

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE STROUD AREA REGIONAL POLICE COMMISSION

AND

THE STROUD AREA POLICE ASSOCIATION

FOR THE

2016 thru the 2020 CALENDAR YEARS

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 RECOGNITION	1
ARTICLE 2 DEFINITION OF EMPLOYEES	1
ARTICLE 3 MANAGEMENT RIGHTS	2
ARTICLE 4 DISTRIBUTION OF CONTRACT	2
ARTICLE 5 SALARIES	2
ARTICLE 6 UNION DUES/AGENCY SHOP	3
ARTICLE 7 REDUCTION IN FORCE	4
ARTICLE 8 STRIKES AND LOCKOUTS	4
ARTICLE 9 HOURS OF WORK/OVERTIME	5
ARTICLE 10 COURT TIME	5
ARTICLE 11 SCHEDULING	7
ARTICLE 12 OUT OF CLASS/OFFICER IN CHARGE PAY	8
ARTICLE 13 HOLIDAYS	8
ARTICLE 14 PERSONAL DAYS	9
ARTICLE 15 VACATIONS	10
ARTICLE 16 BEREAVEMENT LEAVE	12
ARTICLE 17 SICK LEAVE/DISABILITY LEAVE	12
ARTICLE 18 FAMILY AND MEDICAL LEAVE	14
ARTICLE 19 LIFE INSURANCE	15
ARTICLE 20 LONGEVITY PAY	16
ARTICLE 21 HEALTH BENEFITS/INSURANCE	17
ARTICLE 22 UNIFORMS	20
ARTICLE 23 EMPLOYEE RIGHTS	21
ARTICLE 24 GRIEVANCE/ARBITRATION	22
ARTICLE 25 COMPENSATORY LEAVE	23
ARTICLE 26 PROMOTIONS	23
ARTICLE 27 TRAINING	24
ARTICLE 28 UNION BUSINESS	25
ARTICLE 29 OUTSIDE EMPLOYMENT	25
ARTICLE 30 EDUCATION INCENTIVE PAY	26
ARTICLE 31 SENIORITY	26
ARTICLE 32 PENSION PLAN/RETIREMENT BENEFITS	27
ARTICLE 33 PHYSICAL FITNESS	29
ARTICLE 34 LEGAL AID	29
ARTICLE 35 PROBATIONARY EMPLOYEES	29
ARTICLE 36 VOLUNTARY TAX-DEFERRED SAVINGS PROGRAM	30
ARTICLE 37 CANINE OFFICER/DOG CARETAKER	30
ARTICLE 38 PART-TIME OFFICERS	31
ARTICLE 39 NEGOTIATIONS	32
ARTICLE 40 PRORATION	32
ARTICLE 41 TERM OF AGREEMENT	33

APPENDIX

AGREEMENT

Agreement is made this 14th day of October, 2015, by and between the Stroud Area Regional Police Commission hereinafter called “Commission” or “Department” or “Employer”, and the Stroud Area Police Association hereinafter called “Police Association” or “Police” or “Association.”

ARTICLE 1

RECOGNITION

Section 1. The Commission recognizes the Police Association as the collective bargaining unit and the exclusive representative pursuant to Act 111 for all police patrol and rank officer employees of the Stroud Area Regional Police Department presented in Article 5, for all positions below and excluding that of Police Lieutenant.

Section 2. Whenever the words “employee” or “employees” or “officer” or “officers” or “police officer” or “police officers” are used in this Agreement, they shall mean only such employees as are included in the bargaining unit covered by this Agreement.

ARTICLE 2

DEFINITION OF EMPLOYEES

For the purpose of this Agreement, employees shall be defined as follows:

A. Police Officer - Any non-probationary employee who is hired as a full time police officer under personnel policies and procedures established by the Commission.

B. Probationary Employee – A newly hired police recruit with Act 120 Certification shall be considered a probationary employee for one (1) full year (12 months) of days actually worked, excluding any paid or unpaid leave, from the date of original hire. A newly hired police recruit, without Act 120 Certification, shall be considered a probationary employee one full year of days actually worked, excluding any paid or unpaid leave from the date the non-Act 120 Certified newly hired police recruit obtains Act 120 Certification. During the probationary period the employee may be disciplined or discharged and such action shall not be subject to the grievance or arbitration procedure which applies to the bargaining unit and this collective bargaining agreement. Probationary employees are not eligible to receive benefits set forth in this agreement until the employee completes the probationary period with the specific exceptions noted in Article 35.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. The employer has, retains and shall possess and exercise all the employer's rights and functions, powers, privileges and authority that it possessed prior to entering into this Agreement with the police, excepting only such as are specifically relinquished or restricted in this Agreement. As illustrative of these rights, the employer shall have the exclusive right to direct the work force and manage all of the employer's physical facilities; determine and change the workforce, staffing, budget equipment used, operating policies and practices; standards; transfer and assignment of bargaining unit employees; determine the number of shifts to be worked and adjust the same from time to time; assign shift schedules; hire police officers, determine and change the number of kinds of employees in each job; promote or transfer within the Police Department based on personnel policies and procedures established by the Police Department; determining the methods, means and personnel by which such operations are to be conducted; determine and take whatever actions are necessary to carry out assigned missions in what the employer solely determines to be an emergency; assign work to specific employees; make rules and regulations governing the operation of the bargaining unit and the work and conduct of all employees; revise the rules and regulations from time-to-time and require compliance by the employees therewith; and generally control and direct the Department and all police officers in all of its operations and affairs.

Section 2. The employer may determine and change position descriptions for positions within the bargaining unit and determine the qualifications, standards, and duties of all positions.

ARTICLE 4

DISTRIBUTION OF CONTRACT

The Commission shall distribute a copy of this agreement and any other relevant materials including, but not limited to, information on health insurance plans, life insurance, and pension plan through the Officer Share Program. Paper copies of this Agreement are not required to be distributed.

