

A Special meeting of Bloomsburg Town Council was held Wednesday, October 2, 2013, beginning at 12:00 p.m. in Council Chambers, Town Hall, 301 East Second Street, Bloomsburg, PA. Present were Mayor W. Carey Howell; Council Members Sylvia Costa, William Kreisher, Fred Trump, Eric Bower and Sandy Davis; Town Administrator William Lowthert, Assistant Town Administrator Lauren Martz, Acting Chief of Police Roger Van Loan and Administrative Assistant Amy Seamans. Absent was Council Member Diane Levan.

EXECUTIVE SESSION

Mayor Howell adjourned the meeting into Executive Session at 12:02 p.m. to discuss the ongoing personnel matter in the Police Department regarding Shawn Hill and reconvened the meeting at 12:41 p.m.

APPROVAL OF SIDE LETTER AGREEMENT WITH CONDITIONS TO REINSTATE SHAWN HILL AS A PATROLMAN II

On a motion by F. Trump, seconded by B. Kreisher and voted on unanimously, Council approved a side letter agreement with the following conditions to reinstate Shawn Hill as a Patrolman II with the Bloomsburg Police Department:

1. Hill shall successfully complete a Fitness for Duty Examination prior to returning to his employment with the Town of Bloomsburg Police Department as set forth in paragraph 2, below. The Fitness for Duty Examination shall consist of both physical and psychological components. The Town shall have the sole discretion to choose the professional(s) to conduct the Fitness for Duty Examination.
2. Hill shall return to his employment with the Town of Bloomsburg Police Department on the next Monday after successfully passing his Fitness for Duty Examination. Hill shall return at the rank and wage of Patrol Officer II and shall serve in that rank for a period of one year from the date of his return. Hill's demotion to Patrol Officer II shall not impact or change his seniority. Following the one year period, upon written request of Hill, he shall progress to the rank of Patrol Officer III. In the event that Hill is the subject of any discipline during the one year period, he shall not progress to Patrol Officer III without the concurrence of the Police Chief.
3. Hill shall receive no back pay or benefit payments for the period of time during which he was suspended without pay or terminated from his position as a police officer through his returning to employment. Hill acknowledges that the Town has paid him all monies due for the 2013 calendar year, and that is not entitled to any payment from the Town whatsoever prior to his return to employment set forth in paragraph 2, above.
4. Hill shall not be entitled or permitted to take vacation, either paid or unpaid, or personal time during the calendar year 2013. Hill is not entitled to any vacation or personal time during 2013, and shall not seek to take such time off and shall not seek payment for any such time. Beginning in the calendar year 2014, Hill's vacation and personal shall be governed by the terms of the then-existing CBA.
5. Hill shall not accrue sick leave during the calendar year 2013. The parties agree that Hill has sick leave time available, and Hill can utilize that sick leave time, in the event that use becomes necessary, during the calendar year 2013. Hill shall present to the Police Chief a doctor's note for each day on which he uses any sick leave time during the calendar year 2013. Beginning in the calendar year 2014, Hill's sick leave shall be governed by the then-existing CBA.
6. Upon his return to employment, Hill shall enter the Field Training Officer ("FTO") program and shall serve in that program until the Chief of Police and Field Training Officer authorizes his release from that program. Neither the Field Training Officer nor the Chief shall unreasonably refuse to release Hill from the FTO program. The Parties anticipate that Hill will not serve in the FTO program for more than 90 days.
7. Hill shall not be eligible to serve as Officer in Charge unless and until the Chief of Police recommends him for that position.

8. Hill shall complete any and all necessary training and in-service updates by the end of the calendar year 2013, including but not limited to updating and maintaining Act 120 certification, all professional licenses and registrations, and all other trainings required by the Chief of Police.
9. Refund to the Police Pension Fund his employee contributions
10. Hill and the Union agree to a general release of any and all grievances, claims, liabilities, demands, and causes of action, known or unknown, regarding or relating to the disciplinary matters set forth above, or to this Agreement, and accordingly agree:

