

COLLECTIVELY BARGAINED AGREEMENT
BETWEEN
THE CITY OF ALTOONA, PENNSYLVANIA
AND
THE ALTOONA CITY POLICE DEPARTMENT

JANUARY 1, 2017 THROUGH DECEMBER 31, 2021

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AGREEMENT

EXECUTED this 17TH day of JULY, 2017, by and between the **CITY OF ALTOONA**, a political subdivision of the Commonwealth of Pennsylvania, being a third class City of Blair County, Pennsylvania (hereinafter called "City"), and **THE ALTOONA CITY POLICE DEPARTMENT**, (hereinafter called "Police Department").

WHEREAS, policemen employed by a political subdivision of the Commonwealth of Pennsylvania have the right to bargain collectively with their public employer concerning the terms and conditions of their employment in accordance with the provisions of the Act of June 24, 1968; and

WHEREAS, as the result of collective bargaining the parties have reached an accord concerning the terms and conditions of their employment for the five (5) year period commencing on January 1, 2017; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto intending legally to be bound hereby, agree as follows:

ARTICLE I – RECOGNITION

The CITY hereby recognizes and acknowledges the Fraternal Order of Police, Mountain City Lodge No. 8 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all members of the Altoona Police Department defined herein or legally determined to be the Unit Members.

ARTICLE II – MANAGEMENT RIGHTS

1) The management and direction of the police force including the right to hire, suspend, discharge for proper cause, reduce or increase the number of policemen and/or officers, designation of the area to be policed, discipline for cause, equipment requirements, and all other similar matters relating to the police force shall be and remain the power and responsibility of the City. Except as modified by this Agreement, all laws, ordinances, and regulations, now in effect or hereafter adopted, relating to policemen shall be deemed to be effect. All rules, regulations, and practices relating to the internal management of the police force, presently or hereinafter in effect, shall be enforced by the Chief of Police and its designated officers.

2) The City agrees that it cannot and will not hire any part-time employees to perform services normally associated with the duties of Unit Members.

ARTICLE III – NO DISCRIMINATION

The parties hereto agree not to discriminate against any employee on the basis of race, creed, color, religion, national origin, political affiliation, union membership or sex.

ARTICLE IV - DEFINITIONS

1) Unit Member – All full-time Police Officers, including but not limited to lieutenants, sergeants, corporals and patrolmen employed in the Altoona Police Department (hereinafter referred to either as “Unit Member” or “Policemen”). The Chief of Police and Deputy Chief of Police are not a Unit Member.

2) Work Day – is eight (8) continuous hours in a twenty-four (24) hour period.

3) Work Week – is five (5) continuous days in a seven (7) day period preceded by and followed by two (2) continuous relief days.

4) Annual Salary – shall be defined as base wages, longevity payments, overtime earned up to \$7,500 dollars per year as per this agreement, and any payment received for special relief days.

5) Probationary Period – All initial appointments to positions in the Altoona Police Department shall be for a probationary period of at least one (1) year, and not to exceed eighteen (18) months. The Chief of Police shall investigate the adjustment, performance, and the general acceptability of each probationer to determine whether such probationer is fully qualified for permanent appointment. The Chief of Police shall make the final decision to retain or reject the probationer and will notify the probationer, in writing of that decision.

ARTICLE V – MONETARY COMPENSATIONS

1) Wages

A. The wage rates in effect from January 1, 2017 through December 31, 2021 are as follows:

| <u>Effective 1/1/17</u> | <u>Annual</u> | <u>Hourly</u> |
|----------------------------|---------------|---------------|
| Base rate, full Patrolman: | \$56,454.57 | \$27.14 |
| Corporal: | \$59,334.81 | \$28.53 |
| Sergeant: | \$61,094.48 | \$29.37 |
| Lieutenant: | \$66,967.32 | \$32.20 |

| Effective 1/1/18 | <u>Annual</u> | <u>Hourly</u> |
|----------------------------|---------------|---------------|
| Base rate, full Patrolman: | \$57,431.24 | \$27.61 |
| Corporal: | \$60,361.30 | \$29.02 |
| Sergeant: | \$62,151.41 | \$29.88 |
| Lieutenant: | \$68,125.86 | \$32.75 |

| Effective 1/1/19 | <u>Annual</u> | <u>Hourly</u> |
|----------------------------|---------------|---------------|
| Base rate, full Patrolman: | \$58,350.14 | \$28.05 |
| Corporal: | \$61,327.08 | \$29.48 |
| Sergeant: | \$63,145.83 | \$30.36 |
| Lieutenant: | \$69,215.87 | \$33.28 |

| Effective 1/1/20 | <u>Annual</u> | <u>Hourly</u> |
|----------------------------|---------------|---------------|
| Base rate, full Patrolman: | \$59,272.07 | \$28.50 |
| Corporal: | \$62,296.05 | \$29.95 |
| Sergeant: | \$64,143.54 | \$30.84 |
| Lieutenant: | \$70,309.48 | \$33.80 |

| Effective 1/1/21 | <u>Annual</u> | <u>Hourly</u> |
|----------------------------|---------------|---------------|
| Base rate, full Patrolman: | \$60,178.93 | \$28.93 |
| Corporal: | \$63,249.18 | \$30.41 |
| Sergeant: | \$65,124.93 | \$31.31 |
| Lieutenant: | \$71,385.22 | \$34.32 |

The wages for a new hire shall continue to be calculated as a percentage of the base wage of a full patrol officer as set forth below.

B. All newly hired officers with the Altoona Police Department who are required to attend the police academy will be compensated at 60% of the current wage rate of current top patrolmen for the duration of their time attending the police academy. Upon completion of the police academy and field training program, the newly hired officer will be paid according to the following schedule:

The base wage for a Unit Member hired after the date of execution of this Agreement who is classified as a starting patrolman shall, in each calendar year, be calculated at the rate of seventy-five (75%) percent of the base rate for full patrolman; a second year patrolman base wage rate shall be calculated as eight (80%) percent of that received by a full patrolman in the year that he becomes a second year patrolman; a third year patrolman's base wage shall be eighty-five (85%) percent of that received by a full patrolman in the year that he becomes a third year patrolman; a fourth year patrolman's base wage shall be ninety (90) percent of that received by a full patrolman in the year that he becomes a fourth year patrolman, and a fifth year patrolman shall be one-hundred (100) percent of that received by a full patrolman in the year that he becomes a fifth year patrolman. Each incremental increase shall occur on the anniversary date of the Unit Member's employment with the City of Altoona. After attaining full patrolman status, any salary increase shall become effective on January 1st of the given year.

