the provisions of this Article.

Section 6. All vacation must be scheduled in accordance with Section 3 above and must be taken during the calendar year; provided, that if an employee is prevented by the Employer from taking their scheduled vacation in either the months of November or December due to an emergency, then said employee may reschedule their vacation at a mutually convenient time for the Employee and said vacation may be carried over into the following year. Any carry-over for vacation under this section shall be in writing approved by the Managing Director.

For purposes of this section alone, emergencies shall mean a cause or event which affects the employer's operation and causes the employer in its sole discretion to cancel the employee's vacation. It specifically does not include any cause or reason in the employee's personal life, whereby the employee is attempting to reschedule their vacation for any reason whatsoever.

ARTICLE VI - HOURS OF WORK - OVERTIME

Section 1. The total number of hours of employment shall remain as at present except that as of July 1, 1974, employees working in the same office shall work the same number of hours, which number of hours shall be the greater of the hours worked by persons in that office, and any employees doing the same work outside of City Hall shall work the same number of hours, which number of hours shall be the greater of the hours worked by persons outside of City Hall. As far as practical, this work day shall conform to the established hours of business. This conformity shall not interfere with the special schedules governing departments operating more than eight (8) hours in each calendar day. Nor shall this provision for an eight (8) hour day be construed as prohibiting the creation of part-time employment or the establishment of rotating, staggered or shortened work periods.

Section 2. Except in seven (7) day a week City operations, the normal work week shall be for full-time employees Monday thru Friday, forty (40) hours, modified as above. However, nothing in this Recommendation shall be construed as a guarantee or limitation of the number of hours to be worked per week.

Section 3. One and one-half (1½) times the employees' regular hourly rate of pay shall be paid for work under any of the following conditions:

- a. For any work performed in excess of eight (8) hours in any work day.
- b. For any work performed in excess of forty (40) hours in any work week.
- c. For any work performed on Saturday except in the case of employees who regularly work in operations which function seven (7) days a week.

Section 4. The employees' regular hourly rate of pay shall be paid in double time for any work performed on Sunday, unless that day be part of the employees regular scheduled work week. Said rate shall also be paid for all consecutive hours worked beyond sixteen (16).

Section 5. Employees working on holidays, except for those specifically mentioned below, shall receive one and one-half (1½) the employees regular hourly rate for the first (8) eight hours worked plus the holiday pay. Any hours worked in excess of eight (8) hours on a holiday shall be paid at one and three quarters (1¾) the employee's regular hourly rate.

Employees shall be paid double time for time worked on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Section 6. Payment for overtime is to be made on the first pay period following the pay period in which the overtime is worked.

Section 7. Overtime or duplicate pay of any kind shall not be pyramided.

Section 8. In any seven (7) day operation, where an employee works a sixth (6) consecutive day, he shall be paid time and one-half (1/2) for that day and time and one-half (1/2) on the seventh (7) consecutive day.

Section 9. In the event an employee requests compensatory time in lieu of payment for any of the above mentioned hours of work, compensatory time shall be given on a straight hour for hour basis; except that in cases over eight (8) hours in any one day or forty hours (40) in one week such compensatory time will be given at the rate of one and one-half (1½) hours for each hour worked over said limitations. Any compensatory time shall be scheduled with the approval of the applicable Division head and shall be in writing and shall be scheduled so as not to interfere with Division operations. However, any employees right to request compensatory time shall be limited to compliance with the Fair Labor Standards Act.

Section 10. The parties agree the employees the Police Records Office and Police Radio Room work week will consist of forty (40) hours.

Section 11. Only hours actually worked, paid vacation leave, paid holidays, paid personal days, paid bereavement leave, and paid jury duty leave shall be counted toward the computation of overtime. Paid sick leave, paid compensatory time, and other paid leaves shall not count toward the computation of overtime.

Section 12. Overtime shall be rounded to the nearest tenth (1/10) of an hour instead of to the highest quarter (1/4).

ARTICLE VII - CALL TIME & REPORTING TIME

Section 1. Employees called into work outside of his/her regular work shift shall be guaranteed a minimum of two (2) hours of pay at the appropriate hourly rate. Said employee shall not be required to remain for the full two (2) hours if the employee has completed the tasks for which the employee is called in. If said employee is called back within the two (2) hours, the employee shall receive no additional call out time.

Section 2. An employee reporting to work at his/her regularly scheduled shift and sent home to return at a later time on the same day shall receive two (2) hours pay at the employee's regular rate but not to be computed in overtime unless actually worked. This Article shall not apply to snow days or snow alerts.

ARTICLE VIII - STAND-BY TIME AND ELECTRONIC BEEPER/CELL PHONE TIME

When the employer for any reason requires any employee to be on stand-by time, at his home, the request shall be in writing to the employee. The employee shall receive one-quarter (1/4) of his regular hourly rate of pay for all stand-by hours.

Employer agrees that stand-by time shall be equalized among employees in the same manner as overtime.

For purpose of this Article alone Employer and Union agree that to the extent that any employee is given an electronic beeper/cell phone* to enable Employer to contact Employees that employee shall be entitled to a flat payment of \$14.00 per day on account of having electronic beeper/cell phone*; provided however that if employee is called to work he shall be entitled to compensation in accordance with overtime and call time sections of this contract.

Two (2) hours of pay per month shall be paid to the Shift Supervisor in Police Records for being on-call as required.

For purposes of this Article any employee given an electronic beeper/cell phone* shall only be entitled to the \$14.00 per day flat payment and shall not be considered to be on stand-by time.

*City cell phones shall be carried instead of beepers.

ARTICLE IX - LIFE INSURANCE

Section 1. The employer shall provide for each employee group life insurance, with accidental death and dismemberment benefits in the amount of \$30,000.

ARTICLE X - WAGES

Section 1. During the term of this Recommendation wage increases will be as follows:

- a) Effective January 1, 2021 each employee shall receive a 4% across the board increase over their respective hourly rate.
- b) Effective January 1, 2022 each employee shall receive a 4% across the board increase over their respective hourly rate.

Employees who are currently eligible and receiving longevity pay shall have their longevity pay frozen at the current rate. With the exception of Step A to Step B after the completion of six (6) months, longevity pay shall not be available or provided to any employee hired after June 11, 2010.

Section 2. It is understood and agreed by and between the parties hereto that variations in pay and hours of work shall not be the subject of any grievance or charge of discrimination.

Section 3. There shall be a shift differential payment whereby any employee assigned to the second (2nd) shift shall be paid the additional sum of \$.40 per hour as shift differential and any employee assigned to the third (3rd) shift shall be paid the additional sum of \$.50 per hour. In order to qualify for shift differential the employee must be assigned to either the second (2nd) or third (3rd) shift and this payment will not apply to any employee working overtime beyond the first (1st) shifts normal termination point.

An employee who works two (2) hours or more in a single shift and continues to work two (2) or more hours into a shift with a higher differential shall receive the higher shift differential for all hours worked in the shift with the higher differential.

Section 4. Effective January 1, 2006, an additional wage increase of \$1.50/hour shall be paid for all employees in this unit holding the position of Foreman – Highways, Foreman – City Garage, Foreman - Solid Waste, Foreman - Parks and Foreman – Public Property (excluding City Hall maintenance) and any other positions deemed appropriate in the future by mutual Recommendation with AFSCME Local 3799 and the City of Reading.

Section 5. There shall be direct deposit of paychecks for all employees hired after the execution of the date of this Recommendation and for current employees who request direct deposit.

Section 6. Effective January 1, 2011, the following positions will have their hourly rate increased by \$1.25/hr. as a result of said positions requiring a commercial driver's license:

Foreman – Sanitary Sewers
Foreman – Highways
Foreman – Parks
Foreman – Garage
Foreman- Solid Waste
Plant Supervisor – Waste Water Treatment Plant
Foreman Arborist – Shade Tree

ARTICLE XI - HOSPITAL, MEDICAL AND DENTAL INSURANCE

Section 1. Effective January 1, 2010, the city will offer three (3) insurance plans which includes prescription to employees from which the employee may select the coverage they desire.

Section 2. The City shall pay the following allotment towards health and prescription coverage. The employee will be responsible for the remaining balance.

	2021	2022
SINGLE	\$ 770	\$ 809
DUAL	\$ 1,560	\$ 1,638
FAMILY	\$ 2,289	\$ 2,404

Section 3. Employees will have the option of selecting dental and vision coverage at the additional cost as determined by the plan.

The City will provide a Section 125 plan to assist in the pre-tax deduction for the health-care contributions, unreimbursed medical costs and dependent daycare.

Section 4. The Employer shall have the right at any time to change or substitute carriers to provide any benefits set forth in this Recommendation so long as the benefits are substantially similar. In determining whether the benefits and Plan are “substantially similar,” consideration shall be given to the similarity and benefits provided, out-of-pocket expenditures for members, the provider network and facilities, and the Employee group’s utilization of the Plan. The Employer shall have no duty to offer a plan which is unavailable to the Employer. Before making any healthcare or insurance plan benefits changes, (1) the Employer shall provide the Union at least thirty (30) days advance notice and the opportunity to review the carrier and benefits, and (2) the Employer shall provide the Union with information, including the description of the benefits, premium co-payments, plan deductibles and plan co-payments.

Section 5. All employees are hereby required to comply with the rules and regulations of the Employer with regard to precertification as more fully set forth in the attached Exhibit D with the understanding that during the time period January 1, 1987 thru December 31, 1987 there will be no penalty imposed for on any employee who fails to comply with precertification requirements. Effective January 1, 1988 any employee who fails to comply with precertification in accordance with the aforesaid rules and regulations shall be subjected to a 20% penalty whereby said employees shall be responsible for 20% of any costs.

Section 6. For employees who retire after January 1, 1990, the City shall provide and pay for the same medical benefits as those provided for active employees, under the

following conditions:

- a. The employee must qualify for either a full pension or a disability pension under the City pension Ordinances.
- b. Only the employee and the employee's spouse shall be eligible for coverage so long as they remain as a spouse.
- c. The benefits shall not be provided for employees who are eligible for coverage under the group medical insurance plan of another employer or a spouse's employer or who subsequently become eligible under another plan.
- d. The benefits shall cease when the employee attains sixty-five (65) years of age and qualifies for Medicare and/or Medicaid coverage.
- e. Upon the death of the retired employee, the employer shall not be required to continue any coverage for surviving spouse.
- f. During the period of coverage, the City may require proof of eligibility for the above benefits.
- g. Retirees shall not be carried on the City's health insurance if retiree has available substantially similar health insurance coverage at no greater cost than retiree had to pay to the City. (See employee contribution rates listed above)
- h. Employee contributions for medical benefits will continue into retirement for employees retiring (and eligible for benefits) after January 1, 2007 effective January 1, 2007.

There shall be no post-retirement medical and prescription benefits provided to any employee hired on or after June 11, 2010.

Section 7. Employee contributions for medical benefits will continue into retirement for employees retiring (and eligible for benefits) after January 1, 2007 effective January 1, 2007, except that those employees retiring on or after June 11, 2010, shall have the City allotment towards their health care capped at the amount paid upon retirement. Said retirees shall bear the increases of any healthcare thereafter.

Section 8. The City shall perform an audit of eligible employees/retirees and their dependent(s) to assure only eligible employees/retirees and dependent(s) are covered under the City's insurance plans.

Section 9. The continuing implementation of the Patient Protection and Affordable Care Act ("PPACA") may impact the parties, including but not limited to the cost of providing healthcare coverage and the level of benefits provided. Accordingly, at any

time during the term of this Agreement, either party may reopen this Agreement upon sixty (60) days written notice for the limited purpose of negotiating changes to the employer's health insurance plan as a result of the impact of the PPACA.

ARTICLE XII - REST PERIODS & MEAL PERIODS

Section 1. All employees work schedules shall provide for a ten (10) minute rest period during each one-half (1/2) work shift. The rest period shall be scheduled whenever possible at the middle of such one-half (1/2) shift.

Section 2. All employees shall be granted a lunch period during the third to fifth hours of their work day which lunch period shall be unpaid except for 24 hour operations.

Section 3. An employee who has worked sixteen (16) hours or more consecutively shall have the option of an eight (8) hours rest period, except in the case where an employee's services are required to meet an emergency.

ARTICLE XIII - LEAVE OF ABSENCE

Section 1. Employer will permit a leave of absence not to exceed sixty (60) calendar days without pay in cases where required by disability and other circumstances; the decision to grant the leave of absence shall be made by the Managing Director and department head upon application by the Employee. The Managing Director and department head's decision to grant or deny a leave of absence or a decision with regard to the length of time granted up to sixty (60) days shall be subject to arbitration by the Union.

Section 2. For any leave of absence beyond the initial sixty (60) day period employees shall have the right to make said requests to the Managing Director and department head and the Managing Director and department head shall have the right to grant such requests for additional leave of absences as the department head in his sole discretion determines to be appropriate. The decision of the Managing Director and department head to grant or deny any additional leave of absences following the initial sixty (60) day period shall be non-arbitratable. Notwithstanding this matter is not subject to arbitration the Union shall have the right to meet with the department head for purposes of discussing the Managing Director and department head's decision and supplying Managing Director and department head with any additional information they feel relevant.

Section 3. Employees desiring a leave of absence shall pick up the necessary forms in the Human Resources Office and after preparing the request, return the request to the Human Resources Office which request in its completed form must be submitted to the Human Resources Office not later than five (5) days before the leave requested is to begin.

Section 4. The requests shall be answered by the Managing Director and department head within five (5) days.

