

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

provided there is no unreasonable disruption of service or interference with operations. Such grievance procedure release time shall not exceed seventy-five (75) hours per year in the aggregate. PBPA representatives shall notify the duty commander immediately upon request from a grievant or determination of such a need, and receive his permission for the release time.

(B)        Negotiations

Those officers designated by the PBPA to act as negotiators (not to exceed six (6) officers receiving release time) during police contract talks shall be given reasonable release time with pay to attend negotiating sessions between the Employer and the PBPA and will be allowed reasonable release time, consistent with the provisions of this section, before and after negotiating sessions to prepare and debrief (one (1) hour before and one (1) hour after). The granting of release time shall be subject to manpower staffing needs. The PBPA shall give the Chief of Police the names of the officers so designated at least forty-eight (48) hours in advance of any negotiating meetings, except for meetings that extend from one (1) day to the next.

#### **18.4 Labor Management Conference**

(A)        The PBPA and the Employer mutually agree that it is desirable that periodic meetings be held between PBPA representatives and representatives of the Employer. Such meetings may be requested at reasonable intervals at least three (3) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and suggesting an agenda for such meetings. Such meetings shall be requested and their purposes limited to:

1.        Discussion on the implementation and general administration of this Agreement;
2.        A sharing of general information of interest to the parties;
3.        Notifying the PBPA of changes in conditions of employment contemplated by the Employer which may affect employees;

4.        Such other matters as the parties may agree in addition to those contained in the agenda.

(B) Grievances being processed under the grievance procedure shall not be considered at “labor-management conferences” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

(C) When absence from work (release time) is required to attend “labor-management conferences”, Executive Board members shall give reasonable notice of not less than three (3) days before a scheduled “labor-management conference” to their non-unit supervisor to receive approval to attend and remain in pay status. Commanders or their designees shall grant release time subject to manpower staffing needs. The Employer shall make all reasonable efforts to afford officers release time.

#### **18.5 Union Business**

The Executive Board or its designee may request up to a total of twelve (12) unpaid work days per calendar year for Union business. There shall be no accumulation of these twelve (12) days. All requests for this unpaid absence will be submitted by the Executive Board to the Chief of Police or his designee at least fourteen (14) days in advance. Approved unpaid absence will not take priority over previously scheduled time off and will be subject to reasonable operational needs. These twelve (12) union business days may be used by delegates to the annual PBPA convention upon request and advance notice to the Chief of Police or his designee. The intent of this section is that the twelve (12) days of unpaid absence be in the aggregate and in increments of full work days.

#### **18.6 PBPA President Shift Selection**

The duly elected President of the PBPA, Unit #5 shall be assigned to the day shift during the period of time that the officer serves in that capacity. An officer who is elected Union President shall be allowed to vacate a position described in Article 16 to move to the day shift, if necessary, despite the time commitments described in Article 16.