All employees hired on or after January 1, 2008 will sign a three year commitment contract with the City of Altoona to reflect the three year length of the bargaining agreement. Terms of commitment for newly hired employees will be renegotiated at the expiration of the current bargaining agreement.

Reimbursement to the City will be for the total cost of the initial issue of clothing and equipment, plus \$1,000 toward the total cost of the field training. Reimbursement to the City of Altoona by newly hired employees who fail to comply with the three (3) year commitment contract will be as follows:

100% if employee leaves within the first year of employment.

85% if employee leaves within the second year of employment.

75% if employee leaves within the third year of employment.

Note: an exception to reimbursement by the employee to the City would be granted as the consequence of a catastrophic event. A panel consisting of Union and City members will determine if individual circumstances merit such an exception.

C. When a Unit Member is temporarily assigned to perform the duties normally performed by an officer in a higher rank, he shall be paid the base rate of the next higher grade above his own and the longevity pay of his regular grade for all hours worked.

D. When a Unit Member is promoted to a higher rank he shall be compensated at the salary level of that higher rank from the first day of service even though he may be serving during a probationary period.

E. Unit Members designated as Field Training Officers shall receive twenty-five (\$.25) cents per hour during the time spent performing the duties of a training officer in addition to all other wage benefits.

F. Tour Commanders shall be paid \$600.00 above and beyond the base pay plus other financial incentives. Effective January 1, 2006, Tour Commanders shall be paid \$750 above and beyond the base pay plus other financial incentives.

2) Overtime

A. The City shall pay one and one-half (1 1/2) times the base salary including any increments for longevity, night differential or other base pay additions for all hours required in excess of eight (8) hours per day or forty (40) hours per week, excepting however, those functions for which the Unit Member is entitled to double time under the provisions of subsection 5 of this Article. The calculation of hours for purposes of determining overtime eligibility shall include only hours actually worked, paid vacation leave, paid holidays, paid personal leave, paid bereavement leave, and paid jury duty. No other time shall be included for purposes of determining overtime eligibility. (For example, sick leave and compensatory time will not be included in the calculation of hours for determining overtime eligibility.)

Note: Nothing in this Section shall preclude an officer from receiving pay at the overtime rate for reimbursable work performed for a third party (for example, drug task force work) where that payment does not have an economic impact on the City).

B. Employees shall have the right to elect and utilize compensatory time in lieu of overtime in accordance with departmental policy. An employee shall be permitted to accumulate no more than 80 hours of compensatory time. Once an employee has accumulated the maximum hours of compensatory time, they must be paid for any overtime hours worked. For employees who had, as of December 31, 2016, more than 80 hours of accumulated compensatory time, compliance with the 80 hour limit shall be permitted to occur over a period of time as follows:

Employees will be required to draw down their compensatory time bank to 80 hours. Employees with less than 300 hours in their compensatory time bank as of the first day of the year must draw down their compensatory time bank by 60 hours that calendar year. Employees with between 300 to 400 hours in their compensatory time bank as of the first day of the year must draw down their compensatory time bank by 80 hours that calendar year. Employees with over 400 hours in their compensatory time bank as of the first day of the year must draw down their compensatory time bank by 100 hours that calendar year. No employee will be allowed to accumulate additional compensatory time until the employee's compensatory time bank is below 80 hours. Any hours over the amounts permitted by this section as of December 31 in any calendar year shall be paid out by the City so that the required draw down of hours is completed by the end of each year.

3) Longevity

A. Unit Members employed prior to the date of execution of this Agreement shall receive a longevity pay increment according to the following schedule:

Two and one-half percent (2 1/2%) of base pay per year in the sixth (6th) through tenth (10th) years of service; four and one-half percent (4 1/2%) of base pay per year in the eleventh (11th) through fifteenth (15th) years of service; six and one-half percent (6 1/2%) of base pay per year in the sixteenth (16th) through twentieth (20th) years of service; eight and one-half percent (8 1/2%) of base pay per year in the twenty-first (21st) through twenty-fifth (25th) year of service; and ten and one-half (10 1/2%) of base pay per year in the twenty-sixth (26th) year and all subsequent years of service.

B. Unit Members employed by the City on or after the execution of this Agreement shall receive a longevity pay increment according to the following schedule:

Two and one-half percent (2 1/2%) of base pay per year in the sixth (6th) through tenth (10th) years of service; four and one-half percent (4 1/2%) of base pay per year in the eleventh (11th) through fifteenth (15th) years of services; six and one-half percent (6 1/2%) of base pay per year in the sixteenth (16th) through twentieth (20th) years of service; eight and one-half percent (8 1/2%) of base pay per year in the twenty-first (21st) and all subsequent years of service.

4) Court Time

A. Any officer required to be in attendance in the Court of Common Pleas, magisterial or coroner's hearing during non-duty hours, shall receive compensation for those non-duty hours at double his hourly rate, or in the alternative, compensatory time off, at the officer's sole discretion. For this purpose the officer's hourly rate shall be determined by dividing the base salary including any increments for longevity, night differential or other base pay additions by 2,080 hours. Effective January 1, 2006, any officer required in attendance in the Court of Common Pleas, magisterial or coroner's hearing during non-duty hours shall receive compensation for those non-duty hours at time and one-half of the officer's hourly rate with a minimum guarantee of two (2) hours compensation.

B. In the event that any officer shall receive notice to appear before the aforementioned courts or hearing boards on a day which would fall within a scheduled vacation period and that notice is received by the officer prior to the beginning of the subject vacation period, the officer shall, at his discretion, be permitted to reschedule his vacation in its entirety.

C. In an effort to minimize the time spent in Court and to maximize the efficiency of the department, the City agrees that it shall assign a full time liaison officer whose duties shall include the coordinating of officer's court appearance such that will minimize the time that it is required by the officers to be spent as Court time.