Section 5. Employee shall continue to accrue seniority while on such leave of absence. No other benefits shall be received or accrued by an employee during such leave of absence, except as provided in Article XI.

Section 6. In the event that leave under this Article qualifies as leave authorized as Family Medical Leave, leave under this Article shall be taken concurrently with any available FMLA leave.

ARTICLE XIV – FUNERAL LEAVE

Employees shall receive leave with pay in the event of a death in the family as follows:

In the case of spouse, parents, children, brother, sister, grandparents, mother-in-law, father-in-law, step-father, step-mother, life partner*, grandchild or step-child living or not living in the household, from the day of death to day after funeral, for a maximum of four (4) days.

In the case of the death of brother-in-law, sister-in-law, step-child not living in the household, aunt or uncle, step-brother, step-sister, aunt and uncle of spouse, and great grandparents, for one (1) day before and one (1) day of the funeral.

*Employee must complete a life partner application (showing one (1) item of proof) with the Human Resources Office by January of each year to be eligible for this paid leave. (SEE EXHIBIT B)

ARTICLE XV - JURY OR WITNESS DUTY

An employee called to serve as a juror or subpoenaed in court proceedings as a witness in any case other than one in which he/she is a party, will be excused from work and shall for that time be paid the difference, if any, between the compensation received as a juror or witness and his/her regular wages.

ARTICLE XVI - MILITARY LEAVE

Section 1. Employees who are required to report for active duty shall be granted a military leave of absence subject to applicable Federal and State legislation.

Section 2. Employees who report for annual military training shall have such time, for a maximum of fifteen (15) days per year. Employees shall be paid for such time the difference, if any, between what they receive in any way as military compensation and their regular pay.

ARTICLE XVII – CHILDBIRTH/CHILD REARING LEAVE

Section 1. An employee who has become a parent by natural birth may apply for unpaid leave for the purpose of child care. The child care leave shall not exceed a period of six (6) consecutive calendar months which six (6) month period shall begin upon the first day of leave.

Section 2. The employee shall give written notice of the desire to take such leave at such time as the pregnancy has been definitely determined and submit a written application to his/her supervisor for such leave by the end of the fifth (5th) month of pregnancy but in no event less than one (1) month prior to the beginning of the requested leave. Such notice shall be accompanied by a physician's certificate setting forth the date of the expected birth if the leave is to begin heretofore. Failure to make application as here provided shall be the basis for termination of employee status.

In no case shall the employee be required to take leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

While on leave, the employee's duties shall be performed by remaining staff and the position be kept vacant or they shall be performed by a substitute employee.

Section 3. An employee who adopts a child under the age of six (6) years may apply for an unpaid leave of up to six (6) calendar months which shall begin when the child is physically turned over to the employee or on a date reasonably in advance thereof as may be agreed by the Employer and employee. The employee shall give notice of the desire to take such leave as soon as the employee knows that the child intended to be adopted will be acquired.

Section 4. Application for return to employment shall be made to the supervisor at least two (2) weeks prior to the end of the leave and in the case of a mother with a newborn child shall be accompanied by a physician's certificate that the employee at the termination of the leave will be fully capable of carrying out her duties.

Section 5. An employee on unpaid child rearing leave shall not accrue sick leave days during such leave.

Section 6. Employees has the right to return to the same position in the same classification he/she held before going on child rearing leave, or to an equivalent position with regard to pay and skill and seniority.

Section 7. Employee shall continue to accrue seniority while on such leave. No other benefits shall be received or accrued by an employee during such leave of absence, except as provided in Article XI.

Section 8. An employee shall use accrued sick leave for the period that she is unable to work as certified by a physician. All other periods of leave related to childbirth leave

shall be leave without pay. Unused leave shall be carried over until her return.

Section 9. Employees who have been granted a child rearing leave shall be allowed to return to work part-time during said child rearing leave subject the six (6) month limitation set forth in Section 1 of this Article.

Section 10. In the event that leave under this Article qualifies as leave authorized as Family Medical Leave, leave under this Article shall be taken concurrently with any available FMLA leave.

ARTICLE XVIII - SICK LEAVE

Section 1. Each employee in this employee group may use a total of three (3) sick leave days per year for illness or injury to a family member living in the household. Otherwise, sick leave is granted for illness and injury and payment of sick leave is restricted to that.

Section 2. Employees shall be allowed twelve (12) sick leave days per year which shall be accumulated at the rate of one (1) day per working month. However, no sick leave shall be accumulated unless an employee works at least half (1/2) the days during the month, when an employee is on sick leave.

Section 3. Any employee using sick leave shall report by telephone or messenger to his/her supervisor not less than one (1) hour before the scheduled starting time for that days' work.

Section 4. Each employee shall receive sick leave from his/her first day of sickness.

Section 5. It shall be the prerogative of the Division Head or Human Resources Office to require an employee to provide a physician's certificate in any instance where sick leave has been used and the possibility of abuse or improper use is suspected. Such certificate shall state that the employee has been examined, the nature of the illness or injury, that the employee is unfit to work and the probable date at which the employee will be able to return to work. The Division Head may also require that an employee returning from sick leave supply a physician's certificate that the employee is sufficiently recovered from the illness which caused the absence to return to work.

The City shall establish a sick leave policy that gives management the discretion to impose sanctions to control sick leave use. The City will meet and discuss the creation of said policy with the unit, however, the final policy is at the discretion of the City.

Section 6. Employees shall be required to provide a physician's certificate for three (3) or more consecutive days of absence.

Section 7. The City can immediately discipline up to and including termination for violation of Section 5 and/or Section 6 of this Article.

Section 8. Employees shall earn sick leave from his date of hire, however, no sick leave shall be granted during an employee's probationary period.

Section 9. An employee shall not be entitled to sick leave when the injury or illness is attributable to employment outside the City service.

Section 10. Employee shall accrue unused sick leave from year to year with a maximum accumulation of sixty (60) days. However, employees who have prior to the effective date of this contract accumulated an amount of sick leave in excess of sixty (60) days shall

retain their current accumulated total. Any employee who has accumulated sick leave in excess of the sixty (60) day maximum shall be red-lined at his/her level of accumulation. No employee who has accumulated an excess of sixty (60) days of sick leave shall be allowed to accumulate any other sick leave until and unless such person goes below the sixty (60) day maximum. Said person shall only be able to accumulate sick leave once they have initially gone below the sixty (60) day limit.

Section 11. The sick leave pool shall work in accordance with the following regulations:

- a. In addition to the sick leave which each employee accrues individually, the Employer agrees to contribute to the sick leave pool, sick leave days at the rate of one (1) day per month per employee in the same manner and according to the same provisions that sick leave is accumulated by the employees individually. In no event shall the total contribution by the Employer per employee exceed twelve (12) in one year; however, said total may be less than that for an individual employee who has not qualified for a maximum of twelve (12) in any one (1) year.
- b. No employee shall be allowed to draw from the sick leave pool unless they have accumulated thirty (30) sick leave days as of the time of the onset of their illness or injury.
- c. No employee shall be eligible to utilize sick leave from the pool unless that employee has an extended illness and has exhausted his or her regular leave; provided however that no employee shall be eligible for the sick leave pool until such time as the employee has utilized all of his/her accumulated sick leave days, vacation and personal days.
- d. Any employee desiring to utilize sick leave from the pool shall have satisfactory evidence demonstrating that their illness or injury is such that it will continue for an extended period. In order to qualify as an extended period of illness or injury, the employee shall be required to submit a medical opinion in form and manner satisfactory to the employer that in the opinion of a physician the employee's illness or injury will totally incapacitate Said employee for a period of not less than thirty (30) days after the date that the employee has expended his/her accumulated sick leave. In the event that an employee submits a report by a physician and the City would question the validity or the conclusion of the physician, the City shall have the right to have the matter reviewed by the City Health Officer. In the event of a dispute between the opinion of the attending physician and that of the City Health Officer, those two doctors shall refer the matter to a third physician mutually agreeable to the two physicians and the opinion of the third physician shall be binding on both parties. The fee for any report or examination from the third physician shall be borne equally by both parties.
- e. Any employee who has been approved for utilization of sick leave from the

sick pool shall only be entitled to draw from said sick leave pool for a maximum of seven (7) calendar months.

- f. Any employee who is approved for utilization of the sick leave from the pool shall, as a condition of continued participation in the pool, submit a statement from his attending physician every two (2) weeks indicating that the total disability is continuing as of that date.
- g. In the event that the illness or disability which qualifies an employee for entrance into the sick leave pool program was caused by the actions or conduct of a third party and the employee as a result of litigation, a claim or settlement with said third party is reimbursed for lost wages on account of the actions of said third party, the employee shall be responsible to reimburse the City for monies paid by the City as a result of the employee's participation in the sick pool program.
- h. Both parties agree that the application for the right to utilize sick leave days from the pool shall be made by the employee on a written form, which form shall be signed by both the employee and the Union and no employee shall have the right for admission into the sick leave pool program without the approval of the Union. City agrees to provide both the Union and the employee with a copy of its decision on any application for utilization of the sick leave pool.
- i. An employee with five (5) years seniority who has accumulated a minimum of thirty (30) sick leave days or more who then experiences an illness of sixteen (16) working days or more will be eligible to accrue sick leave at the rate of two and one-half (2½) days per month for the total number of months it would take them to reach a thirty (30) day accumulation. The total number of months during which the employee may accumulate at the rate of two and one-half (2½) days per month rate shall be as set forth in the schedule below. During the number of months that the employee would be entitled to accumulate at the two and one-half (2½) day rate, any absences shall be subtracted from the days being-accumulated. At the end of the period of months during which the employee is entitled to accumulate at the rate of two and one-half (2½) days per month, the employee would then revert back to the one (1) day a month as set forth in Section 2 above.

SCHEDULE	
BALANCE OF SICK DAYS REMAINING	NUMBER OF MONTHS ELIGIBLE TO ACCUMULATE 2-1/2 PER MONTH
29	1
28	1
27	1
26	2
25	2

24	2
23	3
22	3
21	4
20	4
19	4
18	5
17	5
16	5
15	6
14	6
13	7
12	7
11	8
10	8
9	8
8	9
7	9
6	10
5	10
4	10
3	11
2	11
1	12
0	12

Section 12. Employees who for a one (1) year calendar period have not used any sick leave or been off sick, and all of whose absences have been authorized, shall be entitled to either one (1) day of paid leave or one (1) day pay at straight time.

Section 13. Upon retirement all eligible employees shall be paid at the rate of \$20.00 per day for all unused sick leave. For purposes of this Section, retirement shall be defined as age 55 with 20 years of service for employees hired prior to January 1, 1988; and age 65 with 25 years of service for employees hired after January 1, 1988.

Section 14. Employees may donate paid leave for any employee who is absent without pay due to unforeseen circumstances. Said request shall come from the Union and be approved by the City. Employees absent due to their own illness/injury may have any type of leave donated to their account. Employees absent for other reasons may have any leave other than sick leave donated to their account. The parties agree that employees in this employee group may accept/donate appropriate leave to persons outside of this employee group. Leave from employees who already announced their retirement/separation in writing will not be allowed. Additionally, only those employees who are in need of leave after expiration of their leave, and requested by the Union, are allowed.

ARTICLE XIX - SENIORITY

Section 1. Seniority means an employee's length of continuous service with the Employer since his last date of hire.

Section 2. New hires to the City of Reading shall be considered probationary employees for their first one hundred-eighty (180) days of employment, and shall be added to the seniority list one hundred-eighty (180) days after their date of hire.

The probationary period may be extended by written request between the Employer and the appropriate Local and District Council of the Union for an additional period not to exceed one hundred-eighty (180) days, during which time Article XXI of this contract shall not apply. Periods of leave without pay and periods of time in which an employee is using leave to supplement Workers' Compensation shall not count toward the initial one hundred-eighty (180) day probationary period or extension period.

Section 3. A seniority list showing current and continuous service of each employee shall be available to all employees in the Human Resources Office and a list showing date of hire shall be supplied to the Union annually.

Section 4. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return to work as recalled after a lay-off within two (2) weeks absence due to working elsewhere.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

An absence of three (3) consecutive scheduled working days without the Employer's express consent, in the absence of extenuating circumstances, failure to return to work as required after termination of leave of absence unless an extension of leave has been granted on request made no less than five (5) days prior to the expiration of said leave will mean termination of employment and therefore seniority.

Section 5. In the event of a reduction in the work force, employees covered by this Recommendation shall have the opportunity to accept the first rank and file vacancy for which they are qualified for, City wide. Employees in this employee group who are transferred into the rank and file unit shall carry over their seniority into the rank and file unit.

In the event of lay-off, such lay-off shall be by inverse order of seniority within a classification. Employees will be allowed to "bump" junior employees in the same classification, provided, however, the employee is qualified and capable of performing the responsibilities of the position.

In the event of lay-off, employees shall be given a notice of not less than ten (10) days.

Section 6. In the case of recall, said recall shall be on the basis of inverse lay-off by classification provided the employee is qualified of performing the required work. Recall rights shall expire after eighteen (18) month lay-off.

Section 7. The Employer agrees that shift assignments will be made by seniority within a job classification so long as qualifications between the employees or among employees is equal. Shift changes within a classification may only be made during layoffs or position openings unless approved by the Division Manager.

Section 8. To the extent that the provisions of this Article conflict with the provisions of Article XXVIII which applies solely to certain members of this employee group who have been assigned to the Department of Police, the provisions of Article XXVIII shall control rather than the provisions of this Article.

Section 9. Any tie in seniority will be settled by lot.