ARTICLE 5

SALARIES

Section 1. The following annual increases to base salaries for police officers shall be in effect as of January 1st, for each year indicated unless indicated otherwise:

Year 1	(1-1-16)	3.0%
Year 2	(1-1-17)	3.0%
Year 3	(1-1-18)	3.0%
Year 4	(1-1-19)	3.0%
Year 5	(1-1-20)	3.0%

The following annual base salaries for police officers shall therefore be in effect as of January 1, 2016 and continue through December 31, 2020 as indicated below

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Sergeant	\$72,921	\$75,109	\$77,362	\$79,683	\$82,074
Corporal	\$70,611	\$72,729	\$74,911	\$77,158	\$79,473
Patrol Officer, 4 yrs.	\$68,296	\$70,345	\$72,755	\$74,629	\$76,868
Patrol Officer, 3 yrs.	\$61,467	\$63,311	\$65,210	\$67,166	\$69,181
Patrol Officer, 2 yrs.	\$58,052	\$59,794	\$61,587	\$63,435	\$65,338
Patrol Officer, 1 yr.	\$54,637	\$56,276	\$57,964	\$59,703	\$61,494
Probation. Pat. Off.	\$46,249	\$47,636	\$49,065	\$50,537	\$52,053

Section 2. The minimum base starting salary for new probationary patrol officers hired shall be no less than indicated above, as determined by the Regional Police Commission. A patrol officer shall receive the base salary indicated for 1 year service, 2 years service, 3 years service, and 4 years service, respectively, effective on his/her first, second, third, and fourth anniversary dates of service with the Regional Department. The base salaries for patrol officers with 1 year service, 2 years service, and 3 years service, respectively, shall be calculated at 80%, 85%, and 90% of the base salary of a patrol officer with 4 or more years service. A patrol officer shall receive the full patrol officer annual base salary after completing four (4) years of service with the Regional Department; all officers hired after the effective date of this Agreement shall start at the Probation step.

Section 3. Detective/investigator duties shall be assigned by the Chief of Police. A patrol officer serving an assignment as detective/investigator shall receive an additional pay differential of \$ 100.00 per month for the duration of that assignment. Any new detective/investigator assignments within the Department shall be posted and all officers given the opportunity to apply for such assignments.

ARTICLE 6

UNION DUES/AGENCY SHOP

Section 1. All members of the police department who do not join the bargaining unit shall, as a condition of continued employment with the Regional Department as a police officer, pay to the employee representative each month a service charge as a contribution toward the administration of the collective bargaining agreement between the parties, which shall be equal to the regularly monthly dues and assessments of the police, which are required of all unit police officers.

Section 2. The police shall indemnify and save the Commission harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Department for the purpose of complying with any of the provisions of this agency shop clause. The police obligation to indemnify the Commission shall include indemnification for all reasonable legal expenses, including attorney's fees and costs incurred by reason of actions taken or not taken by the Commission, participating municipalities,

and the employees, officers, officials of such municipalities for the purpose of complying with this clause.

Section 3. The employer is required to deduct the current dues and assessment from compensation received by members of the police department. The amounts to be deducted shall be certified to the Commission by the bargaining unit. The dues and assessments shall be deducted from each member's paycheck on the last pay of each month and shall be forwarded to the treasurer of the bargaining unit representing the police department

ARTICLE 7

REDUCTION IN FORCE

Section 1. In the event the Commission finds it necessary to reduce the number of paid employees in the bargaining unit, the reduction shall be effected by furloughing the employees (including probationary employees) in accordance with inverse order of seniority in employment as defined in Article 31 of this Agreement.

Section 2. In the event the said bargaining unit shall again be increased, the employees furloughed or laid off shall be reinstated in the order of their seniority as defined by Article 31 of this Agreement. An officer's right to such reinstatement after a layoff or furlough shall terminate two years from the date of said layoff or furlough. If an employee does not report upon recall within fifteen (15) days therefrom, the employee shall be considered to be on voluntary separation.

ARTICLE 8

STRIKES AND LOCKOUTS

Section 1. None of the employees collectively or individually, nor the Police Association, will directly or indirectly cause, engage, or participate in any strike, work stoppage, work interruption, work interference, or picketing during the term of this Agreement. The employer will not directly or indirectly engage or participate in any lockout during the term of this Agreement.

Section 2. If any employee or group of employees encourage, participate in, or are responsible for any of the acts set forth in Section 1 above in this Article, the employee or group of employees shall be subject to discipline and/or discharge. A police officer may grieve any action taken by the Department under this clause (to and including arbitration). The arbitrator shall only have the power to determine if the grievant(s) in fact engaged in any of the acts set forth in Section 1 above.

ARTICLE 9

HOURS OF WORK/OVERTIME

Section 1. The normal work hours for regular full-time police officers shall be forty (40) hours weekly.

Section 2. Overtime shall be worked as required by the needs of the Department. Police officers required to work more than forty (40) hours in a week or eight (8) hours in a day will be compensated at the rate of one and one-half (1 1/2) times his/her regular straight time base hourly rate. Overtime shall be paid for all consecutive hours worked in excess of eight (8), whether they occurred in one or two calendar days.

Overtime will be paid for actual hours worked over forty (40) hours a week or eight (8) hours a day. Sick, personal, vacation or any other leave shall not be considered time worked for the purpose of calculating overtime. Only bereavement days may be counted as hours worked over forty for the purpose of calculating overtime.

Section 3. An officer shall be entitled to receive overtime pay for working beyond his/her normal scheduled shift only when such duty is required and approved by the Chief of Police or officer in charge.

Section 4. There shall be no pyramiding of overtime pay, i.e. when an officer is being paid at an overtime rate there shall be no additional increase in that rate resulting from the overtime provisions of this Article.