5) Stand-by Pay

The City shall compensate officers on stand-by duty time at one-quarter (1/4) pay for stand-by time. Stand-by time shall be defined as "the placing of an officer on alert for active street duty necessitated by a compelling crime preventative or enforcement situation." The period of stand-by time shall commence at such time the officer receives notice from an appropriate superior officer of the alert and shall not terminate until such time as he receives a countermanding order from an appropriate superior officer.

6) Night Differential

A unit member scheduled to work any hours between 4:00 p.m. and 12:00 a.m. shall receive in addition to his base pay, a night differential in an amount equal to two and one-half (2.5%) percent of his hourly wages, the same being for this purpose his base yearly wage plus any longevity increments divided by 2080 hours. A unit member scheduled to work any hours between 12:00 a.m. and 8:00 a.m. shall receive in addition to his base pay, a night differential in

an amount equal to five (5%) percent of his hourly wages, the same being for this purpose his base yearly wage plus any longevity increments divided by 2080 hours.

7) Educational Recognition

A. All Unit Members attaining at least sixty (60) college credits shall be paid an educational differential of Two Hundred (\$200.00) Dollars and those Unit Members attaining at least one hundred twenty (120) college credits shall receive an educational differential of Four Hundred Fifty (\$450.00) Dollars as long as the college credits earned are in subjects related to law enforcement and the policeman has maintained a minimum of a “C” average. Unit Members shall be entitled to the educational differential regardless of when the credits shall have been earned.

B. The City shall establish annually a \$10,000 education reimbursement fund. Unit members who successfully complete a higher education course related to their law enforcement duties while on the active duty roster of the Altoona Police Department shall be eligible for reimbursement from this fund for sums expended for tuition and books for this course. Reimbursement shall be made in December and, in the event there are claims for benefits exceeding the maximum annual allocation of \$10,000 unit members shall be eligible for a pro-rata reimbursement based upon the cost of the tuition and books. In no event shall the City be required to pay more than \$10,000 annual for educational reimbursement. Any amount not utilized for educational reimbursement in the year allocated shall not carry over, but shall instead be available for use by the City in its discretion.

ARTICLE VI – HEALTH BENEFITS

1. Health Insurance

Effective January 1, 2017, the base plan of insurance shall be a Highmark Qualified High Deductible PPO Insurance Plan (a summary of benefits for the plan is attached hereto)¹. Each eligible employee shall establish a Health Savings Account (HSA) in conjunction with the Qualified High Deductible Plan whereby the deductible amounts shall be \$1,500.00 for individual coverage and \$3,000.00 for family coverage where family coverage shall be defined as coverage that includes any category other than individual coverage. The City shall pay \$850.00 of the health insurance deductible annually for individual coverage and \$1,700.00

¹ The current provider allows for employees to choose a comparable plan with the UPMC network and employees shall continue to be eligible to select either the base plan or the UPMC plan so long as the option is available and the employee pays the additional cost, if any, for the UPMC plan.

annually for family coverage. Any Unit Member who is ineligible to contribute to a Health Savings Account in any year of this agreement shall receive the City's contribution for the year paid in a separate check in January of each year of ineligibility.

The City of Altoona maintains the ability to change plans or carriers provided equivalent coverage can be obtained. Equivalent in this context shall not mean exactly the same, but rather shall mean a plan when, considered as a whole, offers benefits that are comparable to the plan in effect. Any proposed change from the current carrier will require the City to meet, discuss, and agree on said change with the F.O.P. Wage Committee. Unit Members may waive the health insurance provided herein, in its entirety, under the following procedures:

A. The waiver shall be made in writing on a form provided by the City and shall be effective as of the first day of the month next following the City's receipt of such waiver.

B. Provided that written notice of at least thirty days is first given, the bargaining Unit Member shall be permitted to revoke said waiver without limitation as of January 1 and July 1 of each year. However, notwithstanding said limitations, the members shall be permitted to revoke such waiver as of the first day of the month next following a lifestyle change. A lifestyle change shall be defined as marriage, divorce, birth or adoption of a child, death of a spouse or qualifying dependent, or starting or ending of a spouse's employment.

2. Dental Coverage

As of January 1, 2014, and subject to change as set forth in Section 7 below, the City shall maintain and pay for the United Concordia full dental program currently in effect for Unit Members and their dependents, the same of which shall include the basic supplemental basic, prosthetics, periodontics and orthodontics.

3. Prescription Drugs

Prescription drug coverage is provided as a component of the Highmark Qualified High Deductible Health Insurance Plan

4. Vision Care

As of January 1, 2014, and subject to change as set forth in Section 7 below, the City shall maintain and pay for the Vision Care coverage in effect for Unit Members and their dependents, which is currently the same vision coverage offered to the city firefighters.

5. Health Care Coverage for Widows and Children

The widow and dependent children of a Unit Member who dies from illness or injury received in the line of duty shall be eligible to participate in the same health care benefits as may be provided to current employees in the bargaining unit, which shall change from time to time. Such benefits shall remain in effect under the terms of the policy as if the member were alive.

6. Health Care Premium Co-Payments

a. Effective January 1, 2014, all bargaining unit employees must pay a monthly premium co-payment to maintain health, dental, and vision insurance coverage at the following minimum amounts: seventy-five (\$75.00) dollars per month for individual coverage; one hundred thirty (\$130.00) dollars per month for parent and child(ren) coverage; one hundred forty (\$140.00) dollars per month for husband and wife coverage; and one hundred sixty (\$160.00) dollars per month for family coverage. In addition, employees shall share in the increased costs in the monthly contributions, to include any increases that are to become effective on or after January 2015, as follows: (1) the City's increase in its share of the cost of monthly contributions shall be limited to five (5%) percent per year (that is, the City shall be limited to paying a maximum of one hundred five (105%) percent of the total amount the City paid for health, dental, and vision coverage during the prior plan year; (2) employees shall pay any increase in costs of monthly contributions over the five (5%) percent increase up to ten (10%) percent; and (3) the City and Employees shall split equally any increases in the costs of monthly contributions over ten (10%) percent per year. In calculating the five (5%) percent and ten (10%) percent increases, the percentages shall be based on the total amount which would be paid by the City and shall not include required employee contributions. The parties are free to meet in an effort to negotiate changes to the carrier, plan, and/or plan design to reduce the amount of any increase in City health insurance costs with the understanding that the formula set forth above will be applicable in determining the sharing of any costs over the prior year. The annual percentage increases shall be calculated as follows:

- The percentage increase for the upcoming year shall be based on the monthly premiums for the current year;
- The percentage increase shall be based on the portion of the monthly premiums required to be paid by the Employer, and shall not include the portion of the premiums paid by the employees;

- The percentage increase shall be computed using the same census of bargaining unit employees enrolled in each tier (single, employee and dependents) as of September 1 of the current year (or any other date mutually agreed by the parties);
- The actual number of bargaining unit employees enrolled in each tier shall be multiplied by the monthly premium rates for the current year (not including the employee contributions), and then added to compute the total monthly premiums paid by the Employer;

The actual number of bargaining unit employees enrolled in each tier shall be multiplied by the proposed monthly premium rates for the upcoming year (not including the full required employee contributions before offsets for other cost reductions), and then added to compute the total monthly premiums. If the premium increase effective January 1 of the upcoming year is greater than the five percent (5%), as computed above, then the Employer and the Union shall meet and negotiate changes to the overall plan, such as changes in carrier, deductibles, and co-pays in order to contain the increase in cost to the five percent (5%) percent maximum. If the parties are able to contain the increase in cost to between five percent (5%) percent and ten percent (10%) percent, then the employees shall pay up to the additional five percent (5%)percent. If the parties are unable to contain the increase in cost to ten percent (10%) percent, then the parties shall split any increase in costs over ten percent (10%) on a 50/50 basis. Any reasonable proposal from the Union which limits the increase will be agreed to by the Employer.

b. In calculating the City's increase in its share of the cost of monthly contributions as required in Paragraph a. above, any costs which must be paid by the City whether as premiums, deductibles, penalties, costs, expenses, taxes, exchanges, or in any other manner, as a result of federal or state statutes and implementing regulations governing health insurance benefits based on the insurance benefits provided by the City and required employee contributions shall be considered a cost to the City in calculating any annual increases. Should such legislation and/or regulations require additional amounts to be paid by the City, the City may recoup such additional amounts and/or avoid the imposition of such additional amounts through either modifications to the health care plan and/or by increased employee contributions such that the City's increase in its share of the cost of monthly contributions is handled consistent with Paragraph a. above. However, if the City receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's excise

tax known as the “Cadillac Tax,” the City will give the union written notice of that fact and the parties will immediately meet to bargain changes in the plan design, plan and/or plan carrier in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the City’s written notice to the union regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of the collective bargaining agreement’s grievance and arbitration procedure. The sole purpose of that expedited arbitration proceeding will be for the arbitrator to modify the plan, plan design and/or plan carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitrator on this issue shall be issued within forty-five (45) calendar days of the City’s written notice that the plan is subject to the “Cadillac Tax.”

c. The parties have mutually agreed to offset net “credits” for certain additional changes in other provisions of this Agreement for 2017. In computing the City’s increased costs from one year to the next, the amount the City will have paid in that year shall be computed as if there were no such offsets or credits in any year. The amounts for the employee contributions used in the calculation for that year shall be the full required employee contributions as if there had been no previous offsets or credits.

d. An employee who waives health insurance coverage shall receive twenty (20%) percent of the savings enjoyed by the City by reason of the waiver. Where both an employee and his/her spouse is employed by the City, each shall receive ten (10%) percent of the savings if each elects individual coverage rather than husband/wife coverage. There shall continue to be no waiver applicable where both a husband and wife are employed by the City and one elects coverage that is applicable to both.

It is the intent of the parties that this opt out arrangement will qualify as an “eligible opt-out arrangement” and that the Affordable Care Act and related regulations will not require opt out payments to be counted as an employee contribution for the purposes of determining whether an offer of coverage is affordable. It is likewise the intent of the parties that opt out payments shall not render the City’s offer of coverage to any employee “unaffordable” as defined by the Affordable Care Act and related regulations. Should the amount of a potential opt out payment to an employee render the City’s offer coverage to that employee or any other employee unaffordable as defined by the Affordable Care Act and related regulations, then the amount of

the opt out payment shall be reduced by the amount necessary to ensure that the City's offer of coverage to that employee or any other employee is affordable.

ARTICLE VII – DISABILITY INSURANCE

The City shall cover each Unit Member with a revised policy of Long Term Disability Insurance providing coverage as set forth in Addendum I attached hereto and incorporated herein as if the same had been set forth at length. The cost of such insurance shall be \$3.25 per pay for each Unit Member.

ARTICLE VIII – SICK LEAVE

1. Beginning January 1, 2014, all Unit Members will earn fifteen (15) sick days per year. These days shall be earned on a pro rata basis monthly and only when the employee works 75% of their scheduled hours that month. (The 75% shall be calculated by including hours actually worked, plus hours paid as vacation leave, compensatory time, personal leave, holidays, jury duty leave and bereavement leave.) Unit Members will be permitted to bank all sick leave annually up to a maximum of two hundred fifty (250) days. At the time of retirement, Unit Members will be compensated at a rate of \$25.00 for each unused sick day in excess of one hundred fifty (150) days. Any Unit Member that has an accumulation of more than two hundred fifty (250) days as of December 31, 2013 shall be entitled to maintain a maximum accumulation of the total number of days accumulated as of December 31, 2013, not to exceed three hundred (300) days.

2. A Unit Member shall be entitled to use up to a maximum of five (5) sick days per year for the purpose of attending to members of the Unit Member's immediate family who are sick. For the purpose of this paragraph "immediate family" shall mean spouse, children, parents or in-laws.

3. Only upon retirement, or disability retirement shall a unit member be eligible to receive payment for fifty percent (50%) of his unused accumulated sick leave. This provision notwithstanding any other limitation to this benefit outlined elsewhere in the collective bargaining agreement.

4. Pay for sick leave shall be payable to the estate of a Unit Member who shall die during his term of service with the Department. The amount thereof shall be calculated and paid in the same manner as if the Unit Member has retired on the date of his death regardless of

whether the officer would have been entitled to retire on that date for service or disability had he lived.

