

RESOLUTION No. ____ of 2020

Moved by: _____

A Resolution authorizing the use of a *Limited Agreement For Certain Post-Employment Retirement Benefit Rates* to attract and retain experienced senior management officials for the Harrisburg Bureau of Police.

WHEREAS, the City of Harrisburg is a party to the 2020-2025 Collective Bargaining Agreement with the Fraternal Order of Police Capital City Lodge No. 12, which provides among other terms and condition certain retention incentives under Article XXV, Pension Vesting Rights, a true and correct copy of which is attached hereto as Exhibit A.; and

WHEREAS, the Senior Management Officials of the Harrisburg Bureau of Police (HBP) consist of the Commissioner/Police Chief, the Deputy Chief and Captains, each of whom has risen to a leadership position from the bargaining unit ranks; and

WHEREAS, in order to satisfy the City's need to maintain continuity in the ranks of HBP Senior Management, and attract other qualified bargaining unit members to hereinafter serve in such leadership roles, the Council for the City of Harrisburg has determined that providing current and future HBP Senior Management Officials with equivalent retention incentives as provided under Article XXV to union members would be in the best interest of the City; and

WHEREAS, the Council acknowledges that operations and personnel of the HBP are subject to the supervision of the Mayor in accordance with the authority vested therein under Section 1 of the Third Class City Code, at 11 Pa. C.S. §12007; and

WHEREAS, in order to attract and maintain qualified HBP Senior Management Officials, the Mayor has proposed the use of a *Limited Agreement For Certain Post-Employment Retirement Benefit Rates* as a mechanism to individually authorize the provision of retention incentives consistent with the benefits the HBP Official would be receiving by remaining or returning to a bargaining unit rank during the current contract term, with a FORM OF version of the proposed agreement which is attached hereto as Exhibit B; and

WHEREAS, the Council hereby authorizes the Mayor to negotiate and enter into such a *Limited Agreement For Certain Post-Employment Retirement Benefit Rates* during the term of the

current union contract with any current or future HBP Senior Management Official who is participating in and contributing to the Police Pension Plan; and

WHEREAS, the Mayor is further authorized to negotiate within the *Limited Agreement* supplemental terms and conditions with any current HBP Senior Management Official or with any future internal candidate for such a position to provide what the Mayor, in his sole discretion determines to be an adequate retention incentive, provided, however, that no supplemental term and condition may create a contract for a fixed period of employment that would be subject to buyout, and that any supplemental term and condition remains subject to appropriation by this Council.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the Mayor is hereby authorized to negotiate and enter into a *Limited Agreement For Certain Post-Employment Retirement Benefit Rates* on behalf of the City of Harrisburg with any Senior Management Official of the Harrisburg Bureau of Police who participates in and contributes to the Police Pension Plan.

BE IT FURTHER RESOLVED that any such Limited Agreement shall be consistent with the provisions of this Resolution and the FORM OF Limited Agreement provided, which the Council hereby approves and adopts.

BE IT FURTHER RESOLVED that the Mayor, City Controller, Business Administrator, Director of Human Resources, City Solicitor, and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

Seconded by: _____

Exhibit A

ARTICLE XXIV
Applicable Law

Any and all terms and conditions of this Agreement are subject to applicable Civil Service laws and other laws of the Commonwealth of Pennsylvania. The FOP shall be responsible for furnishing a copy of any state law pertaining to this Agreement to bargaining unit members and otherwise inform them of the laws pertaining to this Agreement.

ARTICLE XXV
Pension Vesting Rights

Section 1: Merger and Establishment of Pension Plan

Effective January 2, 2001, the former A and B plans were fully merged so that all provisions of Plan A shall apply to all members of the City of Harrisburg Police Pension Plan.

Section 2: Plan Contributions Required

Officer contributions shall be required at the maximum rate allowed by applicable law. Under no circumstances will the members of the FOP be permitted to decrease the amount of their contribution below levels currently in existence as of the date of this contract.

Section 3: Military Leave Buy-Back Permitted

Members of the City of Harrisburg Police Pension Plan will be permitted to buy-back periods of military leave at any time during their active police service.

Section 4: Vesting and Benefits

A. **Members Hired Prior to October 24, 2013**

The following provisions of this Article shall apply only to employees hired prior to the ratification of the Second Amendment to the Agreement on October 24, 2013:

- (1) In addition to all existing pension benefits, the pension benefits shall provide for vesting after twenty (20) years of service, which would allow an employee to retire with twenty (20) years of service. However, an employee would not begin to receive his/her pension benefits until he/she reached fifty (50) years of age.
- (2) Effective January 2, 2001, the maximum retirement benefit increased to sixty-two and one-half percent (62.5%) of Final Average Salary after twenty-five (25) years of credited service and attainment of fifty (50) years of age.
- (3) Effective January 2, 2007, the pension retirement benefit is established to be as follows:

20 years	50.0%	24 years	60.0%
21 years	52.5%	25 years	62.5%
22 years	55.0%	26 years	65.0%
23 years	57.5%	27 years	70.0%

(4) The City will provide a service-connected disability benefit payable upon work-related disability and inability to continue to function as a Harrisburg Police Officer. Said benefit shall be fifty percent (50%) of final average salary without reference to either age or length of service. In accordance with the Third Class City Code, the City shall be entitled to an offset for any workers' compensation benefits received by the officer.