Section 10. Bargaining Unit Seniority

- a. Any employee returning to the bargaining unit within six (6) months of voluntarily leaving the bargaining unit for a different position with the City will be placed back into the seniority list minus the time that the employee was absent from the bargaining unit.
- b. Any employee returning to the bargaining unit after six (6) months of voluntarily leaving the bargaining unit will receive classification seniority for layoff purposes.

Section 11. In the event that a job opening occurs, the opening shall be posted for a period of seven (7) days. During this period the City shall consider an employee covered by this agreement. In the event that no qualified employee has applied for the initial posting, the City shall have the right to fill said position outside of the bargaining unit provided however that in the event the City has not filled said position within ninety (90) consecutive days of the original posting the City shall re-post the opening before filling said position from outside that bargaining unit.

ARTICLE XX - DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE

Section 1. The Employer reserves the right to discipline for just cause and such discipline shall be subject to the grievance procedure as set out herein. Discharge process shall begin at Step II of the grievance procedure.

The City will provide the Union with notices of all disciplinary action taken against any member of the employee group and copies of such disciplinary notices will be made available to the Union no later than three (3) working days prior to any disciplinary action.

Section 2. Each employee group employee shall be supplied with an outline of the City's Human Resources Policies and Procedures Manual.

Section 3. The Employer agrees to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. The Union and Employer agree members/non-members in this employee group and the Employer shall treat each other with mutual dignity and respect at all times.

Section 4. If an employee is to be reprimanded for a matter likely to result in discharge, suspension or written reprimand report, the employee has the right to Union representation.

Section 5. The probationary period shall be one hundred-eighty (180) days; probationary employees shall not have access to the grievance and arbitration procedure; the Employer does not need just cause to discharge or discipline probationary employees, but rather said employees shall be treated as at-will employees.

ARTICLE XXI - GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Recommendation shall be settled in the following manner:

Step 1: The Union shall present in writing the grievance to the grievant's immediate supervisor and a copy to the Human Resources Office within ten (10) calendar days of its occurrence or knowledge thereof. The supervisor shall respond in ten (10) calendar days.

Step 2: If the grievance remains unsettled, the Union within ten (10) calendar days of the receipt of the supervisors answer, shall in writing appeal the grievance to the Human Resources Office, who shall have ten (10) calendar days to respond.

Step 3: If the grievance remains unsettled the Union within ten (10) calendar days of the receipt of the Human Resources Director's answer, shall appeal the grievance to the Mayor or his designee. The Mayor or his designee shall have fifteen (15) calendar days to respond. The decision of the Mayor or his designee shall be final and binding.

Section 2. Any grievance not settled within the prescribed time limits shall be considered denied and the grievance can be moved to the next level of the grievance procedure.

Section 3. Employees shall be permitted to have a representative of the Union present at each step of the grievance procedure.

Employees selected by the Union to act as Union representatives shall be known as Stewards. A written list of the Union Stewards (such lists to outline the area to be represented by Stewards), shall be furnished to the Employer immediately after their designation by the Union. The Union shall notify the Employer of any changes of such Union Stewards. The number of Union Stewards shall be limited to ten (10).

Stewards shall be granted reasonable time during working hours and so long as it does not interfere with the performance of their duties, to process specific grievances without loss of pay.

ARTICLE XXII - INJURY ON DUTY

An employee who sustains a work related injury, as a result of which he/she is disabled, shall be paid the difference between the monies to which he/she may be entitled under workmen's compensation, social security, or other applicable disability benefits and his/her full salary which difference shall be charged to his/her sick leave, and shall be paid only to the extent of his/her accrued sick leave; provided however that the City will only continue its past practice of paying 100% of the employee's salary while the workmen's compensation claim is being processed so long as appropriate guarantees can be realized insuring that the City gets appropriate reimbursement for employees once the claim has been completely processed.

Employees will be charged with paid leave, other than sick leave, only at the written request of the employee.

**ARTICLE XXIII – UNIFORM ALLOWANCE, PROTECTIVE EQUIPMENT
& TOOL ALLOWANCE**

Section 1. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee's by the Employer; the cost of maintaining the uniform or protective clothing in proper working conditions (including tailoring, dry cleaning, and laundering) shall be paid by the employee, except that if damaged or destroyed on job Employer will repair or replace same.

The City shall have the right to terminate the uniform policy but not to amend the policy.

Section 2. The City of Reading requires all vehicle mechanics to purchase and maintain their own tools. These tools will be maintained in a tool box.

The City of Reading will provide a tool allowance of \$600.00 per year per employee with the understanding that this allowance is for the entire calendar year. If an employee is transferred or terminated voluntarily or involuntarily for any reason and has utilized their tool allowance greater than a pro-rated amount of \$50.00 per month, the City shall be entitled to a refund to the extent that the tool allowance has exceeded said prorated amount. And further the City is authorized to deduct said prorated portion to which it is entitled from any funds which it owes the terminated or transferred employee. This allowance may be used to purchase replacement or newly developed tools. Replacement tools will be purchased on a one for one basis. For example, if an employee has a worn out wrench, brings the wrench to the supervisor. The supervisor will take the wrench and note that the employee can purchase a replacement tool from the various name-brand vendors who currently visit the shops. The employee then purchases the tool and presents the receipt to the supervisor for reimbursement.

The employee promises to maintain all tools in proper order and to purchase only those tools necessary to keep proficient in his/her City job.

Section 3. Safety shoes with steel toes in accordance with the Employee Safety Program shall be required to all employees who work at outside worksites, or those employees who are required to wear safety shoes, including but not limited to Public Works employees, Codes Inspectors and Rehab Specialists. Each employee will receive \$75.00 boot allowance to be paid yearly in April to those employee's requiring steel toe safety shoes.

ARTICLE XXIV - GENERAL PROVISIONS

Section 1. Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, sex, political affiliation, marital status, age, national origin, union membership, or non-union membership. As used in this Recommendation with the exception of Article XVII masculine and/or feminine pronouns where appropriate shall be deemed to include members of the opposite sex.

Section 2. The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor management relationship nor of a political or controversial nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered.

No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the Employer's Human Resources officer or his designated representative. Any additional costs involved in such use must be paid for by the Union.

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the Human Resources officer or his designated representative. If the Union representative is an employee of the Employer he shall request from his immediate supervisor reasonable time off from his regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings. Such visits shall not interfere with, hamper, or obstruct normal operations of the Employer.

Section 3. During the term of this Recommendation, the Employer shall have full right to contract out or sub-contract any City operation or work performed by employees in this employee group if in the judgment of the Employer such action is deemed in the public interest and this right and responsibility shall not be subject to negotiation.

Section 4. The Union will be entitled to representation on a safety committee and said committee will attempt to meet on a monthly basis or as the need arises. The City will continue to make reasonable provisions for the health and safety of its employee's and will comply with all applicable Federal, State and Local laws, regulations and codes.

The Safety Committee will function as a policy advisory group, reviewing current policy and working conditions, and recommend new ideas and improved methods to promote safety.

Section 5. The Employer and the Union agree that each employee shall, at the election of the City receive a complete physical examination by the City Health Officer and at option of the employee shall receive all shots and inoculations necessary to protect the health of the employee, at no cost to the employee.

Section 6. The Employer has available a classification plan which defines and describes representative duties and responsibilities and sets forth the minimum requirements and qualifications essential to the performance of the work of the class. If an employee considers his position to be improperly classified, the employee shall appeal such classification at the second step of the grievance procedure set forth in this Recommendation. The decision of the Employer shall be final, binding and determinative of the issue. If a determination is made by the Employer that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing. If a determination is made by the Employer that a position should be downgraded the employee shall be demoted with appropriate change in salary.

The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily assumes in general the duties and responsibilities of a position in a higher rated classification, the employee shall be compensated at the rate of the job he performs at his/her equivalent step. Payment shall be made no later than one (1) calendar month following the end of each quarter. If the position is filled permanently by other than the person temporarily filling the position, the person temporarily assigned shall be returned to his previous position and compensation, but he shall receive any increments and service credits for such increments to which he would have been entitled had he remained in his normal assignment.

Any employee filling an opening on temporary assignment for no less than ninety (90) working days shall be promoted to that position.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification or if an Employee performs some duties and functions assigned to a lower classification, the person so assigned shall receive the compensation of the higher level to which he is regularly assigned. The Employer, however, at any individual work site shall make such assignments on a nondiscriminatory basis so as to equalize the same among the persons within the classification from which assignments are made, so long as such equalization does not interfere with efficient operating procedures.

Grievances arising from the provisions of this section may be processed as provided in this Recommendation.

The Union and the Employer agree the Employer has the right to make the final binding

and determinative decision of the issue of what is the proper classification. Employer agrees that, that decision shall be made in the final instance by the Human Resources Director, so long as he shall be employed by the City of Reading and that in the event the Human Resources Director is no longer employed by the City, during the duration of the contract, that the person who shall make the final decision shall be subject to re-negotiation between the City and the Union and a separate letter of intent entered into authorizing that person to make final decisions. Notwithstanding any of the above, it is understood that the City shall in no way be limited from exercising its binding and final determination of the issue pending the approval of some subsequent party. However, both parties mutually agree to move with all deliberate speed to select an individual acceptable to both sides.

Section 7. Employer agrees that the Union will receive copies of all notices of hire, termination or resignation. Aforesaid notices of hire, termination or resignation will be made available to the Union President as they occur.

Section 8. Employer and the Union agree to establish a committee known as the Labor Management Training Committee which committee shall be formed for the purpose of investigating the establishment of training procedures and programs for the City of Reading with regard to the employees of this employee group. The committee shall consist of one (1) person from the Human Resources Office, one (1) A.F.S.C.M.E. Officer, and one (1) Union Steward. The position of the Union Steward shall be rotated among the various divisions of the employer as needed to insure that the committee member is from the Division which is affected by the training program or procedures, which are being considered at that time. All decisions of the committee must be unanimous and shall consist of recommendations which shall be made to City Council and to the Union which recommendations shall not be binding on either party, but shall be advisory only. This Section does not apply to professional employees.

ARTICLE XXV - PAST PRACTICE

Nothing in this Recommendation nor the Recommendation itself shall be considered as requiring the Employer to continue any past practices.

ARTICLE XXVI - MANAGEMENT CLAUSE

The direction of City operations and the determination of all matters concerning the management or administration and means by which such operations are to be conducted shall be the sole function of the Employer. All RECOMMENDATION provisions shall not be considered binding rights, but only arise from the meet and discuss provision under Act 195.

The Parties to this RECOMMENDATION recognize that the City of Reading (the Employer) has been designated as fiscally distressed under the Pennsylvania Municipalities Financial Recovery Act (Act 47). The Parties further recognize that all provisions of this Agreement must be consistent with the City of Reading Financial Recovery Plan that was developed pursuant to Act 47. Any terms and conditions of this RECOMMENDATION are not consistent with any recommendation in the City's Fiscal Recovery Plan shall be null and void. In this regard, the Parties acknowledge recommendation WF03 of the Recovery Plan and acknowledge their intent to comply with that recommendation. Nothing in this RECOMMENDATION shall be interpreted to be inconsistent with that provisions.

Consistent with the Recovery Plan, it is further understood and agreed that the direction of the City operations and the determination of all matters concerning the management or administration of the City and the means by which such operations are to be conducted shall be the sole function of the Employer/City. Consistent with the Recovery Plan, if there is a conflict between any provision of this RECOMMENDATION and the City's Recovery Plan, the City's Recovery Plan shall control. The Employer retains the sole right to manage its operations and the direct the City's operations and to determine all matters concerning the management and administration of the City and the means by which such operations are to be conducted, including but not limited to the right to hire, discipline, or discharge, layoff, promote, assign employees; determine the number of employees needed and staffing levels; determine the hours of worked and the number of hours worked, the number of shifts; develop policies, rules and regulations; assign duties; establish and change job classifications and job descriptions; to eliminate, abolish, change and/or combine classification and job descriptions or to organize discontinue, subcontract, enlarge, relocate or reduce a department and/or function or service; to assign or transfer employees as operations may require.

ARTICLE XXVII - NO STRIKE - NO LOCKOUT

Section 1. It is agreed that on the part of the Union there shall during the term of this Recommendation be no strike, stoppage of work or slow down, and on the part of the Employer no lockout.

Section 2. In the case of any strike, slow down, or other suspension of work not authorized by the Union, its officers or agents, and not called in compliance with the terms and provisions of this Recommendation, the Employer agrees that such violation of this Recommendation shall not cause the Union, its officers or agents, to be liable for damages; provided that the Union complies fully with the following:

- a. The Union's obligations to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.
- b. Immediately upon receipt of such notice the responsible union representative shall immediately talk with those employees responsible for or participating in such violation, stating to them that:
 1. Their action is in violation of the Recommendation, subjecting them to disciplinary action up to and including discharge.
 2. The Union will not oppose their discharge.
 3. The Union has not authorized the strike, slow down, or suspension of work and does not approve or condone it.
 4. The Union instructs the men to immediately return to their respective jobs, submit any grievances they may have to the grievance procedure provided for in the Recommendation.

Section 3. Any employee involved in any strike, stoppage of work or slowdown in violation of this provision shall be subject to discharge.

**ARTICLE XXVIII - SPECIAL PROVISIONS RELATIVE TO CENTRAL RECORDS
PERSONNEL**

Section 1. This Article shall apply only to those persons occupying the position of Records Clerk assigned to the Department of Police, Central Records.