Hill and the Union, and on behalf of their heirs, estate, representatives, successors, assigns and agents additionally release and discharge the Town, its elected and appointed officials, agents, attorneys, employees, former employees, members, benefit plans and servants (collectively, the "Town") from all other grievances, claims, liabilities, demands, and causes of action known or unknown, fixed or contingent, asserted or unasserted (including, but not limited to, the continuing effects thereof) regarding, or arising out of to the disciplinary notices, or the facts giving rise thereto, or to this Agreement, including, without limitation, (1) Act 195; (2) The Pennsylvania Labor Relations Act; (3) Title VII of the Civil Rights Act of 1964, as amended; (4) The Civil Rights Act of 1991; (5) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (6) The Pennsylvania Human Relations Act, as amended; (7) The Age Discrimination in Employment Act, as amended; (8) The Family and Medical Leave Act; (9) The Americans with Disabilities Act of 1990, as amended; (10) The Fair Labor Standards Act, as amended; (11) The Collective Bargaining Agreement between the Union and the Town; (12) The Local Agency Law; (13) The District Code; (14) any claim for attorneys' fees under any state or federal statute; and (15) any and all laws, acts, statutes, ordinances, regulations, or any recognized cause of action of the Commonwealth of Pennsylvania that relate in any way to any claim or possible claim, including claims for wrongful termination, employment discrimination, harassment, retaliation and equal pay, that Hill or the Union may have against the Town arising out of or in any way connected to the disciplinary matters, or the facts giving rise thereto, or to this Agreement.

11. The Parties agree that the provisions of this Agreement are unique and therefore shall not represent nor operate as precedent regarding any other members of the bargaining unit, present or future, involved in a similar situation and shall not prejudice any part with respect to any position taken in the future.
12. Hill acknowledges that in connection with the terms and conditions of the within Agreement, the Union has discharged its duty to fairly represent his interest as a member of the bargaining unit.
13. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. Any action whatsoever relating to this Agreement shall be brought in the Court of Common Pleas of Columbia County, Pennsylvania. A photocopy of a fully executed Agreement shall be deemed an original for all purposes.
14. Nothing in this Agreement shall be construed to prevent the Parties from taking legal action to enforce the terms of this Agreement.
15. The provisions of this Agreement set forth the entire agreement among the Parties. The Parties acknowledge that they have not relied upon any representation or statement, written or oral, not set forth in this Agreement. This Agreement may only be amended by a subsequent written agreement signed by all Parties.
16. If any term, condition, clause, or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or invalid at law, or for any other reason, then only that term, condition, clause, or provision as is determined to be void or invalid shall be stricken from this Agreement, and this Agreement shall remain in full force and effect in all other respects.
17. The Effective Date of this Agreement shall be the date on which the Town executes the Agreement following any formal approval as required by law.

18. Immediately upon the Effective Date of this Agreement, Hill shall finally settle, discontinue, and end with prejudice his suspension appeal, docketed at Hill v. Town of Bloomsburg et al, No. 2013-CV-752 (Columbia County C.C.P. filed 2013).
19. Immediately upon the Effective Date of this Agreement, Hill shall finally settle, discontinue, and end with prejudice his termination appeal currently before the Town of Bloomsburg Civil Service Commission.
20. Nothing in the Agreement shall give Hill immunity from future discipline for any future actions taken upon his return to employment.
21. This Agreement shall remain in Hill's file with the Police Department for a period of two years from the Effective Date, and shall be removed from that file only after that two-year period. This Agreement shall remain in Hill's personnel file permanently, and shall not be under any circumstances removed from that personnel file.
22. The offer contained in this Agreement is good for a period of seven (7) calendar days from the date it is communicated to the Union. On the eighth calendar day following that date, the offer contained in the Agreement should be considered withdrawn and void.
23. Shawn Hill shall have no further contact with Raychel Gingrich whatsoever.

APPROVAL OF CHANGE ORDER FROM DOBRINSKI BROTHERS, INC. FOR PHASE 6 (PAVING) OF THE BLOOMSBURG MUNICIPAL AIRPORT EXTENSION AND REALIGNMENT PROJECT

On a motion by F. Trump, seconded by S. Costa and voted on unanimously, Council approved a Change Order from Dobrinski Brothers, Inc. for an additional time extension of 14 days (October 3, 2013) to complete Phase 6 (Paving) of the Bloomsburg Municipal Airport Extension and Realignment Project.

APPROVAL OF CHANGE ORDER NO. 2 FROM TECH SERVICES, INC. FOR PHASE 6 (LIGHTING) OF THE BLOOMSBURG MUNICIPAL AIRPORT EXTENSION AND REALIGNMENT PROJECT

On a motion by C. Howell, seconded by B. Kreisher and voted on unanimously, Council approved Change Order No. 2 from Tech Services, Inc. in the amount of \$3,986.65 plus labor to complete Phase 6 (Lighting) of the Bloomsburg Municipal Airport Extension and Realignment Project.

With no further business, the meeting adjourned at 12:53 p.m.

WILLIAM LOWTHERT
Town Administrator & Secretary