Section 5. Regular base hourly rates of pay shall be calculated by dividing the annual base salary of the individual officer by two thousand eighty (2,080) hours.

Section 6. In lieu of overtime pay, an officer may elect to take compensatory time off in accordance with the provisions of Article 25.

Section 7. The Association and Commission recognize that shift changes sometimes require, as an incident of such change, officers to have more than or less than the normal number of hours off between consecutive, regularly scheduled shifts. The parties agree, that no officer shall lose pay or gain overtime pay because he/she has more or less than the normal number of hours off between consecutive shifts incident to shift changes.

ARTICLE 10

COURT TIME

Section 1. When a police officer must appear in any court during his/her normal working hours as a result of his/her employment with the Department, the police officer will receive his/her regular base salary for such shift of work including the court time. The Commission may utilize a Civilian Court Liaison Officer (CLO) to work in cooperation with the

District Attorney's Office and court system, probation, Children and Youth, juvenile court, agencies of the Commonwealth of Pennsylvania and any administrative hearing body, including but not limited to any workers compensation hearing body and § 302 commitment hearings, to facilitate the prompt and expedient prosecution of criminal and non-criminal cases involving any Stroud Area Regional Police Department (SARPD) police officer. Such duties shall include, but not be limited to: identifying whether any police witnesses from the SARPD are necessary for the prosecution of cases or matters, and if any such witnesses are necessary, securing the appearance of such witness(es) at the appropriate time before any court, grand jury, criminal pre-trial hearing, sentencing, coroner's inquest, A.R.D. hearing, plea bargaining session, or miscellaneous court, agency or administrative hearings or proceedings; determining whether a police prosecutor is necessary to attend any such hearing or proceeding; representing the SARPD where a police officer is not needed; coordinating case preparation; evidence handling; notifying witnesses of the time and date of a hearing or of their required appearance; authority to institute or deactivate standby procedures; acting as a victim witness liaison; and notification of the time, date and place of the hearing. If it is determined that no police witnesses are necessary, the CLO shall work with and assist the District Attorney's Office, as necessary and requested, in the prosecution of the case.

Section 2. When a police officer must appear in court (as defined below) or before a District Justice (for other than a preliminary hearing) during his/her "off-duty" time as a result of his/her employment with the Department, the police officer will receive overtime pay at the rate of one and one-half (1 1/2) times his/her regular straight time base hourly rate for all hours actually spent in court.

A. For purposes of this Article, court appearances shall be defined as time spent as a witness or prosecutor for an investigating grand jury, criminal trial, criminal pre-trial hearing, sentence court, civil court, coroner's inquest, A.R.D. hearings, plea bargaining sessions, miscellaneous court hearings, preliminary hearings, juvenile court hearings, or hearings before other Commonwealth of Pennsylvania agencies, that occur during the officer's "off-duty" time as set forth in this Article.

B. A police officer will receive overtime pay for a minimum of three (3) hours for his court or District Justice appearance if the actual time spent on such appearance is less than three (3) hours. A police officer may receive only one three (3) hour minimum overtime pay for any and all court or District Justice appearances on any one calendar day.

Section 3. If a police officer is required by the Department to use his/her personal vehicle for a court appearance (as defined above), because a Department vehicle is unavailable, he/she shall be reimbursed for mileage in addition to the above compensation, computed from the employee's duty station to the location of said proceeding and return therefrom. The mileage reimbursement rate to be paid by the Department under this section shall be the rate allowed by the IRS as a business deduction in Pennsylvania. The Department shall pay reasonable parking expenses incurred in pursuit of such attendance, if applicable.

Section 4. When a police officer is required, either by the Department or by subpoena, to be available to attend a civil or criminal court trial as a witness to a proceeding arising from his/her employment with the Department during his/her "off-duty" time, and such

availability does not require the police officer to actually be attending but the requirement to be available interferes with the police officer's off-duty time to the extent payment would be required under the federal Fair Labor Standards Act, then the police officer shall be compensated for such time at his regular straight time base hourly rate of pay, or at overtime rate if applicable. All stand-by officers shall report to work unless excused by the Chief or his designee, in which case the excused standby officer shall not receive pay. Any and all witness, mileage fees or remuneration paid to an officer acting as a witness, based upon on-duty activities, shall be remitted to the Police Department.

Section 5. In the event an officer is subpoenaed after the effective date of his/her retirement, the Department shall be obligated to pay the retired officer for such court appearances at the regular straight time base hourly rate of the retired officer when he was last employed by the Department

Section 6. Notwithstanding anything to the contrary, there shall be no standby pay required if the officer is notified that the appearance is continued or cancelled prior to eight (8) hours of the time for which the appearance was scheduled. The method of notification shall be agreed upon by the parties, but it shall not require actual contact with the officer where that is not practicable.

Section 7. In lieu of overtime pay, an officer may elect compensatory time off in accordance with Article 25 of this Agreement.

ARTICLE 11

SCHEDULING

Section 1. The workweek shall consist of any five workdays in the calendar week and shall include two (2) consecutive days off.

Section 2. The actual work shift schedules for each officer or groups of officers shall be determined by the employer, provided that the schedule shall be posted as least fourteen (14) days in advance. It is specifically understood that shifts, but not necessarily days off, are fixed and not rotating. The Department shall have the right to change such shift schedules without the fourteen (14) day notice in the event of an emergency, which is defined as an unanticipated event that requires police action. If an officer's shift is so changed due to emergency, the officer shall be paid a differential for such changed shift at the rate of \$0.50 per hour over and above his/her regular straight time base hourly rate for all hours actually worked.

Section 3. Officers shall not normally be scheduled to work consecutive days with less than sixteen (16) hours off between shifts, except due to the occasional shift rotation changes if applicable.