Section 2. By December 31, the Employer shall assign work assignments for holidays for the ensuing year, which work assignments and holidays shall be assigned on a rotating basis, which rotating basis shall be fair and equal to all employees.

Section 3. An employee who has been on sick leave and who intends to return to work shall report such intention by telephone or messenger to his/her supervisor no less than one (1) hour before their scheduled starting time for that day's work.

Section 4. Employees will be required to sign a memorandum in the form and manner attached. (See Exhibit A)

Section 5. Duration of work shift for employees in the Central Records Office will be changed to consist of eight (8) hours per work shift, with a one-half (1/2) hour paid lunch break to be included in that eight (8) hours.

ARTICLE XXIX - DURATION OF CONTRACT

This Recommendation shall cover and be effective from the 1st day of January, 2021 and shall continue to December 31, 2022. Notice of the desire to negotiate amendments to this Recommendation shall be given in 2022 in accordance with the provisions of the Act of Pennsylvania General Assembly Number 195.

ARTICLE XXX - POLITICAL ACTION CONTRIBUTION

The City agrees to deduct a political action contribution from each employee who voluntarily signs an authorization card authorizing the City to do so; however, the Union agrees to indemnify and hold harmless the City from any liability arising out of the City deducting under this provision, and in the event of any dispute between the Employee and the Union the City shall have the right to discontinue the deduction.

ARTICLE XXXI - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Recommendation be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to meet and discuss for purposes of a substitute RECOMMENDATION for the invalidated Article, Section, or portion thereof, to the extent possible in the light of such decision of the Court.

ARTICLE XXXII – OPERATOR CERTIFICATIONS

The City of Reading shall designate which operators at the water purification plant & the wastewater treatment plant involve process control and need to be certified. Persons employed in the designated positions shall have twenty-four (24) months to pass the appropriate examination and until they have the necessary experience to become certified for the appropriate size and type of plant treatment facility. Individuals assuming the duties of the designated positions at either facility after the date of this Recommendation shall have twenty-four (24) months to pass the appropriate examination and until they have the necessary experience to become certified. The City shall pay for education and training expenses related to the preparation for the examination contingent upon satisfactory completion of the training and/or preparatory course(s). The City shall also pay all costs for maintaining certification. Any individual who must take the operator's examination shall have two (2) opportunities to pass the examination. An individual who does not qualify for certification after two (2) consecutive examinations or after twenty-four (24) months, may exercise bumping rights pursuant to Article XIX Section 5 and move into a position which he/she is qualified to perform. If the employee bumps to a lower paid position, the employee shall receive raises limited to 1% (for any year raises are given) until the wage of the position reaches the wage of the employee who bumped. Employees who are certified will receive a wage bonus of \$1.00 per hour while working in a certified position. Certified positions, and their successor positions, shall include the following:

Shift Supervisor – Waste Water Treatment Plant
Supervisor – Sanitary Sewers

The City reserves the right to create new positions that may require certification per Pennsylvania state mandates.

An employee who is not required to obtain this license but voluntarily obtains it and who then bids into a certified position shall be compensated for the cost of obtaining the certification.

Employees without certification cannot bump an employee who has passed the appropriate certification examination or who is certified.

ARTICLE XXXIII – EMPLOYEE PARKING

Employees have the option of parking in the Poplar & Walnut garage or other stipulated Reading Parking Authority lot at a cost of \$40 per month payable in two (2) semi-monthly payments of \$20 for the first three (3) years of this Agreement. This cost may increase to \$50 per month in the fourth (4th) year of this Agreement. No employee will be permitted to park free of charge on any Reading Parking Authority lot or Cedar Street parking lot or use any City of Reading and/or Parking Authority complimentary parking pass.

ARTICLE XXXIV – PENSIONS

- a. The City will explore the creation of a non-deferral defined contribution plan or a hybrid plan (defined contribution and/or defined benefit) to replace the current defined benefit plan.
- b. The City will meet and discuss the creation of said plan with the Union.
- c. The final plan design and implementation date is at the discretion of the City, after discussing the plan design and implementation date with the Union.
- d. Only those people hired after the date of adoption of said plan will be members of the newly adopted plan. Members of the defined benefit plan in existence prior to adoption of the new or amended plan will not be affected.
- e. The City reserves the right not to implement a non-deferral defined contribution plan or a hybrid plan. If the City at its' discretion chooses to remain with a defined benefit plan, the City has the right to amend the terms and benefits provisions of the defined benefit plan to reduce the cost to the City. The City will only pursue this amendment of terms and benefit provisions after discussing this with the Union. This section will only affect new hires after the date of amendment.
- f. The City shall have the right to amend the terms of the new plan that it chooses to implement to reduce its' pension costs and employees participating in that plan will have no vested rights in the benefits that existed prior to the amendment and will be subject to any change made to such benefits.

ARTICLE XXXVI - MISCELLANEOUS

APPENDIX I

Section 1. The President of AFSCME Local 3799 shall be provided the names and worksites of all new hires in this employee group within thirty (30) days prior to the end of their probationary period.

Section 2. The City has the right to implement furlough days. Furlough days are mandatory, unpaid days off and shall be scheduled in a manner that minimizes the impact on service delivery to City residents and potential incurrence of overtime. Furlough days will not affect the seniority or health benefit status of an employee. They are implemented solely as a means of saving on wages. The City will meet and discuss the imposition of furlough days with the Union prior to implementation and will give the unit ten (10) working day notice of the planned implementation of furlough days.

Section 3. The City has the right to implement a light duty program which will essentially give the City the flexibility to assign employees to light duty positions anywhere within the City government, provided that the position is temporary and within the medical restrictions as set forth by the employee's treating physician. The injured worker shall keep the benefits and emollients of his/her original employee group, regardless of the temporary assignment.

Section 4. The City will exercise its' management rights to fill a position occupied by an employee who is absent in excess of six (6) months and if necessary, terminate employment after twelve (12) months of continued leave.

Section 5. The parties agree to change pay from semi-monthly to every 2 weeks at the discretion of the City with a payroll lag.

Section 6. There shall be two work schedules for Shift Supervisors at the Waste Water Treatment Plant:

Shift Supervisor 1: One (1) position who normally works a five (5) day, forty (40) hour week as an administrative adjunct to the Wastewater Manager and who will act as an alternate for Shift Supervisor 2 when needed.

Shift Supervisor 2: Four (4) positions who normally work a seven (7) day work week and maintain a 24/7 supervisory presence at the Wastewater Treatment Plant as required by the Department of Justice Consent Decree dated December 9, 2004.

No equalization of overtime shall be required between these two (2) groups of Shift Supervisor.

IN WITNESS WHEREOF, the parties hereto warrant and represent that they are duly authorized to do so, have hereunto set their hands and seals this _____ day of _____, 2021.

AFSCME District Council 88,
Local 3799

City of Reading

Council Representative

Mayor

Attest:

City Clerk

EXHIBIT A – CENTRAL RECORDS SHIFTS

I, the undersigned, understand that I may be required to work any of three (3) shifts; any of five (5) days of a seven (7) day week, including Saturdays, Sundays, and Holidays.

I further understand that I may also be required to work a permanent first, second or third shift, or rotating shifts, and have rotating leave days.

Signature

Date _____

Cc Inspector
Central Records

EXHIBIT B - CERTIFICATION OF LIFE PARTNERSHIP

In accordance with Article XXIV of the current RECOMMENDATION with AFSCME Local 3799 and the City of Reading this form is to certify that a Life Partnership exists between the employee and the Life Partner (hereby referred to as Life Partner) listed below. This form must be completed by the employee and filed with the City of Reading’s Human Resources office annually on or before December 31st.

We the undersigned do hereby affirm, under penalty of perjury, that we meet all of the following requirements for Life Partnership:

1. We are two adults, at least eighteen (18) years of age in a committed relationship of mutual caring, support and are jointly responsible for our common welfare and living expenses.
2. Neither of us is married to or legally separated from any other individual.
3. We are the sole Life Partner to each other.
4. We have lived together in the same residence on a continuous basis for at least six (6) months immediately prior to the date of this certification, neither of us has been a member of another Life Partnership for the past six months, we intended to reside together permanently.
5. We are not related to each other by adoption or by blood, to a degree that would, prohibit marriage in the Commonwealth of Pennsylvania.
6. We do not maintain this relationship solely to qualify for employment-related benefits.

Proof of Life Partnership

We are submitting with this certification proof that we have been interdependent of each other for at least six (6) months prior to this certification and affidavit being executed.

(Please check the following item(s) being submitted as proof)

- _____ A deed or lease evidencing common ownership or occupancy of real property.
- _____ Proof of joint credit cards or bank accounts.
- _____ Title of joint ownership of a motor vehicle.
- _____ Driver’s licenses listing a common address.
- _____ Assignment of a durable power of attorney or health care power of attorney.
- _____ A Life Partnership agreement.

Acknowledgements

We the undersigned understand that our status as Life Partners applies solely with respect to Funeral leave.

We the undersigned understand that annually we are required to furnish Certification and Proof of Life Partnership to the City of Reading's Human Resources Department on or before January 31st of each calendar year.

We the undersigned understand that we may be required from time to time furnish any further documentation the City of Reading may request for purposes of Life Partnership status.

Name of Employee- please print

Name of Partner- please print

Signature of Employee

Signature of Partner

Date

Date

I hereby acknowledge that the above statements are true and accurate to the best of my knowledge. I understand that any willful misrepresentation on my part may result in the invalidity of this document.

EXHIBIT C - WAGE SCALES

Positions	Current - 2020	YR 2021 - 4%	YR 2022 - 4%	A	B	C	D	E	F	G	H	I	Yearly 2021	Yearly 2022
Chief Clerk Codes / Property Maintenance	28.33	29.46	30.64	29.46	29.69	29.80	29.91	30.02	30.13	30.24	30.35	30.46	\$ 61,283.46	\$ 63,734.79
Clean City Coordinator / Solid Waste	25.28	26.29	27.34	26.29	26.52	26.63	26.74	26.85	26.96	27.07	27.18	27.29	\$ 54,685.70	\$ 56,873.12
Communications Supervisor Police	26.73	27.80	28.91	27.80	28.03	28.14	28.25	28.36	28.47	28.58	28.69	28.80	\$ 57,822.34	\$ 60,135.23
Foreman Arborist / Shade Tree	27.23	28.32	29.45	28.32	28.55	28.66	28.77	28.88	28.99	29.10	29.21	29.32	\$ 58,903.94	\$ 61,260.09
Foreman Engineering Aide IV	26.00	27.04	28.12	27.04	27.27	27.38	27.49	27.60	27.71	27.82	27.93	28.04	\$ 56,243.20	\$ 58,492.93
Foreman Garage	27.28	28.37	29.51	28.37	28.60	28.71	28.82	28.93	29.04	29.15	29.26	29.37	\$ 59,012.10	\$ 61,372.58
Foreman Parks	27.79	28.90	30.06	28.90	29.13	29.24	29.35	29.46	29.57	29.68	29.79	29.90	\$ 60,115.33	\$ 62,519.94
Foreman Public Property	24.84	25.83	26.87	25.83	26.06	26.17	26.28	26.39	26.50	26.61	26.72	26.83	\$ 53,733.89	\$ 55,883.24
Foreman Sanitary Sewers	27.72	28.83	29.98	28.83	29.06	29.17	29.28	29.39	29.50	29.61	29.72	29.83	\$ 59,963.90	\$ 62,362.46
Foreman Sanitary Sewers	26.36	27.41	28.51	27.41	27.64	27.75	27.86	27.97	28.08	28.19	28.30	28.41	\$ 57,021.95	\$ 59,302.83
Foreman Streets	27.92	29.04	30.20	29.04	29.27	29.38	29.49	29.60	29.71	29.82	29.93	30.04	\$ 60,396.54	\$ 62,812.41
Property Maintenance Inspector Supervisor	24.02	24.98	25.98	24.98	25.21	25.32	25.43	25.54	25.65	25.76	25.87	25.98	\$ 51,960.06	\$ 54,038.47
Property Maintenance Inspector Supervisor	24.25	25.22	26.23	25.22	25.45	25.56	25.67	25.78	25.89	26.00	26.11	26.22	\$ 52,457.60	\$ 54,555.90
Property Maintenance Inspector Supervisor	24.26	25.23	26.24	25.23	25.46	25.57	25.68	25.79	25.90	26.01	26.12	26.23	\$ 52,479.23	\$ 54,578.40
Radio Dispatch Supervisor Police	24.10	25.06	26.07	25.06	25.29	25.40	25.51	25.62	25.73	25.84	25.95	26.06	\$ 52,133.12	\$ 54,218.44
Shift Supervisor WWTP	26.47	27.53	28.63	27.53	27.76	27.87	27.98	28.09	28.20	28.31	28.42	28.53	\$ 57,259.90	\$ 59,550.30
Shift Supervisor WWTP	27.52	28.62	29.77	28.62	28.85	28.96	29.07	29.18	29.29	29.40	29.51	29.62	\$ 59,531.26	\$ 61,912.51
Shift Supervisor WWTP	26.69	27.76	28.87	27.76	27.99	28.10	28.21	28.32	28.43	28.54	28.65	28.76	\$ 57,735.81	\$ 60,045.24
Shift Supervisor WWTP	26.46	27.52	28.62	27.52	27.75	27.86	27.97	28.08	28.19	28.30	28.41	28.52	\$ 57,238.27	\$ 59,527.80
Shift Supervisor WWTP	26.51	27.57	28.67	27.57	27.80	27.91	28.02	28.13	28.24	28.35	28.46	28.57	\$ 57,346.43	\$ 59,640.29
Systems Administrator Supervisor Police	24.70	25.69	26.72	25.69	25.92	26.03	26.14	26.25	26.36	26.47	26.58	26.69	\$ 53,431.04	\$ 55,568.28

Drafted by Finance
Sponsored by/Referred by Finance
Introduced on May 24, 2021
Advertised on N/A

RESOLUTION NO. _____ 2021

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

Ratifying the collective bargaining agreement between the City of Reading and Fraternal Order of Police, Lodge 9 effective January 1, 2021 and expiring December 31, 2022.