5. Upon retirement, in exchange for 150 sick days, a Unit Member hired before January 1, 2014, who is eligible to receive post-retirement healthcare shall receive the same basic health plan as provided to the City's then current employees under the same terms and conditions applicable to current employees. The eligible retiree shall have the right, for the retiree and his or her spouse, if applicable, to participate in the same health care benefits as may be provided to current employees in the bargaining unit, which shall change from time to time. The City shall pay for a portion of the cost of the retired employee selecting individual coverage, the amount the City pays for individual coverage for the City's current employees which shall change from time to time. The City shall pay for an employee electing employee and spouse coverage, the amount the City pays for employee and spouse coverage for the City's current employees which shall change from time to time. The retired employee shall pay the balance of the cost of coverage. In addition, a Unit Member who elects to receive post-retirement health care and exchanges one hundred fifty (150) sick days will be compensated at a rate of twenty-five (\$25.00) dollars for each unused sick day in excess of one hundred fifty (150) days. The City's obligation to provide post-retirement health care under this Article shall cease upon the retiree reaching Medicare eligibility. Upon retirement, a Unit Member may elect to take fifty (50%) percent of his accumulated sick leave in cash in accordance with the current contractual provisions in lieu of the exchange of sick days for post-retirement health care and in the case of such election shall not be eligible for post-retirement health care. Unit Members hired on or after January 1, 2014 shall not be eligible for post-retirement health care.

6. In order for a Unit Member to receive value for accumulated sick leave, either in the form of cash or as post-retirement medical insurance benefits, the Unit Member must be in good standing within the Police Department on the date of his retirement or termination of employment. If, on the date of his or her retirement or termination of employment, the Unit Member has been charged with misconduct in an internal investigation or has been charged with a crime by the Commonwealth of Pennsylvania and the misconduct or crime if proven, would provide grounds to discharge of the Unit Member from the Department, the sick leave retirement benefit provided under Section 5. of this Article VIII. shall not be paid until final determination of the charges. If the charges are substantiated, either through proof of a material violation of

departmental rules and regulations which would have permitted the discharge for cause or conviction of a misdemeanor of the third degree or grater crime, the Unit Member's right to post-retirement economic benefits from accumulated sick leave shall be forfeited.

7. Any Unit Member who retires and is eligible to participate in another health plan that is, when considered in its totality, comparable to the health plan available to current employees, shall not be eligible to participate in the City's plan, and shall not receive an opt out or waiver payment but shall be required to participate in that other plan and no opt out shall be available. A retiree shall continue to have the right to request reinstatement to health insurance, if the retiree elects not to receive the medical insurance retirement coverage, or if a retiree who was not eligible for it because of other available health insurance as described in this paragraph later becomes eligible, and the same shall be provided in accordance with the Employment Agreement in effect as of the date of the retiree's request.

8. If a Unit Member is eligible for retirement and has accumulated one hundred and fifty (150) sick days but dies prior to the opportunity to formally request post-retirement health benefits, the widow of the Unit Member shall be eligible for the post-retirement health insurance benefits as if the officer had retired and elected to receive such benefits, at her option, subject to any limitations imposed by the carrier.

9. The option to elect post-retirement medical coverage shall only be available to Unit Members hired before January 1, 2014, who shall have accumulated at least one hundred fifty (150) sick days on the date of his retirement.

A Unit Member who shall have elected the medical coverage may change such election at any time during the six month period following the date of retirement. In the event of a change of election, the Unit Member shall receive the cash sum to which he would have been entitled on the day of retirement less any sums expended by the City for the provision of medical coverage as provided herein. In the event that, at any time prior to retirement, an officer shall have accumulated the one hundred fifty (150) days but shall have then depleted his sick leave prior to retirement due to any extended illness or injury which shall require the officer to be absent from work for a period in excess of thirty (30) days, the officer shall still be eligible to make election to waive payment of his accumulated sick leave and banked leave in exchange for post-retirement medical coverage. The parties will establish a committee with one member of

management and one member appointed by the police to develop rules on applicability of this section to prevent abuse.

ARTICLE IX - HOLIDAYS

1. All Unit Members will be entitled to twelve (12) paid holidays per year, according to the following schedule:

| | |
|-----------------------|---------------------|
| New Year's Day | Labor Day |
| Good Friday | Veteran's Day |
| Easter | Thanksgiving Day |
| Memorial Day | Christmas |
| Flag Day | Employee's Birthday |
| Washington's Birthday | |
| Independence Day | |

2. Should the holiday fall on a Sunday, it will be celebrated on Monday and the employee will be paid for this day as any other holiday, provided that the Commonwealth of Pennsylvania celebrates such holiday on Monday.

3. In the event an employee shall be called to work on a holiday, or any part thereof, they shall be paid, in addition, at his regular rate of pay, for as many hours as he has worked, with a minimum pay guarantee of four (4) hours. In addition, he shall receive an additional day off scheduled at a mutually agreeable time between the officer and his superior. In order to be eligible for the four (4) hour minimum call out pay on holidays, the Unit Member must work a minimum of one (1) hour during the holiday. This provision shall not apply to shift changes occurring at the end of a holiday.

4. In reference to Section 1 hereto, an employee whose relief days fall on days other than the weekend because of an off-schedule work week, will be eligible for the said holidays as other employees who work on a regular or normal work week (i.e., if a holiday falls on a Sunday and employees are eligible for holiday benefits on Monday as written in Section 2, employees whose relief day fall on the day on which other employees are celebrating their holiday will be eligible for holiday benefits on the day following their relief day in the same manner as they would have received such benefits had they been working a regular work day) or be granted a special relief day mutually agreed to by the employee and his superiors.

5. The City agrees to allow each Unit Member, at the Unit Member's sole discretion, to bank any or all Special Relief days and receive the monetary value of these days in compensation provided in a separate payment once the Special Relief Day is earned or, alternatively, in the month of November of each year. This earning type will be subject to the five (5%) percent pension contribution and be counted as part of a Unit Member's salary for the purpose of calculating the Unit Member's pension benefit.