Section 4. Officers with more than eight (8) years seniority may bid on shifts. Shift assignments will be awarded based on rank and seniority as set forth in Article 31. Officers with eight (8) or less than eight (8) years seniority will also bid on shifts subject to the Chief or

his designee having the right to approve or reassign shifts for those officers with eight (8) or fewer years of seniority in order to meet the needs of the Department. Such bidding for shift assignments shall be made available no more frequently than quarterly. For purposes of determining seniority, officers who have prior service with more than one participating municipality before their service with the Department, may count only the recent continuous period of such service.

Section 5. Trading of shift assignments between officers may be permitted on a limited basis with the prior review and approval of the Chief of Police. Trading of shift assignments shall not cause or entitle any officers to overtime pay.

Section 6. Officers who are on special assignment such as DARE, K-9, field or firearms training, detectives or investigators, shall only be permitted to bid for shift assignments, pursuant to Section 4, against other officers holding those same assignments. Bidding for this section only shall be first by rank, and then time in assignment.

ARTICLE 12

OUT OF CLASS/OFFICER IN CHARGE PAY

When an officer below the rank of Sergeant must perform duties and responsibilities of a higher rank he/she will be designated officer in charge and shall be compensated at the rate of pay for the position within which he/she has been assigned and worked.

ARTICLE 13

HOLIDAYS

Section 1. The following eleven (11) days are recognized as holidays under this Agreement and shall be observed on the actual holiday date:

New Year's Day (January 1)	Independence Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Columbus Day
Easter Sunday	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

Section 2. In order to be eligible for the holiday and holiday pay, an officer must have completed thirty (30) days of work. In addition, after an officer has utilized a sick day either immediately preceding or immediately following a holiday in any calendar year, any further absence from work due to "sickness" on a day either immediately before or after another holiday in the following twelve (12) months shall be treated as a day of leave without pay. The officer shall not be charged with a day of leave without pay if a Commission selected doctor certifies that the

officer is sick/unavailable for work. The Commission will pay the cost for any examination of the officer.

Section 3. When an officer is scheduled to and actually works on an observed holiday date:

A. An officer shall receive holiday pay equal to one and one-half (1½) times his/her regular straight time base hourly rate for all hours worked on such holiday, in addition to his/her regular base salary for such day worked; i.e., he/she shall receive double time and one-half (2 ½) for all hours worked.

B. In lieu of holiday pay, the Commission and police officer may mutually agree on another day and one-half off with pay, provided such time is scheduled with and approved by the Chief of Police. The time off must be taken during the current calendar year provided that Christmas Day shall be considered for this purpose to have occurred in the next proceeding calendar year. If the Commission and officer do mutually agree to another day off, the officer shall receive his/her regular straight time base salary for the regular shift worked on the scheduled holiday.

Section 4. When an officer does not physically work for any reason on an observed holiday, he/she shall receive holiday pay equal to eight (8) hours of pay at his/her regular straight time base hourly rate. Any leave time, including vacation days and bereavement days, shall not count as days worked for the purpose of calculating holiday pay.

Section 5. If it is determined by the Chief of Police, in his sole discretion, that regular staffing assignments are not necessary for an observed holiday, a limited number of officers scheduled to work each shift may opt, in order of seniority, to not work such shift and receive the day off with regular base salary as pay in lieu of receiving the additional holiday pay. If no officer chooses this option, the Chief may designate, by inverse order of seniority, such officers who shall receive the holiday off with regular salary in lieu of receiving the additional holiday pay.

Section 6. A police officer's regularly scheduled shift will not be changed due to a holiday.

ARTICLE 14

PERSONAL DAYS

Section 1. Each eligible officer shall receive four (4) personal leave days with pay during each calendar year.

Section 2. Officers shall schedule personal days with the Chief of Police or his designee. Personal leave days may be taken at the officer's discretion; however, an officer must provide at least 48 hours notice of his/her intent to take a personal leave day unless excused by the Chief of Police or his designee.

Section 3. The Chief of Police shall limit the number of officers who can be off work on personal leave at any one time, on a first-requested first-approved basis.

Section 4. Personal leave days not used by the end of a calendar year are forfeited.

ARTICLE 15

VACATIONS

Section 1. All police officers that have completed their probationary period shall be eligible to receive annual vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Vacation Leave</u>
After 1 year	5 days
After 2 years	10 days
After 5 years	15 days
After 10 years	20 days
After 18 years	21 days
After 19 years	22 days
After 20 years	23 days
After 21 years	24 days
After 22 years	25 days
After 23 years	26 days
After 24 years	27 days
After 25 years	28 days

The number of annual vacation leave days for the calendar year beginning with each January 1 is based on the years of service as defined below.

A. In order to be eligible for all vacation leave with pay the officer must have actually worked at least 1,750 hours in the prior calendar year. If the officer did not work at least 1,750 hours in the prior calendar year, then he/she shall receive pro rata vacation leave and the percentage shall be calculated as follows: the denominator shall be 1,750 and the numerator shall be the actual number of hours the officer worked in the previous calendar year.

B. For all police officers hired after May 1, 2000, years of service for vacation leave purposes shall be determined as the number of full years of last continuous service with the Department from the January 1 next occurring after the officer's original date of employment. A police officer that has completed his/her one (1) year probationary period shall receive pro rata vacation leave for the period from his/her first anniversary date of employment until the next January 1.

C. For all police officers hired prior to May 1, 2000 and transferred to the Department from each of the three former municipal departments, years of service for vacation leave purposes shall be determined as the number of full years of last continuous service with the Department (including

service with the three former municipal departments) from January 1 of the calendar year in which the officer was originally hired. For any officers who previously worked for more than one of the participating municipalities prior to joining the Department, the phrase “full years of last continuous service shall mean only those full years of the most recent continuous service.