Adopted by Council _____, 2021

Jeffrey S. Waltman, Sr.
President of Council

Attest:

Linda A. Kelleher CMC
City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF READING

AND

THE FRATERNAL ORDER OF POLICE, LODGE #9

Effective January 1, 2021 through December 31, 2022

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AGREEMENT

This Agreement by and between the CITY OF READING, hereinafter called "City", and FRATERNAL ORDER OF POLICE, LODGE NO. 9, hereinafter called "Lodge", executed the day and date subscribed at the end hereof, and to be effective from January 1, 2021 through and including December 31, 2022.

ARTICLE I - RECOGNITION

Section 1. The City recognizes the Lodge as the sole and exclusive collective bargaining representative of employees of the Department of Police, concerning the terms and conditions of employment, including compensation, hours, working conditions, retirement and pensions and, other benefits, as provided by Act 111 of 1968.

Section 2. The Lodge recognizes the City of Reading as employer, and will bargain collectively with representatives specifically designated by the City for that purpose.

Section 3. The bargaining unit to which this agreement is applicable is composed of all eligible employees in the Department of Police, except civilian employees, the Chief of Police, the Deputy Chief, and Inspectors. Those employees to which this agreement applies shall hereinafter be called "Employees".

ARTICLE II - NO STRIKE

Section 1. The Lodge agrees that during the term of this agreement it will not cause, encourage, participate in or support any strike or picketing against the City by any member or members of the Fraternal Order of Police, Lodge No. 9.

ARTICLE III - RIGHTS OF THE PARTIES

Section 1. Except as otherwise specifically provided herein, it is understood and agreed that the City retains the exclusive right to manage the business of the Department of Police, including, but not limited to, the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right, for proper cause, to suspend, discharge, demote, or take other disciplinary actions against employees; the right to decide job qualifications for hiring, the right to lay off employees for lack of work or funds, the right to make rules and regulations governing safety, the right to determine schedules for work, together with the right to determine the methods, process and manner of performing work; and the right to take any other action necessary to carry out the inherent managerial policies governing the Department of Police.

Section 2. It is understood and agreed that a maximum of three on-duty Lodge representatives shall, without loss of pay, be allowed to investigate and process grievances and consult with City representatives concerning the enforcement or interpretation of any provisions of this agreement.

Section 3. When the Lodge and the City negotiate changes in contractual terms and conditions of employment, the City, upon request, shall release from duty with pay up to nine members of the Lodge negotiating team at any one time to attend negotiating meetings with the City.

Section 4. The City will provide at its expense, one copy of this Agreement for each member of the Department of Police at the effective date of this Agreement, plus five copies for the Lodge, and further will provide one copy to each new member during the term of this Agreement.

ARTICLE IV - LODGE DUES AND OTHER DEDUCTIONS

Section 1. Upon receipt from the Lodge of a voluntary authorization in writing by an employee, the City shall make deduction from the employee's wages for Lodge dues in the amount specified on said authorization.

Section 2. The Lodge dues and all deductions from the pay of employees and each item of compensation shall be itemized by the City on each pay check stub, or on a separate statement to be distributed with each pay on each check, by item, and a total year-to-date for each item of deduction, and each item of compensation.

Section 3. Deductions and payments under this Article shall be in accordance with the Pennsylvania Agency Shop/Fair Share Law applicable to public employees.

Section 4. An optional payroll deduction shall be made available for Lodge members for direct contribution to the FOP's Political Action Committee fund (PAC). This shall be an optional deduction at the choice of the member and be directly deposited into the FOP's PAC. The deduction shall be set up by the Finance Office and the amount of the deduction left up to the member. This provision will be made available during the annual open enrollment period. An authorization form will have to be signed by the member.

ARTICLE V - SENIORITY RIGHTS

Section 1. Seniority shall begin upon the date of an employee's appointment to the Department of Police. In the event an employee is transferred to another shift or platoon, the employee shall be allowed to bid on any job in the new shift or platoon according to seniority from the date of appointment. Provided, however, that the City may deviate from the requirements of seniority if a strict application of the provisions of this article would result in an unqualified employee being placed in a position that the employee is unable to perform. In that event, the City must state in writing why it is felt the employee is not qualified to perform the duties required in the position which he is being denied.

Section 2. In the event that more than one employee is appointed on the same date, the employee who is oldest in age shall be deemed the most senior.

Section 3. In the event of a cutback in manpower within the Department of Police, layoffs shall begin with the employee having the least amount of seniority. Layoffs shall be conducted on a Department wide basis and not by a division or platoon. In the event of layoffs, patrol aids shall be laid off before any sworn police officer, if Patrol Aids are being paid by the City. If, however, Patrol Aids are being paid by Federal grants, and layoffs would jeopardize the entire grant, Patrol Aids may be retained until the end of the grant year only, at which time they will be laid off.

Section 4. In the event that additions are to be made in manpower within the Department of Police, and there are presently employees who had been laid off due to cutbacks, said employees shall be recalled to duty on a seniority basis commencing with the most senior employee who has been laid off due to cutbacks, said employee shall be called to duty on a seniority basis commencing with the most senior employee who has been laid off. The City shall make a reasonable effort to contact any employees laid off due to cutbacks within six years previous to any call-back. No new or additional employee shall be added until all employees who have been laid off within the previous six years have been notified to report back to duty and have been given at least two weeks to return to duty. Only after all employees who have been previously laid off have been returned to duty, if they desire, and after the City shall have made a reasonable effort to contact any employee laid off due to cutbacks within the six years previous to the recall, shall any new or additional employees be hired for the Department of Police.

Section 5. Work assignments will be based on seniority for assignment to any vacancy, provided that the applicant must possess, or be able to acquire in a reasonable period of time, the skill and ability to perform the assignment. Bids for vacancies shall be restricted to employees within the platoon or division in which a vacancy exists. In instances where an assigned position becomes vacant because of legitimate administrative or equipment problems, the employee displaced may bid on any position currently held by a less senior employee, after the employee's regularly assigned position has been vacant for sixty (60) days. Assignment of the displaced employee during the sixty day period shall be at the discretion of the shift O.D. Employees will regularly re-bid for all positions between December 15th and December 25th of each year, with new assignments becoming effective on January 1st. A disabled employee capable of performing other than regularly assigned duties may be assigned or reassigned at the administrative discretion of the Department of Police, provided that such assignment or reassignment is based on genuine administrative necessity.

Section 6. The selection of employees for appointment to the position of Police Officer/Field Training Officer and Criminal Investigator shall not be subject to seniority requirements, but shall be filled by appointment of the Chief of Police.

The Criminal Investigation unit shall not be covered by the bidding process for all future vacancies, which shall be filled by the Chief.

Section 7. Seniority bidding rights shall prevail only when an employee is qualified for the following positions; bid vacancies on Platoon A, B, C and D, TLEU, Turnkey and Houseman (when that position is filled by a police officer). The effective dates for bidding on positions shall be as set forth in Section 5. The following positions shall be filled by seniority bidding when a vacancy occurs; Canine Corps. (upon being examined by a licensed psychologist or psychiatrist and medical physician agreeable to the City and the F.O.P. at the cost of the City of Reading and submission of reports indicating that the employee has been examined by said psychologist or psychiatrist and that the employee is psychologically and medically able to perform the duties of a canine handler), I.D. Unit (when employee has had previous experience as Field Evidence Technician), Crime Analysis Unit, Crime Prevention Unit, Tactical Response Unit, Mounted Patrol (upon employee being examined by a physician agreeable to the City and the F.O.P. and provided by the City, and the submission of a medical report indicating that the employee has been examined by said physician who states that the employee is physically able to perform the duties involved with Mounted Patrol and that there are no pre-existing injuries or illnesses that would prevent the employee from performing duties of a mounted officer), and Central Records (when that position is filled by a police officer), unless the Chief determines, in his discretion, that the most senior bidder is not the most qualified candidate for the position.

Any re-titled or permanent unit shall be first bid from within the division to which said unit will be/is assigned. Should these positions not be filled from within the division, bidding shall be opened department wide.

Newly created units shall not be subject to the bidding procedures in Article V for up to one (1) year. Any unit which is continued beyond one (1) year shall then be filled through the existing bidding procedure unless mutually agreed upon by the FOP Lodge #9 and the Chief of Police.

Section 8. The City may temporarily transfer any employee to another division for a period not to exceed one hundred eighty (180) days, regardless of seniority. Extension of said temporary transfer beyond the one hundred eighty (180) day limit shall occur upon waiver by the Lodge in writing when additional time is needed to complete a specific case or assignment which will be included on the extension document. No temporarily assigned employee shall be placed in a permanent position in the division to which the employee was temporarily assigned unless the employee agrees to said transfer, nor shall the employee be assigned to any other temporary assignment within ninety (90) days of the completion of the assignment (including any extension applied). After completion of said temporary transfer, including any extension, the employee must be transferred back to the original division from which the employee came.

Section 9. Usual seniority rights shall not apply during the probationary period of any new or additional employee. Upon completion of the probationary period, employees shall have full seniority rights beginning with the date of appointment to the Department of Police, however, bidding for shift assignments shall occur at the next regularly scheduled re-bid period as per Article V, Section 5.

Section 10. All bids for permanent openings will be posted on the bulletin board and included in the daily bulletins for at least ten (10) days before the position is awarded.

Section 11. In the event an employee is promoted to a higher grade or demoted to a lower grade, seniority shall be computed, for purposes of selecting the first vacation and personal leave days, from date of appointment to the Department of Police, rather than from time in grade. Uniformed patrol

division employees with the rank of Sergeant or Lieutenant within the 4 uniformed patrol division platoons, i.e. platoons A, B, C and D only shall have the same bidding rights for work assignments as other employees within that division.

Section 12. The Chief of Police shall have the right to change the start and ending time of a shift to be worked by a member of the uniformed patrol division on up to ten (10) shifts per officer per year for the sole purpose of fielding an eight (8) hour shift in addition to those four (4) shifts presently in effect for the uniformed patrol division when such additional manpower is necessary. For the purpose of computing manpower for contractual purposes on any given shift when an extra shift is fielded, the officers whose shifts have been changed shall be considered to be on one of the four (4) existing shifts.

Section 13.

- A. Effective January 1, 2013, the city shall have the right to civilianize the positions of Court Liaison Officer.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is defined as any complaint by an employee or the Lodge over the interpretation, application or alleged violation of this agreement, including discipline, suspension or discharge of an employee which is not appealed to Court under the Third Class City Code and/or Local Agency Law.

Section 2. Grievance Procedure

The employee or employees affected or the Lodge shall process the grievance in accordance with the following procedure:

Step 1:

All grievances must be reduced to writing. The employees affected shall submit the written grievance to the Chief of Police within ten (10) days of its occurrence, either directly or through a representative of the Lodge. The Chief or his designee shall meet with the Lodge to discuss the grievance. The Chief or his designee shall issue a written decision within five (5) days of the meeting. If no satisfactory settlement is reached within five (5) days of the meeting, the grievant or the Lodge may appeal the matter to Step 2.

Step 2:

The grievant or the Lodge may submit the written grievance to the Mayor or his designee within five (5) days of the Step 1 answer. The Mayor or his designee shall meet with the Lodge to discuss the grievance. The Mayor or his designee shall issue a written decision within ten (10) days of the meeting.

Step 3:

The grievance may be appealed to arbitration by the Lodge upon written notice to the City and the Philadelphia office of the American Arbitration Association by certified mail within fifteen (15) days of the answer of the Mayor or his designee or if the Mayor does not respond to a grievance within thirty (30) days of submission. The arbitration shall proceed in accordance with the then current rules of the American Arbitration Association.

Section 3. Arbitration

The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove terms of this agreement or to determine that any provisions of this agreement establishes an implied limitation upon the City which is not specifically set forth.

The decision of the arbitrator shall be final and binding upon the City, the Lodge and the employees covered by this Agreement.

The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.

Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in the grievance procedure. All claims for back wages shall be the amount agreed to by the City and the Lodge, or ordered by the arbitrator, as the case may be, less any unemployment compensation and any other compensation that the aggrieved employee may have received from any source during the period for which back pay is claimed.

Section 4. Effect of Failure to Appeal

Any grievance shall be considered as settled on the basis of the last answer of the City if not appealed to the next step or to arbitration within the applicable time limits. Time is of the essence.

Section 5. Effect of Settlement

The disposition of any grievance at any step of the grievance procedure, or before actual receipt of the decision of an arbitrator, between the City and the Lodge shall be final and binding upon the employee, employees or persons who are involved or effected thereby. Any interpretation of this agreement agreed upon by the City and the Lodge shall be final and binding upon all employees and upon any person effected.

Section 6. Computing Time Limitations

Saturdays, Sundays and Holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement. The time limits under the grievance and arbitration procedure may be extended by written mutual agreement of the parties.