ARTICLE X – VACATIONS

1. Unit Members who were employed prior to January 1, 2000 shall be entitled to vacation in accordance with the following schedule:

After one (1) year of service – Fifteen (15) days

After ten (10) years of service – Twenty (20) days

After fifteen (15) years of service – Twenty-five (25) days

2. Unit Member hired between January 1, 2000 and December 31, 2010 shall receive vacation based upon the following schedule:

After one (1) year of service – Ten (10) days

After five (5) years of service – Fifteen (15) days

After ten (10) years of service – Twenty (20) days

After fifteen years of service – Twenty-Five (25) days

3. Unit Members hired after January 2, 2011 shall receive vacation based on the following schedule:

After one (1) year of service – Ten (10) days

After eleven (11) years of service – Fifteen (15) days

After sixteen (16) years of service – Twenty (20) days

After twenty-one (21) years of service – Twenty-five (25) days

Unit members will have the ability to float all vacation time, but all vacation usage requirements remain in effect and vacation shall be a "use it or lose it" benefit that shall not be carried over from year to year.

4. Seniority shall prevail in the individual selection of said vacation by all patrolmen by shift. Ranking policemen will also be scheduled on the basis of seniority, so long as it does not conflict with the efficient operation of the Police Department.

5. Selection of vacation periods by ranking officers shall provide preference on the basis of the highest rank and proceeding downward to the lowest rank. In any event, the scheduling of vacation by members of the Police Department shall be subject to and at the discretion of the Chief of Police to provide the maximum protection of the citizens of the City.

6. Partial or divided vacation periods shall be granted at the discretion of the top officer of the respective platoon with final approval of the Chief of Police.

7. During any emergency or emergencies that may arise, all vacationing members of the Bureau of Police shall be subject to recall to duty immediately upon announcement of said emergency or emergencies.

8. In the event of death of a member of the Bureau of Police eligible under this agreement, all accrual of unused vacation time to the date of death which may be due the member will be promptly paid into his estate.

9. In no event will vacation benefits carry over from one year to the next.

ARTICLE XI – PERSONAL DAYS

Each Unit Member shall be entitled to four (4) personal days per year. Said days shall be granted upon reasonable notice and with the approval of the commanding officer.

ARTICLE XII -- FAMILY AND MEDICAL LEAVE

FMLA shall be provided in accordance with the policies of the City of Altoona.

ARTICLE XIII – LIFE INSURANCE

The City shall, at its expense, provide each Unit Member with a \$50,000.00 “term” life insurance policy which shall include a double indemnity clause for accidental death.

ARTICLE XIV – CLOTHING, CLOTHING MAINTENANCE AND EQUIPMENT

1. Each Unit Member who has completed one (1) year of service shall receive Seven Hundred Fifty Dollars (\$775.00) for the purpose of replacing or supplementing his uniform or any other items required to be worn or utilized by him in the performance of his duties. This allowance shall be delivered to and administered by the Mountain City Lodge No. 8, the Fraternal Order of Police. One (1) approved flashlight and one (1) pair of boots shall be included in the initial clothing issue to newly hired police officers.

2. If a policeman shall serve more than one (1) year in plain clothes, he shall, if reassigned to uniform duty, receive, in addition to the uniform allowance then in effect, a sum

sufficient to purchase two (20 complete uniforms or such portion thereof as may be necessary.

For the purpose of this paragraph a “complete uniform” shall consist of the following:

- A. Two (2) pair of winter pants.
- B. Two (2) pair of summer pants.
- C. Two (2) winter shirts.
- D. Two (2) summer shirts.
- E. One (1) winter hat.
- F. One (1) summer hat.
- G. One (1) patrol jacket.
- H. Two (2) ties.
- I. One (1) raincoat.
- J. Such leather items not previously supplied to said policeman.

3. Any article of clothing or piece of equipment damaged or lost by an officer during the performance of his duty shall be replaced by the City at its sole expense, unless such damage or loss shall be caused by the Officer’s gross negligence. Any monies expended hereunder shall be in addition to the clothing, clothing maintenance, and equipment allowance and shall not be chargeable thereto.

4. For the purpose of bullet proof vest replacement only, the unused balance of the clothing allowance shall be accumulated from year to year. The City shall issue each Officer a bullet proof vest upon initial employment at the City’s expense. Thereafter, replacement of the bullet proof vest shall be made from the Officer’s accumulated and unused clothing allowance. If the balance of the Officer’s clothing allowance is not sufficient to cover the cost, the City shall make up the difference. The City agrees to replace these vests for the officers as the warranties for the vests expire.

ARTICLE XV – FOP LODGE OFFICIALS

1. The City will allocate a total of twenty (20) days per year to be utilized as paid absence for the purpose of carrying out official duties by and of the following:

- A. FOP Lodge Officials.
- B. FOP Official Lodge Designates.
- C. FOP Wage Committee Members.

2. The allocation of the days in the amount aforesaid, shall be at the sole discretion of the officers of the FOP.

ARTICLE XVI – PROMOTION

Promotions in the police department are governed by amendments to the Third Class City Code and, in particular, the provisions of the Third Class City Code governing civil service in police departments. Future promotions in the police department shall be governed by the Third Class City Code and its provisions applicable to civil service promotions in a Third Class City police department.

ARTICLE XVII – CIVIL AND CRIMINAL SUITS

1. The present policy covering civil liability of officers shall be continued in effect without change.

2. The City will pay all counsel fees and record costs for a Unit Member who is required to defend himself against criminal charges arising out of the performance of his duties, provided however, if the proceeding ends in a judicial determination or plea which recognizes that the officer is guilty of the offense charged, said Unit Member shall not be entitled to the reimbursement provided herein. If the criminal proceeding terminates in a manner which is not a finding of innocence or a finding of guilt, the City may, at its option, challenge the Unit Member's right to reimbursement by initiating an Arbitration in accordance with the provisions of Step 4. of Article XIX, Grievance Procedure. Such challenge must be initiated within thirty (30) days from the date of the termination of the criminal proceeding and if not initiated within that time period, the City shall have been deemed to have assented to its obligation to pay the counsel fees and costs described herein.

3. The Unit Member shall have the sole discretion in the selection of counsel from among members of the Blair County Bar Association. If there is any dispute concerning fees charged by counsel, such dispute shall be settled, with final and binding effect, by the appropriate committee of the Blair County Bar Association.