D. A police officer who is discharged for cause shall not receive vacation leave pay.

Section 2. Vacation leave may be carried over from one calendar year to the next up to a maximum of ten (10) days. However, those ten (10) days must be used no later than by April 30th of the following calendar year. If not used by April 30th the carryover days will be forfeited. At the time of separation from the Department an officer shall be paid for any carry-over vacation days at his/her regular straight time base hourly rate.

Section 3. In order to enhance the operation and management of the Department and also to provide opportunities for officers to schedule vacations when requested advance scheduling of vacation shall be required. Advance scheduling means that officers shall schedule a portion of their annual vacation leave during the four (4) week period beginning with the last full week of November each year.

a Officers with two or three weeks of vacation per year must schedule at least one (1) week in advance. Officers with four or more weeks vacation per year must schedule at least two (2) weeks in advance.

b The most senior officer within any rank or assignment shall have first opportunity to schedule his/her (advance) vacation, and shall have three (3) days to schedule his/her requested dates. The remaining officers, in order of seniority within any rank or assignment, shall schedule their (advance) vacation in the same manner. This process shall continue in order of seniority until at least 50% of the officers have scheduled their (advance) vacation dates. After 50% have scheduled (advance) vacations, the remaining officers shall have two (2) days to schedule their (advance) vacation dates. For purposes of advance scheduling, the Department shall present a calendar year schedule without restrictions. Bidding for these purposes shall follow the same criteria and limitations as bidding for shift assignments under Article 11, Section 4 of this Agreement.

c Notwithstanding anything to the contrary, the Department reserves the right to limit (1) the total number of officers, (2) the number of officers above the rank of patrol officer, and (3) the number of officers on special assignment who may be on vacation leave at any one time.

(1) In the event that an officer’s vacation set through advance scheduling is required to be cancelled due to his/her attendance in court, he/she shall have the opportunity to reschedule such vacation but shall not have the right to “bump” any other officer’s previously scheduled vacation dates.

(2) In the event that an officer is required to change his/her shift assignment after having gone through the advance scheduling process,

he/she shall be provided the opportunity to amend his/her vacation schedule by two (2) days either before or after the previously scheduled dates.

Section 4. Scheduling of vacations shall not interfere with the operations or work needs of the Department. Vacations of five (5) or more days, not set through advance scheduling, must be scheduled thirty (30) or more days ahead of the requested dates. Vacations of less than five (5) days must be scheduled fourteen (14) or more days ahead of the requested dates. The Chief of Police or his/her designee shall approve or disapprove all requests for vacation no later than ten (10) work days after receiving the request for vacation leave.

Section 5. If an officer is called back to work from an approved vacation, the officer shall be entitled to compensation for a minimum of eight (8) hours at one and one-half (1 ½) times his/her regular straight time base hourly rate for all hours actually worked.

ARTICLE 16

BEREAVEMENT LEAVE

Section 1. All officers shall be granted up to five (5) eight hour shifts as bereavement leave with pay in the event of the death of an officer's spouse, child or stepchild, parent; sister or brother; and up to three (3) eight hour shifts of bereavement leave with pay in the event of the death of an officer's mother-in-law or father-in-law, son-in-law or daughter-in-law, sister-in-law or brother-in-law, grandparent or grandparent-in-law or any other relative actually residing in the officer's household.

Section 2. Bereavement leave may be taken at the officer's discretion but must be used within ten (10) days of the date of death of the family member.

Section 3. If an officer voluntarily returns to work at any time prior to the allowable limits of leave noted, or does not use any or all of such leave within ten (10) days of the date of death, his/her bereavement leave entitlement shall terminate at that time.

ARTICLE 17

SICK LEAVE/DISABILITY LEAVE

Section 1. All police officers shall be credited on January 1st of each calendar year with fifteen (15) sick days. Officers hired after January 1st shall receive their first year's sick leave in a proportionate basis based on the date of hire.

Section 2. Sick leave for police officers shall be used for legitimate illness or injury and shall not be used for extra days off from work with pay. A doctor's certificate shall be required for an absence from work due to illness for three (3) or more consecutive days. A doctor's certificate may be required for an absence from work of less than three (3) days where, in the opinion of the Department, the officer has been abusing his/her sick leave privileges.

Section 3. An officer shall notify the preceding shift commander of his/her need to be "off sick" a minimum of four (4) hours preceding the start of the shift on which he/she is scheduled to work. If an officer calls "off sick" for the third time in any calendar year with less than the four (4) hour notice, he/she shall be deemed to be on leave without pay, thus sustaining the loss of one (1) day's pay for that occurrence and for every other such occurrence within that calendar year.

Section 4. All police officers shall be permitted to accumulate and carry over from year to year unused sick leave up to a maximum of one hundred fifty (150) days. Officers with 150 days of accrued but unused sick leave will be entitled to the annual allotment of sick leave (currently 15 days) during each year of service bringing the total maximum sick leave currently available to such officers to 165 to use in any given year, provided that such officer may not accrue or carry over any more than 150 days of sick leave from one year to the next. Likewise, Officers who have accrued 150 sick days shall not be paid for more than 50% of the accrued 150 sick days upon separation pursuant to the terms of Section 6 below regardless of how many available sick days such officer may have in any given year.

Section 5. When illness in the immediate family requires a police officer's absence from work, an officer shall be permitted to utilize not more than ten (10) days of sick leave for such purpose.

Section 6. Upon the voluntary resignation or involuntary separation from service of a police officer for other than just cause, the Department shall reimburse such officer fifty percent (50%) of accumulated unused sick leave days up to the one hundred fifty (150) day maximum, at his/her regular straight time base hourly rate then in effect. Upon retirement, a police officer may utilize up to one hundred percent (100%) of his/her accumulated unused sick leave days up to a maximum of one hundred fifty (150) days, to extend his/her employment and official retirement eligibility date and receive pay for such days at his/her regular straight time base hourly rate then in effect. A police officer that is discharged for cause shall not be reimbursed for any accumulated unused sick leave days.