Section 7. Suspension and Discharge

An employee who has been suspended or discharged shall bypass Step 1 of the grievance procedure and shall file his grievance directly with the Mayor or his designee within five (5) days of the suspension or discharge. The grievance shall then be processed in accordance with Step 2 of the grievance procedure.

Section 8. Class Grievances

A grievance which affects a majority of a class of employees shall be presented at Step 1 by a representative of the Lodge.

Section 9. Heart and Lung Process

The current process for resolving disputes over any claim for or attempt to terminate heart and lung benefits shall remain in effect, but to the extent that the parties do not agree to arbitrate such claims, either party may appeal the decision of the local hearing body to arbitration within the same time period provided in the grievance and arbitration process. The arbitration shall be governed by the voluntary rules of the American Arbitration Association applicable to labor arbitration, except that the arbitrator must agree to conduct such hearing within 30 days from the date of selection, and issue a decision 30 days after the record is complete, The parties agree to comply with the decision of the local agency hearing body pending a decision of the arbitrator.

ARTICLE VII - WAGES

Section 1. Base pay

- A. Effective on January 1, 2021, each member of the Bargaining Unit employed by the City on the date this contract is executed shall receive a four and one half percent (4.5%) increase to their current base salary. The Bargaining Unit will also receive a four and one half percent (4.5%) increase to their current base salary in 2022.

Section 2. The base pay shall be exclusive of any clothing allowance for the non-uniform employees, which shall be in addition to base pay.

Section 3.

1. Each employee shall receive, in addition to base pay, a shift differential of three percent (3%) of base wages for each hour worked by the employee on Shift #3 (3:00 pm to 11:00 pm) and four percent (4%) of base wages for each hour worked by the employee on Shift #1 (11:00 pm to 7:00 am).
2. Overtime pay for employees working these shifts shall be calculated by multiplying by one and one-half the employee's base pay plus the appropriate percentage of shift differential pay for the hours of overtime worked during said shifts.
3. Criminal Investigation personnel scheduled by the employer to work during the hours set forth in Section 1. Above shall be paid as provided, however, shift differential shall not be paid to Criminal Investigation personnel with the hours worked part-employee controlled or incidental to cases assigned to such personnel.

ARTICLE VIII - LONGEVITY PAY

Section 1. Effective on January 1, 2020, longevity pay shall be based on a set dollar payment based on the outlined below.

- A. Longevity payments shall be unfrozen for all officers. By way of clarification, longevity payments shall now be available to all officers according to the schedule outlined below when the officer reaches his or her sixth (6th) year anniversary with the department.
- B. This provision also applies to all officers who currently receive longevity payments but for whom such payments were frozen as a result of previous arbitration awards and well as all officers were hired on or after December 31, 2011 or were employed as of that date but who were not entitled to any longevity payment as of that date.
- C. Such longevity payments shall commence for the year 2020. There shall be no retroactive payment of any of the foregoing longevity payments that were previously frozen as a result of previous arbitration awards or for any time or years prior to 2020. All payments due under this provision will be paid in a one lump sum for 2020 within 30 days of the execution of this Memorandum by both Parties.
- D. Longevity payments shall commence on the officer's sixth anniversary and shall equal the following dollar amounts for each year of service based on the following schedule:
 - Captain - \$250.00/year
 - Lieutenant - \$235.00/year
 - Sergeant - \$225.00/year
 - Criminal Investigator - \$215.00/year
 - Patrolman - \$200.00/year

By way of example, a patrol officer who becomes eligible for longevity on his or her sixth (6th) year anniversary shall be entitled to a payment of \$200 multiplied by six years of service for a payment of \$1,200. After such officer's seventh (7th) anniversary, such officer will receive a longevity payment of \$1,400 that year.

ARTICLE IX - OVERTIME

Section 1. An employee who works in excess of eight (8) hours on any shift or forty (40) hours in one week shall receive additional compensation, computed at the regular hourly rate of pay plus any applicable shift differential multiplied by one and one-half. Overtime shall be paid on an hour for hour and minute for minute basis to the fullest extent practical.

Section 2. Effective January 1, 1998, an officer called into work at a time other than his scheduled work shift (this shall not include situations when an officer is called in immediately prior to his shift or held over immediately following his shift) shall be paid a minimum of two (2) hours pay at the applicable rate.

ARTICLE X - COURT TIME

Section 1. Time spent by employees in attendance, as a witness for the City or the Commonwealth, outside regular duty hours, shall be compensated as overtime, at the rate of one and one-half times the employee's base hourly rate, for all hours spent in said attendance, including lunch breaks, or a minimum of three (3) hours, whichever is the greater. If said attendance is required within one hour preceding or following the employee's regularly scheduled shift, all such time spent at said attendance shall be compensated as overtime.

Section 2. The preceding section shall apply to required attendance by an employee in any court of record, or any session before a District Justice.

Section 3. Any employee who is required to attend a Court or District Justice session outside the County of Berks, shall also be paid mileage, computed from the employee's duty station to the location of said proceeding and return, if a privately owned vehicle is used.

Section 4. In determining whether an employee is entitled to compensation as overtime for attendance in Court as set forth in Section 1 above, said employee shall be considered off duty at any time which is not part of the employee's regularly scheduled shift except that in all cases where an employee is "on sick leave" and must attend a scheduled court case and is physically able to do so, said employee will be scheduled as "on-duty dayshift" and lose no sick leave benefit for the eight (8) hour work day. The employee will notify his/her shift commander of the change of work status as soon as practically possible, but no later than 24 hours after the case. With the above exceptions, no employee's work schedule shall be changed or modified to accommodate a required attendance in Court.

Employees "on injury leave" or employees attending minor judiciary cases while on sick leave will receive no additional compensation including retention of sick leave hours.

Section 5. The amount of overtime compensation for an employee serving as a court witness shall be identified as such on or accompanying the employee's pay stub.

Section 6. In the event a FOP member has had his/her subpoena cancelled without adequate notice, the member shall be paid the minimum of three (3) hours set forth in Section 1. Adequate notice will exist in the following circumstances:

- A. Where a FOP member's subpoena requires attendance beginning at or after 1300 hours, the cancellation occurs before 0900 hours on the same day.
- B. Where a FOP member's subpoena requires attendance beginning before 1300 hours, the cancellation occurs prior to 1700 hours on the previous calendar day.
- C. The cancellation must come from the Court Liaison Officer or a supervisor in the member's chain of command. Voicemail notification shall be acceptable.

ARTICLE XI - ON CALL (STAND BY) STATUS

Section 1. "On-call" (stand by) status shall be understood as meaning that:

- a. The City agrees to credit any employee called in from a vacation with eight (8) hours of vacation time including those days when the employee is on leave during a vacation period determined as per Article XVIII, Section 5, of the F.O.P. City Contract. A vacation period shall be defined as a period of time consisting of 7 vacation days and vacation related leave days as chosen by class or seniority. This credit will begin when the employee is called in and for each vacation or leave day thereafter. In addition, the City agrees to compensate the employee at one and one-half the employee's base hourly rate for all time spent in court, or a three hour minimum, whichever is greater.

- b. Each time the City, or a police officer, receives a court notice or subpoena indicating a hearing at a time when the officer is not working, the officer shall receive a flat payment of \$35.00 for each time so indicated. For example, if the City receives a court notice indicating that a hearing is or may be scheduled for January 30, and the officer is not scheduled to work at that time, the officer will be compensated \$35.00 for having to make himself available. If the officer is subsequently called the \$35.00 shall be deducted from the officer's payment.

ARTICLE XII - BOMB SQUAD PAY AND TRAINING

Section 1. In addition to base pay, each bomb squad technician shall receive two thousand dollars (\$2,000.00) per year, which shall be paid annually in the first check of the year.

ARTICLE XIII - CLOTHING ISSUE AND MAINTENANCE ALLOWANCE

Section 1. The clothing maintenance allowance for non-uniformed personnel shall be three hundred seventy-five (\$375.00). Set allowance shall be paid and included in the first pay period of February.

Section 2. The uniform maintenance allowance for uniformed personnel shall be three hundred seventy-five (\$375.00). Set allowance shall be paid and included in the first pay period of February.

Section 3. The City shall issue to each uniformed employee at least five summer shirts, five winter shirts and four pairs of trousers plus required insignia and patches. Female employees in uniformed positions shall receive an equivalent number of uniforms, insignia and patches, these uniforms to be tailored to proper fit.

Section 4. Clothing, whether uniform or non-uniform, which is damaged in the line of duty, shall be promptly replaced by the City. Any item of uniform issue which is worn or damaged will be replaced by the City upon written authorization of an employee's supervisor.

ARTICLE XIV - LIFE INSURANCE

Section 1. The City shall maintain and pay the premium for term life insurance for each employee. Said policy of insurance shall be in the face amount of \$50,000.00.

Section 2. Said life insurance shall be double indemnity for accidental death, whether or not the accidental death occurs during the insured's performance of his duties as an employee.

ARTICLE XV – HOSPITALIZATION

Section 1.

A. Employees hired after December 31, 2011:

- i. The City shall provide the health plan and plan options and prescription coverage that is currently provided to such officers as a result of the Interim Award dated December 30, 2011, and incorporated herein by reference, and that are provided to other unionized City employees. Such plan options are currently identified as the Premier Plan, Preferred Plan, and Preferred Plan Plus.
- ii. The premium plan caps or maximum premium contribution to be paid by the City toward health insurance, including prescription plan, dental, and vision and any other medical insurance coverage, as presented by the City and as listed in the Plan shall be fixed at the monthly rates that are applicable to such employees as a result of the Interim Award dated December 30, 2011. These applicable premiums caps or maximum premium contributions by the City are also in recommendation WF24 on page 67 of the City of Reading Financial Recovery Plan of 2010 and have been instituted pursuant to the Interim Award.
- iii. Employees hired after December 31, 2011 shall not be entitled to post-retirement health benefits.

B. Health Insurance (medical, prescription drug, vision and dental coverage):

The maximum monthly contributions per eligible employee that the City is required to make toward the cost of employee health care coverage (which includes medical, prescription drug, vision and dental coverage) for active employees shall be the same as those listed in WF02, page 46-47 of the Exit Plan. Employees are responsible for paying the difference between the monthly premium equivalent cost of the plan and the maximum monthly contribution or "cap" as noted in the Exit Plan.

The City's contribution toward the cost of medical, prescription drug, vision and dental coverage outlined below is the maximum amount the City will be required to pay for such coverage and it includes all payments toward such insurance premiums and benefit costs, as well as any taxes, surcharges, penalties, assessments, and other charges and costs which the City may be required to pay under any federal or state laws regulations, statutes or regulations:

Maximum City Monthly Contribution per Eligible Employee
Enrolled in City-Provided Health Insurance for 2020-2021-2022

	2020	2021	2022
Single	\$734	\$770	\$809
Dual	\$1,486	\$1,560	\$1,638
Family	\$2,180	\$2,289	\$2,404

- i. Subject to the terms of Article XV, Section 2, officers who were employed on or before December 31, 2011 who retire and who are eligible (as defined by the current collective bargaining agreement) for post-retirement health benefits on the date of his or her retirement (for the retiree and retiree's spouse), shall be entitled to the same health benefits (including prescription coverage and cost sharing obligations) as those provided to current

officers at the time of the officer's retirement and from time to time after the officer's date of retirement. Dental coverage is not available and vision coverage may be paid through COBRA at the cost of the retiree. After such officer's retirement from the City, he or she shall be required to pay the same health care contribution based on the same contribution formula that is paid by the then current officers who were hired on or before December 31, 2011. This provision shall not apply to current retirees or officers who retire before January 1, 2013, as explained below:

- a. **Current Retirees.** All officers retired as of November 15, 2012 and who are currently entitled to post-retirement health benefits shall continue to be entitled to the post-retirement health benefits pursuant to the terms and conditions governing their receipt of such benefits that were in existence on the date of their retirement.
- b. **Officers who Retire and Resign from City Employment Before January 1, 2013:** Current officers, including officers who are current DROP participants, who retire, resign and leave the employ of the department prior to January 1, 2013 shall be entitled to continued medical and prescription benefits under the terms of the 2007-2011 collective bargaining agreement, and the contribution rate that was applicable under the 2007-2011 collective bargaining agreement on the date of the officer's retirement, or for a current DROP participant, entry into DROP. Any officer who does not resign and leave the employ of the City prior to January 1, 2013 shall be subject to the provisions of Article XV, Section 1, B, iii of this collective bargaining agreement. The only modification shall be that those current DROP participants who entered the DROP prior to December 31, 2011, and who do not retire prior to January 1, 2013, shall be required to pay, when they retire and resign from the employ of the city, the same health care cost sharing contribution that was in effect when they entered the DROP.

Section 2. The City shall provide and pay for the same health insurance as those provided for active employees, under the following conditions:

- a. The employee must qualify for either a full pension or a disability pension under the City police pension Ordinances.
- b. Only the employee and the employee's spouse shall be eligible for coverage.
- c. The benefits shall not be provided for employees who are eligible for coverage under the group medical insurance plan of another employer or a spouse's employer.
- d. The benefits shall cease when the employee attains sixty-five (65) years of age and qualifies for Medicare and/or Medicaid coverage.
- e. During the period of coverage, the City may require proof of eligibility for the above benefits.

Section 3. The City will continue to provide a Section 125 plan to assist in the pre-tax deduction for the health-care contributions, unreimbursed medical costs and dependent daycare.

Section 4. The Award of November 14, 2018, issued at AAA Case No. 01 16 0003 9905 shall be incorporated herein by reference as if fully set forth at length.