ARTICLE XVIII – GRIEVANCE PROCEDURE

1. Any grievance which a Unit Member may have concerning his rights under this contract shall be resolved in accordance with the following procedure:

Step 1. The grievance shall first be discussed between the grievant and the company commander. A representative of Mountain City Lodge No. 8, Fraternal Order of Police may be present at this discussion if the grievant desires. If the grievance is not resolved at this step within seven (7) days the grievant may utilize Step 2 hereof.

Step 2. The grievance will be presented in writing to the Chief of Police for his consideration and determination. The Chief shall then meet with a representative of Mountain City Lodge No. 8 to discuss the grievance and attempt to resolve it. If the grievance remains unresolved for fourteen (14) days, the grievant may utilize the procedure of Step 3 hereof.

Step 3. The grievance will be forwarded to the City Manager of Altoona for his consideration and disposition. The City Manager and/or his designated representative shall meet with representatives of Mountain City Lodge No. 8 to discuss the grievance and attempt to resolve it. If the parties are not able to negotiate a satisfactory solution of the grievance within thirty (30) days of it being brought to Step 3, either party may file for binding arbitration in accordance with Step 4.

Step 4. If direct negotiations on the grievance fail to result in a satisfactory settlement, either party may file for binding arbitration by submitting a request to the American Arbitration Association and filing a notice of the request with the City Clerk and the Mountain City Lodge No. 8. The parties shall follow the procedures of the American Arbitration Association in selecting a neutral arbitrator to hear the grievance and shall follow the rules of the American Arbitration Association in the course of the arbitration hearings. The arbitrator shall have no powers to add to or subtract from the collective bargaining agreement, but his decisions shall be final and binding. Each party will be responsible for the costs involved in presenting its case before the arbitrator; the cost of the arbitrator and any costs of the hearing shall be shared equally between the parties.

2. Any Unit Member who is the subject of disciplinary action which is not of a nature which would permit an appeal and ultimate review by the Court of Common Pleas of Blair County, Pennsylvania shall have the right to challenge the discipline received utilizing the arbitration procedures set forth in Section 1. of this Article XIX.

ARTICLE XIX – DUES DEDUCTION

The City agrees to deduct regular dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified

to the City by the FOP and the aggregate deductions of all employees shall be remitted together with an itemized statement to the FOP not later than ten (10) days after said deductions are made.

ARTICLE XX – WAIVER OF RESIDENCY REQUIREMENT

Unit Members shall not be required to live in the City but shall be required to have no more than a forty-five (45) minute response time from their residence.

ARTICLE XXI – TEMPORARY DISABILITY

1. If a Unit Member is receiving full benefits under the Pennsylvania Heart and Lung Act by virtue of the fact that he or she is temporarily fully disabled, the Unit Member shall not be permitted to work at any other employment during the hours which, absent his or her qualifying injury or illness, the Unit Member would have been scheduled for duty in the Police Department.

2. The City may, at its option, establish a light duty job that can be filled by Unit Members who are receiving heart and lung disability benefits. If a light duty position is available for a Unit Member who is temporarily fully disabled, the City shall provide the Unit Member with a written description of the light duty job functions and the physician currently treating the Unit Member shall determine if that Member can fulfill those functions. The determination of the physician is final and not appealable by either party. Such light duty shall be provided in accordance with the regulations set forth in Exhibit "A" attached hereto and incorporated herein by reference.

3. An employee who is eligible for or claiming heart and lung benefits under the Heart and Lung Act shall be required to treat with a health care provider specified on a panel of health care providers identified by mutual agreement between the City and the Union for such purposes for an initial period of ninety (90) days following their injury to be eligible for benefits under the Act. Any employee who is receiving heart and lung benefits will not be permitted to work at other employment.

ARTICLE XXII – ANNUALIZATION OF BENEFITS

Following completion of a Unit Member's first full year of service, any benefit provided to a Unit Member hereunder which is dependent upon length of service shall be effective for the Unit Members on January 1st of the year in which the anniversary date of hire shall entitle him or her to the benefits.

ARTICLE XXII – SEPARABILITY CLAUSE

In the event that any term or provision of this Agreement is found to be inconsistent with existing statutes, the provisions of such statutes shall prevail and if any terms or provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other provisions shall remain in full force and effect.

ARTICLE XXIV – UNLAWFUL BENEFITS

In the event that any of the items provided for in the contract or otherwise provided for as part of the “AS IS” benefits are deemed unenforceable by the City or are declared unlawful, then the total value of the said benefits to the police force will be computed and paid to all members of the Police Department on a per capita basis as part of each officer’s annual salary. In the event of a dispute over the value of any benefit such dispute shall be resolved by a single arbitrator chosen by the American Arbitration Association.

ARTICLE XXV – MAINTENANCE OR BENEFITS

All terms, conditions, and benefits of employment provided to the members of the Police Department prior to December 31, 2013 whether obtained through contract, arbitration award, or custom and usage within the Department, shall remain in full force and effect throughout the term of this Agreement, the same being modified where applicable in accordance with this Agreement.

ARTICLE XXVI – HEADINGS

Any headings preceding the text of the several articles hereof are inserted solely for convenience and shall not constitute a part of this agreement, nor shall they affect its meaning, construction, or effect.

ARTICLE XXVII – PENSION AND POST RETIREMENT BENEFITS

1. The salary computation utilized to determine pension benefits shall include overtime worked by the individual up to a maximum of \$7,500 per year.
2. Each and every Unit Member who reaches the point of eligibility shall receive the maximum pension service increment allowed by law.
3. A Unit Member’s right to pension benefits shall vest after twelve years of service with a benefit calculated in accordance with the pension plan ordinance.
4. The City agrees that as soon as legally permissible after the execution of this Agreement, it shall pass an ordinance amending the Police Pension Plan to provide that any

officer who has a twenty (20) years of service with the Altoona Police Department shall have the right to retire during the term of this Agreement, regardless of the Unit Member's age upon reaching twenty years of service.