B. Members Hired After October 24, 2013

All individuals hired after the ratification of the Second Amendment to the Agreement on October 24, 2013 shall be provided base pension benefits in accordance with the Third Class City Code, as follows:

- (1) To be eligible for pension benefits, an employee must have a minimum of twenty (20) years of service and have attained age fifty (50).
- (2) The normal retirement benefit shall be fifty percent (50%) of annual pay calculated in accordance with Chapter 143, Subchapter A of the Third Class City Code (11 Pa.C.S. §14300, et seq.).
- (3) Payment of service increments shall be based upon years of service multiplied by one-fortieth (1/40th) of retirement allowance with the caps provided in Chapter 143, Subchapter A of the Third Class City Code (11 Pa.C.S. §§14300, et seq.).
- (4) Payment of disability benefits shall be made consistent with the governing provisions of Chapter 143, Subchapter A of the Third Class City Code (11 Pa.C.S. §14300, et seq.) for disability occurring from injuries not sustained in the line of duty.
- (5) Payment of disability benefits shall be made consistent with the governing provisions of Chapter 143, Subchapter A of the Third Class City Code (11 Pa.C.S. §14300, et seq.) for disability occurring from injuries sustained in the line of duty.

Section 5: Retention Incentives

A pension benefit calculation of the retirement benefits for a member who opts to retire after obtaining both the required combined eligible years of service and retirement age during a period of time covered by this subsection shall be as follows:

A. Members Retiring in 2020

An eligible police officer retiring between January 1, 2020 and December 31, 2020

shall receive a base wage increase to the rank of Inspector on the final day of their employment. The rate of Inspector shall be ten percent (10%) above the rate of employment of the member immediately prior to the last day of employment. The foregoing promotion shall not affect any payout for accumulation of unused sick leave or any other enhancements. Officers must have attained twenty (20) years of credited service and be vested to be eligible for this benefit. These provisions shall sunset effective December 31, 2020.

B. Members Retiring After 2020

Any eligible police officer who retires after January 2, 2021 shall receive a base wage increase to the rank of Inspector on the final date of their employment. The rate of Inspector shall be seven thousand five-hundred dollars (\$7,500.00) above the rate of the employment of the member immediately prior to the last day of employment. The foregoing promotion shall not affect any payout for accumulation of unused sick leave or any other enhancements. Officers must have attained twenty (20) years of credited service and be vested to be eligible for this benefit. These provisions shall sunset effective December 31, 2025.

C. Member 90-Day Notice of Intent to Retire

In order to be eligible for the provisions of the foregoing subsection, a police officer who retires after January 2, 2021 must provide ninety (90) days written notice of their intent to retire.

ARTICLE XXVI
Severability

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement or the application of any such provision to any other person or circumstance shall not be affected thereby, and the provisions of this Agreement are hereby declared to be severable.

ARTICLE XXVII
Workers' Compensation Insurance

The City shall provide for each active police officer appropriate workers' compensation coverage to cover said officer twenty-four (24) hours a day. If injured or killed while attempting to perform some police related function, said workers' compensation will apply to the injured or deceased officer even though the incident occurred while outside the officer's regularly scheduled working hours.

ARTICLE XXVIII
Prior Awards and Agreements

All other benefits previously enjoyed by the Bureau of Police shall remain "as is."

ARTICLE XXIX
Reserved

Exhibit B

[FORM OF]

**LIMITED AGREEMENT FOR
CERTAIN POST-EMPLOYMENT RETIREMENT BENEFIT RATES**

Between

THE CITY OF HARRISBURG

And

{ name of employee }

**HARRISBURG BUREAU OF POLICE
Senior Management Official**

THIS Agreement, entered into this ____ day of _____, 2020, effective upon final execution, by and between the City of Harrisburg ("City"), and {name}, currently serving as {Commissioner, Deputy Chief, Captain} ("Official") in the Harrisburg Bureau of Police.

