

2. Training Academy and Community Programs - may be required by the Department to adjust with fourteen (14) days notice, two (2) times each quarter of a year eight (8) times per year for a duration of one (1) day.

(C) Officers and sergeants, except those assigned to patrol, canine, traffic and investigations, may on occasion or for a limited period of time, voluntarily flex their hours and days off consistent with the operational needs of the Department and with the approval of the non-bargaining unit supervisor. Officers and Sergeants assigned to the Narcotics, Street Crimes, the Training Academy, Community Relations & Major Offenders Units may on occasion or for a limited period of time, voluntarily flex their hours and days off consistent with the operational needs of the Department and with the approval of the non-bargaining unit supervisor.

(D) The foregoing is not intended to limit the Employer's rights under Section 15.4 or any other provision of this Agreement.

ARTICLE XVII

UNIFORMS AND ALLOWANCES

17.1 Basic Issue

(A) The Employer shall provide each officer at no cost to him a complete uniform upon his original appointment. Such uniform shall consist of five (5) all-year-round weight trousers, gloves, overshoes, five (5) winter uniform shirts, two (2) neckties, one (1) fur trooper cap, five (5) summer uniform shirts, three (3) V-neck T-shirts, one (1) jacket with zip out lining, one (1) cap with winter and summer cover, nylon goods and accessories including handcuffs, holder, cartridge case, a weapon and ammunition as in the past.

(B) Officers assigned as Canine Officers, Training Academy Officers, Evidence Technicians, Evidence/Property Officer, and permanently assigned instructional or permanently assigned range duties shall be provided with additional uniforms as in the past so long as distinctive uniforms are required by the

Employer. For the purposes of this subsection only, the term “permanently assigned” shall mean any time period assigned in excess of eighty-four (84) days in a calendar year.

17.2 Replacement

- (A) Subject to the written approval of the Chief of Police or his designee, any officer who in the line of duty receives any damage or breakage or normal wear and tear, to the above official uniform or any departmentally required personal equipment shall have the same replaced or properly repaired at no cost to the officer.
- (B) Personal items such as glasses, cell phone and watchwear damaged in the line of duty, except for normal wear and tear, shall be replaced or properly repaired at no cost to the officer according to the dollar limits set forth in Appendix C. The officer will accomplish the purchase or repair of the item(s) and submit a purchase requisition, with a copy of the invoice showing the repairs/purchases in the officer's name, through the chain of command, for reimbursement of those costs. Payments under this Section shall not exceed \$3,500.00 per fiscal year.

17.3 Weight Gain/Loss Restrictions

If an officer has a weight gain in excess of thirty (30) pounds in one year and it is necessary to completely properly reuniform the officer, the expense will be borne by the officer. However, a weight loss experienced by an employee will be encouraged by the Employer and will be without expense to the employee. This provision shall only apply to the extent allowed by the Americans with Disabilities Act.

17.4 Positions Receiving Clothing Allowance

Any sergeant permanently assigned to a position in the Criminal Investigations Division, or as Court Liaison, that entails wearing plain clothes, shall receive a clothing allowance in the amount of three hundred twenty-five dollars (\$325.00) each six (6) month period of continuous service within the Division or Section named. The clothing allowance periods are: Period #1, from January 1st through June 30th of each calendar year, and Period #2, from July 1st through December 31st of each calendar year. Clothing allowance money

may be used for the purchase of those items that have been approved by the Employer in the past. The Employer will issue a clothing allowance to the sergeant upon his assuming the plainclothes duties said payment to be received during the first full pay period after the transfer, so that the sergeant may purchase the necessary items. The amount of the initial clothing allowance shall be prorated by considering the time period to the next regularly scheduled clothing allowance payment. Failure to purchase approved items may result in the Employer withholding the next clothing allowance. It is expressly understood and agreed between the parties that the clothing allowance formerly provided to Criminal Investigations Division patrol officers as described above has been rolled over and incorporated into the base salary for purposes of establishing a wage differential.

If a sergeant who is eligible for a clothing allowance, has been paid in advance for that allowance, and that person resigns, retires, or voluntarily transfers to a position that no longer receives a clothing allowance, that person should repay the City one-sixth (1/6) of the prepaid allowance for each month (a month is considered a full month if a majority of that month's days are expired before the date of the transfer) that he is no longer in a clothing allowance position. Such repayment should be by personal check within sixty (60) days of the transfer. Neither involuntary transfer nor promotion will require any repayment. The City reserves the right to deduct the repayment from a person's payroll check if the repayment is not made within the sixty (60) days.

17.5 Return of Uniforms and Equipment

Upon separation from the Department, officers will return all uniform items, accessories and equipment to the Employer, cleaned and in serviceable condition.

17.6 Body Armor Allowance

Each officer shall be issued a wraparound body armor vest rated at a minimum Threat Level II-A which shall be replaced every five (5) years. If an officer requests that the City order a specific model of vest from a specific vendor that meets or exceeds a Threat Level II-A by NIJD Standards and the officer agrees to pay the

additional cost via payroll deduction, the City will order the vest. (The officer must execute an authorization for the payroll deduction prior to the City ordering the vest with the deductions to be a minimum of \$25.00 per payroll period.) The Employer shall determine minimum protection standards for vests. All body armor vests (including those for which the officer pays a portion of the cost) shall be turned in to the Employer at the conclusion of the five (5) year period or upon the officer's separation from employment whichever occurs first.

ARTICLE XVIII

PBPA REPRESENTATIVES

18.1 Grievance Committee

The PBPA Grievance Committee shall consist of officers selected by the PBPA to act as "Representatives". Each Operations Division shift shall have not less than four (4) representatives per shift (excluding Executive Board members who might also serve in the discretion of the PBPA as a representative). The Criminal Investigations Division shall have two (2) PBPA representatives within the Division. The names of the officers selected as Representatives shall be certified in writing to the Chief of Police.

18.2 Bi-Monthly PBPA Meetings

An officer holding any of the following positions, President, Vice-President, Secretary, Sergeant at Arms, Treasurer and three (3) Executive Board Members, in the PBPA, shall be entitled to use compensatory time to attend the regular bi-monthly meeting of the PBPA. Compensatory time used for this program shall be in increments of not less than two (2) hours. The PBPA agrees to notify the Employer as far in advance as is reasonably possible as to the dates of such monthly meetings and the officers in the listed positions shall promptly put in their request for compensatory leave.

18.3 Release Time

(A) Grievance Procedure

PBPA Representatives shall be given reasonable release time from their duties at full pay to investigate and process grievances. Such release time shall be limited to one (1) officer per grievance at any one phase and