5. The City shall have the right, upon receipt of an actuarial study conducted in accordance with Act 205, to amend the police pension plan to establish a plan that provides, for employees hired on or after January 1, 2014, with base pension benefits that would include no COLA increases; a pension calculation at 50% of base wage; a minimum age requirement of fifty (50) years of age and a minimum service requirement of twenty (20) years of service as permitted by law. The vesting schedule applicable to employees hired before January 1, 2014 and the 100% surviving spouse benefit shall be continued and shall be the lone exceptions to the base Third Class City Code pension benefit available to employees hired on or after January 1, 2014. The parties also agree that any reference to a killed-in-service benefit, if any, shall be eliminated as the benefit is now covered by the Commonwealth of Pennsylvania pursuant to Act 51 of 2009.

ARTICLE XXVIII – REGIONAL POLICE DEPARTMENT

The City shall have the right to enter a regional police department but shall be required to bargain with the Union regarding the impact of that decision.

ARTICLE XXIX – DURATION

Pursuant to the requirements of Act 111, this Agreement shall be binding upon the parties hereto, their successors and assigns from January 1, 2017 to and including December 31, 2021, and thereafter from year to year unless modified by agreement or arbitration under the terms of Act 111.

IN WITNESS WHEREOF, the parties hereto, vested with authority to do so, have hereunto set their hands and seals the day and date first above written.

ATTEST:

CITY OF ALTOONA:

Rinda Ricker Schallhammer
City Clerk

[Signature]
City Manager

Omar Strohm
Personnel Director

ATTEST:

THE ALTOONA CITY POLICE
DEPARTMENT:

[Signature]
Fraternal Order of Police Mountain City
Lodge No. 8

[Signature] (SEAL)
President
Fraternal Order of Police, Mountain City
Lodge No. 8

EXHIBIT "A"
LIGHT DUTY REGULATIONS

- A. This Section shall apply to all injuries or illnesses received by members of the bargaining unit while on duty.
- B. An employee who is temporarily unable to perform, without restriction or limitation, all of the duties and responsibilities of his/her position may be required to perform "light duty" employment responsibilities in strict accordance with the terms of this Section.
- C. As used in this Section, the term "light duty" shall mean the temporary full time or part time employment duties and responsibilities of a lesser degree and/or nature than those historically performed by the temporarily disabled employee, but are only of the nature and scope traditionally performed by fully capable members of the bargaining unit. Such duties shall be performed without requiring the wearing of a uniform, shall be non-confrontational in nature, shall be on the same shift as the firefighter was working at the time of the injury and shall be consistent with the rank of the injured bargaining unit member. Under no circumstances shall "light duty" include, in whole or in part, employment duties other than those historically performed by the bargaining unit, that are demeaning to the disabled employee, that are unnecessary to the operation of the Department or are intended solely for the purpose of providing "make work" tasks that had not been performed by fully capable bargaining unit members in the past.
- D. The determination of whether, and the extent of which (if at all), a disabled employee may perform light duty work shall in the first instance be made in writing by the employee's treating physician. If a difference of opinion on that issue exists between the employee's physician and a physician designated by the City, the employee shall submit to an examination by a third physician, the fee of which shall be paid by the City, agreed upon by the parties who will render an opinion as to whether, and the extent to which (if at all), a disabled employee may perform light duty work within the meaning of this Section. If the parties cannot reach agreement on the identity of the third physician, the treating physician and that designated by the City shall be requested to designate a third physician. The decision of the third physician shall be final and binding on all concerned.
- E. In the event that there should exist more temporarily disabled bargaining unit members than light duty positions available, the light duty position shall first be offered by seniority to the

qualified (as determined by the treating physician) employees. If light duty positions should remain after being thus offered, they may then be assigned to qualified employees by inverse seniority.

F. The City shall identify and describe in writing any proposed light duty position which it proposes to assign to an injured bargaining unit member, including all duties and responsibilities thereof, the hours of work and any other salient characteristics thereof. Any future additions to such position shall be established only by mutual agreement with the Union. Such descriptions shall be the sole reference utilized by a physician in reaching a determination as to the circumstances, if any, that an employee is eligible for assignment to light duty under this Section.

G. An employee who is performing light duty assignments under this Section shall, upon prior notice to the Department, be permitted, without loss of pay or benefits, reasonable time during the work day to attend a medical or rehabilitation appointment.

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

I. An employee shall never be required or permitted to perform light duty where either the nature of the duties or the physical limitations of the disabled employee would in any manner or degree expose either that employee or any other member of the bargaining unit to danger, or threat of the same, of any nature, or where such duties are performed, or the performance of the same, by the disabled employee would violate the contractual rights of any other member of the bargaining unit.

J. Nothing in this Section shall serve to diminish or in any manner waive the affected employee's rights and benefits under any applicable law.

K. Employees who are performing light duty as a result of a disability caused by a Heart & Lung Act injury or illness shall continue for purposes of taxation to be carried as receiving Heart & Lung Act benefits for the duration of the disability, so long as the illness or injury is not "permanent" as defined in that Act.

L. The City shall not be required to continue any employee in a light duty position for longer than six (6) months. It is not the intent of the City to create any permanent light duty positions, but rather to utilize such positions for employees who are temporarily unable to perform their full duties.

ADDENDUM I
CITY OF ALTOONA
LONG-TERM DISABILITY OPTION FOR POLICE

| <u>Current Plan</u> | <u>Current Plan</u> | <u>Option</u> |
|-----------------------------------|----------------------------|--------------------------|
| LTD Income Benefit | 60% | 60% |
| Insured Pre-disability Earnings | \$1,250 | \$3,333 |
| Maximum Monthly Benefit | \$750 | \$2,000 |
| Minimum Monthly Benefit | \$100 | \$100 |
| Benefit Waiting Period | 180 Days | 180 Days |
| Maximum Benefit Period | To Age 65 | To Age 65 |
| Own Occupation Period | 24 Months | 24 Months |
| Evidence of Insurability Required | Yes, for late Applicants | Yes, for late Applicants |
| Employer Contribution | 85% | 85% |

| | <u>Members</u> | <u>Volume</u> | <u>Rate Percent of Earnings</u> | <u>Monthly Cost</u> |
|-----------------------------|-----------------------|----------------------|--|----------------------------|
| Current Cost: | 66 | 82,500 | 0.44 | \$363.00 |
| Cost of Option Plan: | 66 | 219,978 | 0.44 | \$967.90 |