ARTICLE XVI - PENSION

Section 1. The provisions of Ordinance, Bill No. 37, adopted November 3, 1976, and effective January 1, 1977, shall be amended insofar as any of the provisions of said Ordinances are contrary to this article.

Section 2. All employees shall, at all times, be fully vested in the contributions to the pension fund deducted from the pay of the employee from the time of the employee's appointment to the Department of Police until the date of his termination, for whatever reason.

Section 3. Effective January 1, 1997, the City shall amend its' existing pension ordinance to provide for 100% vesting at the completion of twelve (12) years of service for all employees.

Section 4. Effective January 1, 1999, all police officers hired on or after January 1, 1977, who are injured in the performance of their duties, and due to that injury are unable to perform the duties of a Reading Police Officer, shall be entitled to the same pension benefits as those Officers hired prior to January 1, 1977.

Section 5. Bargaining unit members may retire with 20 years of service at a 60% payout; 21 years of service at a 62% payout; 22 years of service at a 64% payout; 23 year of service at a 66% payout; 24 years of service at a 68% payout; 25 years of service at a 70% payout.

The City shall not request or attempt to have this provision removed or diminished from this binding agreement. This provision shall remain intact unless a change is negotiated between the City and the Lodge

Section 6. The existing pension plan shall be modified to provide for a deferred retirement option plan. The DROP Plan shall be designed by the plan actuary or another qualified actuary in an actuarially neutral manner which will allow police officers who have achieved age and service to elect to drop from the pension plan while still continuing their employment for a period not to exceed five (5) years. During the period of time a member is in the DROP program, a monthly amount, representing either the monthly portion of the accrued value of the individual member's pension or the accrued value of the individual member's monthly salary (whichever the panel determines to be most applicable to this case) shall be deposited in a separate account in the name of the member. The arbitration panel will retain jurisdiction over the implementation of this program to assure that it may be accomplished in a "cost neutral" manner to the City.

Current bargaining unit members in the DROP program are grandfathered in order to complete their benefit. The mandatory employee contribution shall be increased to 6.5% of base salary plus \$1.00. The City shall guarantee placement of funds to make the current police pension solvent to accommodate this increase in benefit (fund amount shall be agreed to by both the City and the FOP Lodge #9).

The City shall not request or attempt to have this provision removed or diminished from this binding agreement. This provision shall remain intact unless a change is negotiated between the City and the Lodge

Section 7. Any police officer who retires after January 1, 2001, or the survivor of such retired police officer entitled to post-retirement healthcare coverage, shall not be permitted to seek reimbursement for prescriptions through the major medical portion of post-retirement health insurance benefits. Instead, each such individual shall maintain the identical prescription coverage as an active police officer for life.

Section 8. Effective January 1, 2005, the existing pension plan shall be modified to increase the maximum cap of the service increment to five hundred dollars (\$500.00) per month.

Section 9. Effective January 1, 2004, the pension ordinance shall be clarified to provide that the survivor's benefit as a result of a killed-in-service benefit shall be equal to the pension that the member would have received had he or she been retired at the time of his or her death.

Section 10. The City shall implement a pension buy back provision up to five (5) years in the police pension plan, consistent with the military buy back standard. Purchase of these years can be made at any time, however, the current retirement standards would apply. Installment payment plans shall be implemented as part of the buyback provision.

Buy back rate shall be based on the first year of hire.

The City shall not request or attempt to have this provision removed or diminished from this binding agreement. This provision shall remain intact unless a change is negotiated between the City and the Lodge.

Section 11. All bargaining unit members are required to retire upon the completion of thirty (30) years of service effective January 1, 2008.

Section 12.

A. Employees hired after December 31, 2011 shall not be eligible for or permitted to participate in the DROP.

B. Current DROP will remain available to employees employed by the City prior to January 1, 2012, except that all such employees who enter the DROP after the date of this Award will pay 5% pension contribution during their DROP participation period. The pension or other benefit currently provided to existing retirees and vested employees shall not increase. Officers who are eligible for and who enter the DROP in the future or have already done so prior to the Award shall, during the DROP participation period, have the same health plan options and pay the same contribution/cost sharing formula that is applicable to such plans for current employees who are not Drop participants.

When an eligible officer who becomes a DROP participant after the date of this Award retires, resigns from the employ of the City and ceases to be a DROP participant, such officer shall be eligible for post-retirement health benefits, including prescription, for the retiree and spouse which are the same as those provided to current officers (at the time of the officer's retirement and resignation and from time to time thereafter) including cost sharing obligations.

C. The City shall not provide pension benefits which exceed those minimum mandatory benefits set forth in the Third Class City code for all employees hired after December 31, 2011. Examples of such mandatory benefits under the pension provisions of the Third Class City Code shall include, but not be limited to, providing for a normal retirement after a minimum period of service of 20 years and reaching 50 years of age; defining "salary" in accordance with 53 P.S. subsection 39309; calculating retirement benefits by the rate of monthly pay at the date of termination or the highest average annual salary during any 5 years of service; providing that the apportionment of the pension shall not in any case exceed in any years one-half the annual pay of such member computed at such monthly or average annual rate; not permitting additional service credit; and setting member contributions rate of 5% of the officer's salary (as the term is defined in 53 P.S.

subsection 39309 which shall also be utilized to determine the retirement benefit) or a higher contribution amount if permitted by law.

ARTICLE XVII - LUNCH PERIOD

Section 1. Each employee shall be entitled to a 30 minute lunch period during his regularly scheduled eight (8) hour shift. Said lunch period shall be a part of the employee's eight (8) hour shift.

Section 2. If required to work overtime, each employee shall be entitled to a 15 minute break during each four (4) hour period, or portion thereof, of overtime so worked.

Section 3. If an employee works a full eight (8) hour shift as overtime, said employee will be entitled to a 30 minute lunch period during the overtime shift, as well as the two 15 minute breaks.

ARTICLE XVIII - VACATIONS

Section 1.

A. Effective January 1, 2013, vacation shall be earned as follows:

After one (1) year of service - 80 hours
After five (5) years of service - 120 hours
After fifteen (15) years of service - 160 hours

B. There shall be no vacation deferral except where the officer cannot take vacation due to job related injury, job related disability, military or National Guard obligations or logistical reasons imposed by the City.

Section 2. Vacations shall be picked by seniority, one vacation at a time. The most senior officer shall choose one vacation; the next senior officer shall choose one vacation and so on down the seniority list at the platoon level, until all vacations have been exhausted.

Section 3. For purposes of selecting vacations, seniority shall be defined to mean time computed from date of appointment, rather than time in grade.

Section 4. Each employee shall be paid, during vacation to which said employee is entitled, at the usual rate of pay of said employee.

Section 5. If an employee is required to work during a scheduled vacation, the employee shall be paid as overtime, at the rate of one and one-half times the employee's usual hourly rate of pay.

ARTICLE XIX - SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. An employee who shall be unable to perform the duties of employment by reason of sickness or disability shall be entitled to sick leave with pay, which shall be earned at the rate one and one half (1 1/2) days per month for a maximum of eighteen (18) days per year, and shall be accumulated to a maximum of 155 days. The Department Head shall have the power to authorize additional days in special cases.

Section 2. A police officer, who does not use any sick leave during the calendar year, shall be paid an incentive payment of \$1000.00 per year, a police officer who uses 1-24 sick leave hours in a year shall receive \$500, and an officer using 25-40 will receive \$150, any officer using more than 40 will receive no bonus. Bonuses to be paid on or before the third pay period of the following calendar year.

Section 3. An employee shall be granted sick leave for the following reasons:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. To care for a member of the employee's household or a minor child that requires the personal care of the employee, up to two (2) days, per occurrence.
- c. Enforced quarantine of the employees in accordance with the Community Health Regulations.

Section 4. An employee requesting sick leave by reason of illness or disability shall present satisfactory evidence to the Department Head or designated officer and if more than three (3) days of sick leave is requested, the application therefore shall be accompanied by a certificate of an attending physician.

Section 5. Any employee unable to perform the duties of employment by reason of illness or disability, as set forth above, shall notify the Department Head or a designated officer of such disability at least one hour prior to the commencement of the employee's regularly scheduled shift. Prior to returning to duty, the employee shall notify the Department Head or the designated officer of the employee's intent to return to duty, said notice to be at least one hour prior to the commencement of the employee's regularly scheduled shift.

Section 6. Any employee upon retiring from active duty with the Department of Police upon completion of minimum length of service shall be compensated for unused sick leave up to a maximum of 30 days. Compensation shall be based on the employee's regular rate of daily pay.

Section 7. Bereavement leave shall be allowed as follows:

- a. In the event of a death in the employee's immediate family (spouse, parent, guardian, child, brother, sister, mother-in-law, or father-in-law), leave shall be granted within fifteen (15) days of the date of the death of a member of the employee's immediate family for a period of five (5) consecutive days.
- b. In the event of the death of some other family member (uncle, aunt, cousin, nephew, niece, grandparent, grandchild, great grandparent, brother-in-law or sister-in-law), leave shall be granted to the employee within fifteen (15) days of the date of death of a family member

for a period of three (3) consecutive days.

- c. An employee experiencing a death in the family to which this Article/Section applies and who would be off duty during this granted bereavement leave period due to previously schedule discretionary leave, to wit: vacation leave, personal leave, compensatory time buy back, shall have the use of such discretionary leave stayed and such leave days replaced with bereavement leave. However, weekly leave days scheduled during a granted bereavement leave period will not be replaced with bereavement leave, but will be tallied as part of the bereavement leave period granted by this Article/Section.

The Department Head has the power to approve leave with pay for the day of the funeral for any other close relative or associate not included in the list above.

ARTICLE XX - DISABILITY LEAVE OF ABSENCE

Section 1. When an employee knows or has reason to know in advance when a physical disability will begin and end (e.g. elective surgery, pregnancy disability) written notice thereof shall immediately be given of such times to the Police Chief or his delegate.

Section 2. Disability due to pregnancy shall be treated for all purposes the same as other disabilities with reference to insurance coverage, medical benefits, use of paid sick leave, medical examinations, etc.

Section 3. Upon an employee experiencing physical or mental disability which disqualifies the employee from properly and fully performing his duties, the employee shall give notice thereof to the Police Chief or his delegate within 24 hours of the beginning of such disability or as soon thereafter as possible.

Section 4. An employee absent due to physical or mental disability shall provide to the Police Chief or his delegate a report from his physician showing the condition of the employee including his inability to return to work due to the continuance of the disability. Such report shall be provided within a week of the beginning of the disability and upon return to work. For leaves beyond two weeks, such report shall be furnished at the end of each two week period. In addition, the employer shall have the right to have the employee examined by a physician of its choice.

Section 5. During a leave of absence due to physical or mental disability, the employee shall continue to accrue seniority and receive all other benefits of an employee for a period up to the extent of his eligibility to receive paid sick leave or the period of one year, whichever is longer.

ARTICLE XXI - HOLIDAYS

Section 1.

The following shall be considered paid holidays:

New Year's Day
Martin Luther King's Day
Presidents Day
Easter
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas

Section 2. All employees shall receive one extra day's pay, computed at the employee's regular hourly rate of pay, for each of the listed holidays, even though not worked. The City shall implement a flex holiday option by which officers may elect to receive a day off with pay for each holiday in lieu of holiday pay.

- A. Should an employee leave after using a flex day in which the holiday has not passed, the employee shall reimburse the city for that holiday.
- B. Payout of unused flex holidays shall be in the December 31st pay period of each year.
- C. Flex holidays will be front loaded on January 1st each year.

Section 3. Any officer scheduled to work on Thanksgiving Day and/or Christmas Day and who actually does work, shall receive additional compensation at the rate of time and one-half.

ARTICLE XXII - PERSONAL LEAVE DAYS

Section 1. Each officer shall be granted two (2) personal days per year.

Section 2. Personal leave days may be selected by the employee, subject to the approval of the employee's supervisor, which approval shall not be unreasonably withheld.

ARTICLE XXIII - WEEKLY LEAVE DAYS

Section 1. An employee's work week shall normally consist of eight (8) consecutive hours per day and five (5) days per week with two (2) days off, or leave days, per work week, which commences Monday at 7:00 o'clock a.m.

Section 2. An employee's regular day off shall not be changed unless the employee is consulted by the Chief or his designee and given thirty (30) days' notice. Provided, however, that the City may reschedule an employee's leave days during an emergency or disaster declared by appropriate public officials in accordance with law.

ARTICLE XXIV - LODGE BUSINESS

Section 1. Any employee who is a duly elected representative of any national or state lodge, or organization of policemen, or any local lodge or group being a part of any national or state organization of policemen shall be entitled to a leave of absence with pay for a period of five (5) duty days to attend any annual, national or state convention or conference of such organization. The leave shall be calculated to include six (6) duty days with two weekly leave days, which may be taken either before or after the five (5) day duty period, at the option of the officer. No more than six (6) elected representatives shall be entitled to the provisions of this section at any one time.

Section 2. Duly elected officers of Lodge, whenever possible, shall be excused with pay to attend the regular monthly or any special meeting of the Lodge, when the meeting falls during the Lodge officer's regular shift.

Section 3. The FOP will give the City thirty (30) days advance notice of using the within leave unless it is impossible to do so.

ARTICLE XXV - PUBLIC RELATIONS AND TRAINING

Section 1. If an employee is requested by the Department of Police to engage in any public relations or public speaking activities on his own time (e.g. when not on duty), said employee shall be granted compensatory time off, or pay, at his option, equal to the amount of time involved in the activity, or two (2) hours, whichever is the greater.