WITNESSETH

WHEREAS, the City of Harrisburg is a Third Class City of the Commonwealth of Pennsylvania, operating under an Optional Form of local government as provided in the Optional Third Class City Charter Law;

WHEREAS, the Harrisburg Bureau of Police (HBP) is the full-time law enforcement agency of the City, managed by appointed senior management-level officials in the capacity of Commissioner/Police Chief, Deputy Chief and Captains, subject to supervision of the Mayor in accordance with Section 1 of the Third Class City Code, 11 Pa. C.S. §12007; and,

WHEREAS, in order for the City of Harrisburg to provide an opportunity to extend the longevity of senior management-level officials of the HBP who may be fully vested in the Police Pension Plan and otherwise eligible to retire, the City wishes to assure their fair and equitable treatment in retirement by securing their individual right to receive the equivalent retirement benefits to bargaining unit members provided under the 2020-2025 Collective Bargaining Agreement with the Fraternal Order of Police.

NOW THEREFORE, the above parties enter into this Agreement:

1. The City's calculation of police retirement benefits for the undersigned HBP Official shall provide for retirement benefits equivalent to those received by other eligible pension plan members under Section 5 of Article XXV of the 2020-2025 Collective Bargaining Agreement ("Section 5") who retire during the term of that agreement.
2. The City and HBP Official ("the Parties") mutually acknowledge that the benefits under this Agreement are intended to provide a retention incentive to Senior Management Officials who have obtained both the required combined eligible years of service and retirement age prior to or during the period of time covered by Section 5.
3. The Parties mutually acknowledge that Section 5 provides that a retirement-eligible Officer retiring between January 1, 2020 and December 31, 2020 shall receive a base wage increase to the rank to Inspector on their final day of employment and that their Inspector base rate wage shall be ten percent (10%) above the member's rate of employment immediately prior to the Officer's last day of employment.
4. The Parties mutually acknowledge that Section 5 further provides that a retirement-eligible Officer retiring after January 2, 2021 shall receive a base wage increase to the rank of Inspector on their final day of employment, with the base rate of Inspector to be seven thousand five hundred dollars (\$7,500.00) above the member's rate of employment immediately prior to the Officer's last day of employment.
5. The Parties agree that should the undersigned HBP Official be or become retirement-eligible under the Police Pension Plan during the term of 2020-2025 Collective Bargaining Agreement and elect to retire, the City shall deem the undersigned eligible to have their base wage increased to the rank of "Senior-Commissioner, Deputy Chief, Captain" on their final day of employment, with the base rate for that Senior rank being:
 - (a) Ten percent (10%) above the member's rate of employment immediately prior to the undersigned's last day of employment if the HBP Official retires on or before December 31, 2020; or
 - (b) Seven thousand five hundred dollars (\$7,500.00) above the member's rate of employment immediately prior to the undersigned's last day of employment if the HBP Official retires during the term of the current Collective Bargaining Agreement and their retirement commences after January 2, 2021.
6. The foregoing base wage increase shall not affect any payout for accumulation of unused sick leave or any other enhancements not enumerated within Section 5 or

this Agreement, nor shall it be deemed to diminish the supervisory, appointment and removal authority of the Mayor.

7. The undersigned HBP Official acknowledges and agrees that they must have remained employed by the City as a Senior Management Official up to and including the date of retirement to remain eligible for this benefit.
8. The City acknowledges and agrees that if for any reason the undersigned HBP Official, prior to their date of retirement, suffers a demotion in rank to the last bargaining unit rank held prior to first being promoted to a Senior Management Official for the City, the HBP Official shall have the statutory right to return to the bargaining unit rank and, thereby, subject to Section 5 benefits under the 2020-2025 Collective Bargaining Agreement in the same manner as other members.
9. Nothing in this Agreement shall be deemed to alter the Police Pension Plan and should a conflict between the terms of this Agreement and the terms of the Pension Plan arise, the terms of the Pension Plan shall control.
10. Nothing herein is to be deemed to create or authorize a contractual fixed term of employment for any Senior Management Official and the Agreement shall operate as a Limited Agreement to provide for the post-employment retirement benefits expressly provided herein, and the authority of the Mayor to appoint, promote, demote or remove any HBP senior management official at any time shall not be diminished by this Agreement.
11. Notwithstanding the foregoing, the City hereby agrees to provide the undersigned HBP Official the following additional benefit(s) as a retention incentive:

12. No amendment to this Agreement shall be deemed valid or enforceable unless it be in writing and fully executed by the Mayor, City Controller, and the undersigned HBP Official, and approved as to form and legality by the Law Bureau.

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IN WITNESS WHEREOF, and intending to be legally bound thereby, the City of Harrisburg and HBP Senior Management Official have caused this Agreement to be executed by their duly authorized officials.

By: _____
Eric Papenfuse Date
Mayor

By: _____
Charles DeBrunner Date
City Controller

By: _____
[name of HBP Official]
{Commissioner/Police Chief, Deputy Chief, Captain}

APPROVED AS TO FORM
AND LEGALITY:

By: _____
Neil A. Grover Date
City Solicitor