Section 7. The eligible dependents of a police officer who is killed in the line of duty or dies prior to voluntary termination of services shall be paid for the officer's accumulated unused sick leave at the time of death, at the officer's regular straight time base hourly rate then in effect.

Section 8. A police officer shall be eligible for short-term disability (STD) leave during a temporary absence from work due to illness or injury, not related to his/her job duties and/or employment with the Department, for up to one hundred eighty (180) calendar days. During this 180-day STD leave period, STD benefits shall be provided and administered through a STD insurance policy provided and instituted by the Commission. The STD policy shall require a 60-calendar day waiting period before STD benefits will begin to be paid.

A. During the 60-day waiting period, the officer may elect to use accrued but unused paid leave time (i.e., accrued sick leave, vacation, personal, compensatory time).

B. On the sixty-first (61st) day of the STD leave period and for the balance of the 180 STD period (approximately 18 weeks), the officer shall be paid sixty percent (60%) of his or her base salary through a disability insurance policy. The officer may elect to receive the forty (40%) percent difference between the STD disability pay and his or her base salary by using any remaining accrued but unused paid leave (i.e. accrued sick, vacation, personal, compensatory time).

C. All other terms and conditions for the determination of eligibility and receipt of STD disability shall be as set forth and administered by the insurance carrier, which initially shall be One America administered by Benecon. A copy of the Employee Benefits Insurance Policy will be made available on the Officer Share Program.

D. The Commission retains the right to change the disability carriers so long as an equivalent STD benefit (e.g., duration period and 60% payment) is provided.

A. During the period of an approved short-term disability leave, the Department shall continue regular health insurance coverage for the employee and dependents, if applicable.

B. A police officer shall not be permitted to return to work from short-term disability leave unless he/she is released to return to full normal duties by a physician approved by the Department.

Section 9. The police officers shall have the right to contribute up to two sick days per year to a Sick Leave Bank which shall be used by any police officer who has exhausted his or her accrued sick leave and for the sole purpose of covering the waiting period for short term disability benefits. Any contribution of sick days to the Sick Leave Bank shall be irrevocable. The Sick Leave Bank shall be administered solely by the Police Association. The Police Association shall provide to the Commission by January 15 and June 15 of each year an accounting of how many sick days each officer contributed to the Sick Leave Bank, the number of days in the Bank, and who used the Bank. If such information is not provided in a timely manner the utilization of the sick leave bank shall be temporarily suspended until the information is provided. The Police Association must also provide to the Commission timely information on an ongoing basis regarding when an officer utilizes leave in the sick leave bank so that such officer may be properly paid.

Any dispute regarding the Sick Leave Bank or its administration, including but not limited to any decision regarding the use of days in the Sick Leave Bank, eligibility to use days in the Sick Leave Bank or participation in the Sick Leave Bank, shall not be subject to the grievance or arbitration procedure.

ARTICLE 18

FAMILY AND MEDICAL LEAVE

Section 1. To the extent provided by the 1993 Federal Family and Medical Leave Act (FMLA), all police officers shall be eligible to take up to twelve (12) weeks of unpaid, job-

protected leave during any twelve (12) month period for specified family and medical reasons. Eligible employees who have been employed by the Department (including service with each of the three former municipal departments) for at least twelve (12) months and who have performed at least 1,250 hours of service during the previous twelve (12) month period may request FMLA leave for one or more of the following reasons:

- A. For the birth and care of a newborn child
- B. For the placement of a child for adoption or foster care.
- C. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- D. Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her job.

Section 2. Eligible employees will be allowed to take unpaid leave if it has been earned, for a period of up to twelve (12) workweeks in a "rolling" twelve (12) month period measured backward from the date an employee uses FMLA leave. FMLA leave may be taken one day at a time if medically necessary.

Section 3. Requests for FMLA leave must be made thirty (30) days in advance of the need to take leave when the need is foreseeable, or if not foreseeable, as soon as possible. Written documentation from the employee's physician, or in the case of a specified family member that individual's physician, shall be required to substantiate such leave request. Periodic medical updates may be required to be submitted by the Department.

Section 4. The Department shall continue its applicable contribution for health insurance coverages, whether the leave is paid or unpaid, for the duration of the leave provided that the employee also makes his/her required contribution, if any. The Department's obligation to maintain health insurance benefits under the FMLA ceases if and when an employee informs the Department of his/her intent not to return from leave.

Section 5. Upon the return from FMLA leave, an employee is entitled to return to the same job held when leave commenced or to an equivalent job with equivalent benefits, pay and other terms and conditions of employment.

ARTICLE 19

LIFE INSURANCE

The Commission shall provide at employer cost a \$ 100,000 group life insurance policy on the life of each police officer. Proceeds of such policy shall be directly payable to the beneficiary(s) named by the officer. A police officer who retires in good standing after reaching superannuation retirement or who receives a work related disability benefit from the pension plan may, if authorized by the applicable insurance carrier, take over responsibility for paying

the life insurance premiums at his or her sole cost and upon any conditions imposed by the insurance carrier. The Department shall not be involved in that decision and shall have no responsibility or obligation with respect to that decision or the continuation of the life insurance policy by the insurance carrier.

ARTICLE 20

LONGEVITY PAY

Section 1. In addition to base salary, effective January 1, 2004, each eligible police officer shall be entitled to receive annual longevity pay based on his/her full years of continuous service with the Department according to the following schedule. Years of service for longevity pay purposes shall be determined as the number of full years of last continuous service with the Department from January 1 next occurring after the officer's original date of employment:

<u>Years of Fulltime Service</u>	<u>Amount</u>
1	\$ 0
2	\$ 0
3	\$ 0
4	\$ 0
5	\$ 400
6	\$ 500
7	\$ 600
8	\$ 700
9	\$ 800
10	\$ 900
11	\$1,000
12	\$1,100
13	\$1,200
14	\$1,300
15	\$1,400
16	\$1,500
17	\$1,600
18	\$1,700
19	\$1,800
20	\$1,900
21	\$2,000
22	\$2,100
23	\$2,200
24	\$2,300
25	\$2,400

The longevity payment shall be made to all eligible police officers on or before January 31 of each calendar year. This payment shall not be considered as part of the police officer's base salary, but shall be subject to all legal deductions. The payment shall be capped at \$2,400 after 24 years of service.