Section 2. If an employee is required to attend any school, course of instruction or training session on his time off (e.g. not his regularly scheduled shift), the employee shall be granted compensatory time off, or pay, at his option, in an amount equal to the time involved in the training activities or two (2) hours, whichever is the greater.

Section 3. Any employee who attends any public relations or speaking activity, or any compulsory school, course of instruction or training session, as set forth above, which shall be at a location outside the City of Reading, shall be paid mileage, computed from the employee's duty station to the location of said activity and return, if a privately owned vehicle is used. However, this Section is not intended to entitle an employee to mileage compensation for use of his vehicle to travel to the firing range, K-9 kennels, horse stables or other similar Department of Police facilities near the City, to which an employee is routinely assigned for training or as part of his work assignment.

ARTICLE XXVI - MILITARY LEAVE

Section 1. Any employee who is a member of any reserve component of the armed forces shall be granted leave of absence without loss of pay, not exceeding twenty-four (24) days in any year during which he shall be engaged in active duty for training or other services of the United States or in field training ordered by his commanding officer or other competent military authority.

Section 2. If an employee is recalled to extended active duty, there shall be no break in seniority, for any purpose during the term of the active military duty.

ARTICLE XXVII - SUSPENSIONS AND DISCHARGE

Section 1. Effective January 1, 2005, all police officers hired after that date shall have a probationary period of eighteen (18) months, which will include the first six months of their promotion to the position of Police Officer I. Any such probationary trainee or Police Officer I (during the first six (6) months of Police Officer I status only) may be terminated by the Department, and the termination of such employee shall not be subject to any just cause or other standard for discharge and the termination of such employee shall not be subject to the grievance and arbitration provisions of the collective bargaining agreement.

New police officer hires that have received their required certification (Act 120 or other similar training accepted by the City of Reading) and have been released from the academy shall only have a probationary period for 12 months starting the day of their initial FTO assignment. New hires that do not have their required certification (Act 120 or other similar training accepted by the City of Reading) shall be on probation for the full 18 month period, starting from their date of hire.

Section 2. Before any officer is suspended or discharged, he shall be provided with an explanation of the allegations against him and be given an opportunity to respond to them in a pre-disciplinary conference to be conducted by the Chief of Police or his designee. The officer shall have the right to be accompanied at the pre-disciplinary conference by a representative of the FOP. The Chief or his designee shall give advance notice of the conference to the FOP.

Section 3. Following the conclusion of the pre-disciplinary conference, and the completion of his investigation, the Chief of Police, or his designee, shall forward his recommendation with regard to any suspension or discharge to the Mayor. The officer and the FOP shall receive a copy of the recommendation.

Section 4. Following the Chief's recommendation to the Mayor, the officer shall have an opportunity to request a hearing before the Mayor, in cases of suspensions of less than 10 days, or City Council, in cases involving suspension of more than 10 days or discharge. The hearing shall be promptly scheduled before the Mayor or City Council, as the case may be, and a decision shall be rendered within 10 days of the close of the hearing. The officer may be represented at the hearing by counsel or by a representative of the FOP.

Section 5. The officer may appeal the Mayor's or Council's decision to step 3 of the grievance procedure in Article VI, or file an appeal in the Court of Common Pleas consistent with the provisions of the Third Class City Code and the Local Agency Law. The officer must elect his remedy, however, and shall not be permitted to pursue an appeal both in the grievance procedure and under the provisions of the Third Class City Code and the Local Agency Law. If the officer appeals the matter to the grievance procedure, it shall constitute an express waiver of his right to appeal the suspension or discharge to the Common Pleas Court under the Third Class City Code and the Local Agency Law. If the officer files his appeal in the Common Pleas Court under the applicable provisions of the Third Class City Code and the Local Agency Law, it shall constitute an express waiver of his right to have the matter heard in grievance arbitration.

ARTICLE XXVIII - RESPONSIBILITY; VEHICLES AND EQUIPMENT

Section 1. A committee of officers of the Department of Police will be formed to determine if an employee has committed gross negligence or willful and wanton misconduct which has resulted in damage to or loss of a motor vehicle for which the employee is responsible. Disciplinary action may be taken against the employee only after a report and recommendation is prepared and submitted by the committee, in which the committee determines that either gross negligence or willful or wanton misconduct is chargeable to the employee. In the event of loss or damage to issued equipment, other than vehicles, the committee must make its report and recommendation before any disciplinary action is taken against the employee responsible for the equipment.

Section 2. Said committee shall consist of three officers with one selected by the Lodge, the second selected by the Chief of Police and the third to be selected by the first two officers.

Section 3. Said committee shall conduct its investigation, interview witnesses and issue its recommendation as soon as practicable, it being the intent of the parties that the report be filed within thirty days, unless delayed for reasonable cause.

Section 4. The recommendation of said committee shall not be binding on either the employee or the City, and any disciplinary action or suspension shall be subject to review in accordance with the Grievance procedure, the Civil Service provisions of the Third Class City Code or the Local Agency Law, whichever is applicable.

ARTICLE XXIX - SAFETY

Section 1. When any equipment has a body, mechanical or other defect which makes it unsafe to operate, the assigned employee has the obligation to report the defect to his supervisor. No employee shall be required to operate said equipment until the defect has been properly corrected. This does not include the usage of the equipment required for the repair process.

Section 2. If an employee refuses to use or operate equipment that the employee can show to be unsafe, no threats or other actions shall be made against the employee for refusing to operate the equipment.

Section 3. The foregoing provisions shall also apply to necessary equipment on City-owned animals; e.g. reflective leg wraps for horses, if used during periods of darkness.

ARTICLE XXX - HIGHER RANK DUTY

Section 1. Whenever an employee is directed to assume duties and responsibilities in a position in a higher rated classification for a period of more than five days in any calendar quarter, the employee shall be compensated at the higher rate of pay for all work in the higher rated classification.

Section 2. There shall be no disciplinary action taken against any employee who declines to perform temporary service in a higher rated classification, unless he is ordered to assume the position under exigent circumstances.

Section 3. Effective 1/1/07, remove the current Field Training Officer (FTO) pay. In its' place substitute Sergeant's pay while training. Court time shall be included while the individual is serving in the FTO capacity. Current full-time FTO's receive the full-time benefits are grandfathered in. FTO's will receive Sergeant's pay while in a training capacity and will not include positions where the primary duty is training.

ARTICLE XXXI - INDEMNIFICATION

Section 1. If an action is commenced, or threatened, against an employee for conduct which falls within the purview of the Political Subdivision Tort Claims Act, Act of November 26, 1978, P.L. 1399, No. 330 (53 P.S. 5311.101 et seq.), the City shall promptly, diligently and effectively provide to said employee all the protections intended to be conferred by said Act.

Section 2. In the event that said Act is held to be unconstitutional, the parties agree to re-open this Agreement for the limited purpose of negotiating the protection from legal action to be afforded employees in lieu of the Act, if it is held to be unconstitutional in any material respect.

Section 3. The City and the Lodge shall within six (6) months from the date hereof, negotiate and execute a separate memorandum of understanding relating to the indemnification of employees for legal actions against employees which may not fall within the provision of the Act; for example, defamation, false arrest, false imprisonment, civil rights violations, criminal charges, etc.

Section 4. Whenever a civil rights lawsuit is served on the City (regardless of whether it is proper service on the individual officers), the matter shall be reported to the City's insurance carrier for assignment of counsel. The City will not handle litigation of these cases in-house. The City no longer distinguishes between cases brought by private counsel or unrepresented plaintiffs. Once counsel is assigned, that attorney has a full ethical duty to zealously represent his/her client(s).

ARTICLE XXXII - RESIDENCY

Section 1. There shall be no requirement for any employee to reside within the City of Reading.

Section 2. All employees shall reside within Berks County, or if outside Berks County, within a twenty-five (25) mile radius of City Hall.

ARTICLE XXXIII - AUXILIARY POLICE

Section 1. Auxiliary Police shall wear a uniform separate and distinct from the regular employees of the Department of Police.

Section 2. Auxiliary Police shall be utilized only in strict compliance with provisions of Act of January 14, 1952, P.L. (1951) 2016 (53 P.S. 731-737).

ARTICLE XXIV - MISCELLANEOUS PROVISIONS

Section 1. Employees shall be accorded the basic right of privacy in their personal belongings and lockers. No indiscriminate search of personal belongings or lockers shall be conducted. Any search of an employee's personal belongings or locker shall be conducted in the presence of the employee's immediate superior and the employee shall be notified of the search no later than the end of the shift, if the employee is on duty, or if not on duty, at the commencement of his next shift of duty.

Section 2. No technograph or monitoring device such as a tape recorder shall be installed in any police vehicle, upon the body of any person, or in any of the offices of the Department of Police without the knowledge of the individuals who are to be monitored. Provided however, that such a device upon the person of another employee, without the knowledge of the employee being monitored, will not be considered a violation of this section if the person begin monitored is the subject of an investigation of specific, suspected criminal acts and an Order of Court is first obtained allowing the use of said device in accordance with the Pennsylvania Wiretapping and Electronic Surveillance Control Act (Act of October 4, 1978, P.L. 831, No. 164; 18 Pa. C.S.A. 5701 et seq.)

Section 3. If an employee is required to submit to a polygraph examination, the employee may obtain a second examination, at his expense, which shall be considered by the City, along with the first examination.

ARTICLE XXV – RETIREE FIREARM QUALIFICATIONS

The City shall utilize its' Police Firearms Range and Firearms Instructors to qualify FOP retirees to continue carrying a firearm in retirement. The city will continue to provide retiree identification and include firearms qualification card. The qualification will meet Commonwealth of Pennsylvania and MPOPEC standards for Retired Law Enforcement concealed carry of a firearm, Under PA Title 37, subpart b, Chapter 221. The City shall offer this qualification on a yearly basis. Retirees will be charged a fee and must provide their own firearms and ammunition for qualification.

ARTICLE XXVI – PATROL CHANGE TO 12-HOUR SHIFTS

Pending the outcome of the DCED police management study the Lodge requests the bargaining agreement be subject to additional bargaining if said change to 12-hour shifts occurs.

IN WHEREOF, the parties have caused this Agreement to be duly executed the _____ day of _____.

FRATERNAL ORDER OF POLICE
LODGE #9

CITY OF READING

PRESIDENT

MAYOR

Attest:

Recording Secretary

City Clerk

APPENDIX "A" – POLICE SALARIES

Effective January 1, 2020, the annual salaries for the members of the bargaining unit shall be:

	2020 4.5%	2020 Semi-monthly	2020 Hourly Rate
Captain	\$95,036.52	\$3,959.85	\$45.69
Lieutenant	\$83,769.80	\$3,490.41	\$40.27
Sergeant	\$79,436.00	\$3,309.83	\$38.19
Criminal Investigator	\$76,755.70	\$3,198.15	\$36.90
Police Officer/FTO	\$74,015.72	\$3,083.99	\$35.58
Police Officer V	\$72,307.81	\$3,012.83	\$34.76
Police Officer IV	\$68,692.82	\$2,862.20	\$33.03
Police Officer III	\$66,523.61	\$2,771.82	\$31.98
Police Officer II	\$61,462.08	\$2,560.92	\$29.55
Police Officer I	\$56,399.72	\$2,349.99	\$27.12
Police Trainee	\$50,615.63	\$2,108.98	\$24.33

APPENDIX "A" – POLICE SALARIES

Effective January 1, 2021, the annual salaries for the members of the bargaining unit shall be:

	2021 4.5%	2021 Semi - Monthly	2021 Hourly Rate
Captain	\$ 99,313.16	\$ 4,138.05	\$ 47.75
LT	\$ 87,539.44	\$ 3,647.48	\$ 42.09
SGT	\$ 83,010.62	\$ 3,458.78	\$ 39.91
Criminal Investigator	\$ 80,209.71	\$ 3,342.07	\$ 38.56
Police FTO	\$ 77,346.43	\$ 3,222.77	\$ 37.19
Police V	\$ 75,561.67	\$ 3,148.40	\$ 36.33
Police IV	\$ 71,784.00	\$ 2,991.00	\$ 34.51
Police III	\$ 69,517.17	\$ 2,896.55	\$ 33.42
Police II	\$ 64,227.87	\$ 2,676.16	\$ 30.88
Police I	\$ 58,937.71	\$ 2,455.74	\$ 28.34
Police Trainee	\$ 52,893.34	\$ 2,203.89	\$ 25.43

APPENDIX "A" – POLICE SALARIES

Effective January 1, 2022, the annual salaries for the members of the bargaining unit shall be:

	2022 4.5%	2022 Semi – Monthly	2022 Hourly Rate
Captain	\$ 103,782.25	\$ 4,324.26	\$ 49.90
LT	\$ 91,478.72	\$ 3,811.61	\$ 43.98
SGT	\$ 86,746.10	\$ 3,614.42	\$ 41.70
Criminal Investigator	\$ 83,819.14	\$ 3,492.46	\$ 40.30
Police FTO	\$ 80,827.01	\$ 3,367.79	\$ 38.86
Police V	\$ 78,961.94	\$ 3,290.08	\$ 37.96
Police IV	\$ 75,014.27	\$ 3,125.59	\$ 36.06
Police III	\$ 72,645.44	\$ 3,026.89	\$ 34.93
Police II	\$ 67,118.12	\$ 2,796.59	\$ 32.27
Police I	\$ 61,589.91	\$ 2,566.25	\$ 29.61
Police Trainee	\$ 55,273.54	\$ 2,303.06	\$ 26.57