* The parties acknowledge that the foregoing longevity schedule replaced the schedule that existed prior to January 1, 2004, by which officers received a longevity payment of \$300 after four years of service and an additional \$100 after each year of service up to \$2,300 after 25 years of service.

Section 2. Payment for longevity and education pay shall be paid pro rata over the course of a year in bi-weekly paychecks starting January 1, 2009 and thereafter. If an officer leaves/retires prior to the end of a calendar year, that officer shall be reimbursed the outstanding balance of the longevity and education pay.

ARTICLE 21

HEALTH BENEFITS/INSURANCE

Section 1. Commencing after January 1, 2013, the Department shall provide employees three medical and prescription plan options. The Department shall maintain the right to change to insurance carriers offering comparable insurance benefits/coverage. The Department shall provide, pursuant to applicable law and the policies of the insurance carrier, three medical plan options:

A. Standard Plan – The Standard Plan shall be the PPO with a \$1000/\$3000 deductible. This plan shall be offered at no cost to each full-time officer in the bargaining unit and full time probationary officers.

B. Option 1 Plan – The Option 1 Plan shall be the PPO with a \$750/\$2250 deductible. In order to participate in this Plan, each full-time officer must pay a premium contribution of four percent (4%) of the monthly premium for the level/type of coverage chosen by the officer and a buy-up fee equal to the difference between the monthly premium for the Option 1 Plan and the monthly premium for the Standard Plan for the level/type of coverage (e.g. single, family, etc) selected by the officer. The premium contribution and the buy-up fee shall be deducted every pay period.

C. Option 2 Plan – The Option 2 Plan shall be the PPO with a \$250/\$750 deductible. In order to participate in this Plan, each full-time officer must pay a premium contribution of six (6%) of monthly premium for the level/type of coverage chosen by the officer and a buy-up fee equal to the difference between the monthly premium for the Option 2 Plan and the monthly premium for the Standard Plan for the level/type of coverage (e.g. single, family, etc) selected by the officer. The premium contribution and the buy-up fee shall be deducted every pay period.

Note: The health care premium contribution shall be calculated as follows: (monthly premium multiplied by contribution percentage) multiplied by 12 months divided by number of pay periods (((monthly premium x percentage of contribution) x 12)/26).

Section 2. Each of the plans offered, as identified above, shall have the following co-pays in addition to the premium cost sharing obligations identified above"

A. Medical:

\$20/\$40 Office Visit Co-Pay

\$100 Emergency Room Co-Pay

\$50 UC Co-Pay

B. Prescription:

Retail: \$25, \$50, \$70

Mail Order: \$55, \$130, \$210

Section 3. The employer shall provide to each police officer and his/her family a group dental insurance plan such as the existing United Concordia Plan, including periodontal coverage. Family shall be as defined by the insurance carrier. The Department shall maintain the right to change to insurance carriers offering comparable insurance benefits/coverage.

Section 4. The employer shall provide to each police officer and his/her family a low-option group vision care insurance plan, such as the existing Davis Vision Plan. Family shall be as defined by the insurance carrier. The Department shall maintain the right to change to insurance carriers offering comparable insurance benefits/coverage.

Section 5. The Department shall make available to all police officers the option to waive participation in the Department's group hospitalization, group dental, and group vision insurance plans and instead receive an additional benefit as stated in this Article. A cash payment of \$200.00 per month shall be payable on the second pay of each month to each eligible officer who can demonstrate that he/she has alternative coverage and who elects no hospitalization, dental, or vision coverage through the Department group plans. This election option must be made on an annual basis. The option to receive a cash payment of \$200 per month in 2008 and for the future shall only be available to officers who elect this option prior to December 31, 2007 and thereafter on an annual basis. If an officer elects this option prior to December 31, 2007, such officer may do so on an annual basis thereafter during the term of this Agreement. If an officer who is participating in this opt out benefit as of December 31, 2007 elects to return to receiving coverage provided by the SARPD, then such officer shall only be able to collect any future opt out benefits, if s/he elects to opt out in the future, pursuant to paragraph 6(a) of this Article.

Section 6. The employer shall establish a Health Reimbursement Account (HRA) the terms of which are attached as Appendix "A". Under the HRA:

- (a) All police officers who participate in the health plans offered by the Department shall receive an annual \$500 credit to the HRA.
- (b) All officers who after December 31, 2007 opt out of participation in the health plans offered by the Department may do so only by demonstrating that s/he has alternate health coverage as stated above in Section 5 of this Article. Such individuals shall be eligible for a credit of \$300 monthly on their behalf to the HRA account as detailed in Section 3.03(c) of the HRA document attached hereto as Appendix "A". Such an election must be made on an annual basis.
- (c) All officers who opt out of participation in the health plans offered by the Department prior to December 31, 2007 and on an annual basis thereafter (by demonstrating that s/he has alternate health coverage as stated above in Section 5 of this Article) shall be entitled to a credit of \$100 monthly in that individuals HRA, as stated in Section 3.03(b) of the HRA Plan document which is attached hereto as Appendix "A. This election must be made on an annual basis.

For all officers hired prior to November 9, 2012, the employer shall provide to each police officer for only himself or herself, upon superannuation retirement (age/service) or disability retirement, the same group hospitalization insurance coverage that is provided to and under the same terms and conditions, which are in effect from time to time, for the rank and file during and throughout such former officers retirement, including all changes thereto; provided that such coverage shall be provided to such a retired employee, only until the age of 65, or until the former officer becomes Medicare eligible, or the former officer is employed by another employer which provides similar hospitalization insurance, whichever occurs sooner. The employer shall have the right to require such retired officer, from time to time but at least annually, to verify that the retired officer does not have access to such coverage. A police officer who was hired prior to November 9, 2012 and who retires in good standing and who retires after reaching normal retirement or who receives a work related disability benefit from the pension plan may, if authorized by the insurance carrier, take over responsibility for paying the vision and dental insurance premiums at his or her own cost so long as there is no cost to the Department or such coverage does not increase any cost of the Department and upon any other conditions imposed by the insurance carrier or by applicable law. Any missed premium payment by such retiree will terminate such coverage. The continuation of such coverage beyond the Cobra period shall be determined by the healthcare provider. Where such coverage shall be available it shall only be available until the retired officer reaches the age of 65, or until the retired officer becomes Medicare eligible, or is employed by another employer which provides similar insurance, whichever occurs sooner.

Section 7. Post-retirement benefits shall be eliminated for all officers hired after November 9, 2012.

Section 8. The spouse of a retired officer who was hired prior to November 9, 2012 shall have the option to purchase health benefits through the Department, at the spouse's

own cost. Such ability is limited to the time period and by the requirements of COBRA or any other applicable law.

Section 9. Vested police officers may continue to receive group hospitalization insurance coverage through the Department plans at such former employee's own cost; provided that such coverage shall be provided to such vested former employee only until the age of sixty-five (65) or until the former officer reaches the age of Medicare eligibility or until the former officer is employed by another employer which provides equivalent or better hospitalization insurance coverage, whichever occurs sooner. Such participation shall be conditioned upon the Department insurance carrier permitting such vested former officer to be included in the Department group.

Section 10. If at any time after 2015 it becomes apparent that the health care benefits provided by the Commission will be reasonably likely to be subject to an excise tax under Section 4980I of the Internal Revenue Code of 1986, as amended (to which the parties refer to as the "Cadillac Tax"), the Commission may reopen the health care provisions of the contract for renegotiation to provide for healthcare benefits that will not be subject to such tax. If an agreement is not reached on such issue within 30 days of the initial demand to reopen the contract pursuant to this provision, the Commission may demand interest arbitration under Act 111 in order to consider what changes to the labor agreement would avoid the cost to the employer due to the excise tax. Such arbitration will be conducted pursuant to Act 111 but the statutory time lines under Act 111 shall not apply. Instead, any arbitration hearing shall be held within 60 days of the demand for arbitration and the decision of that panel shall be issued within 120 days after the demand for arbitration. Commencing January 1, 2016, any officer whose healthcare premium (including any portion of the healthcare premium that is applicable to his or her dependents) is or becomes subject to an additional fee or surcharge for tobacco use, such officer shall be responsible for the payment of that fee or surcharge.

ARTICLE 22

UNIFORMS

Section 1. The employer shall provide to all police officers complete sets of uniforms as required by the Department. New police officers hired by the Department shall receive the initial uniform sets as required by the Department. The Department shall have the right to select the make, manufacturer, suppliers, style, etc. of the uniforms being provided. The uniforms and all items thereof shall be property of the officer but the Department may require the police officer to return all insignia and the like that identify the uniform as representative of the Department.

Section 2. Each officer shall be responsible for all items of the uniforms supplied and must maintain the same in a clean and neat appearance at all times. The employer shall pay for the cleaning of twenty-four (24) uniforms per officer per year. The cleaners utilized shall be chosen by the Department in its sole discretion. Each officer will be responsible for dropping off and picking up his/her uniform at a time and place designated by the Department. If he/she fails to do so by the appointed time, the officer will lose the opportunity to have the uniform(s) cleaned under the provisions of this section.

Section 3. The employer shall provide for the replacement of uniforms as needed under a quartermaster type system. The employer agrees to replace any uniform item that may be damaged or lost while the police officer is on duty at Department cost, unless such damage or loss is due to the officer's carelessness or negligence.

Section 4. The employer shall provide all necessary uniform changes to any officer as a result of a change made by the Department.

Section 5. The Department shall issue, at employer cost, a body armor vest to all current police officers who do not have one and who request one from the Department. Such officers must agree to wear the vests at such times as required by the Department. Any officer who does not agree to wear an armor vest shall sign a release approved by the Commission on behalf of the Commission and the participating municipalities releasing them from any liability for injury or damage caused by the officer's failure to wear such vest. All newly hired officers, as a condition of employment, must agree to wear such body armor vest which shall be provided as part of their original issue. The body armor vest shall be replaced in accordance with the manufacturer's warranty requirements at the cost of the employer. All police shall wear such body armor vest while on duty as required under Department Standard Operating Procedures.

Section 6. Payment for longevity and education pay shall be paid pro rata over the course of a year in bi-weekly paychecks. If an officer leaves/retires prior to the end of a calendar year, that officer shall be reimbursed the outstanding balance of the longevity and education pay.

ARTICLE 23

EMPLOYEE RIGHTS

Section 1. If a police officer is questioned in regard to a formal complaint that may lead to disciplinary action, and the interrogated police officer provides a written statement in response to such complaint or investigation and/or a transcript is taken or mechanical record made, a copy of same must be given to the interrogated police officer, without cost, upon request.

Section 2. If any police officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation and/or investigation, he shall be completely informed of all his/her rights prior to the commencement of the interrogation.

Section 3. If it has been determined that an officer may face criminal or disciplinary action, he/she shall be advised prior to questioning by the Chief of Police or his/her designee that possible criminal or disciplinary action is being considered. The officer may request the presence of an Association Representative and/or his/her legal advisor (paid for by the officer). The Association Representative or legal advisor shall merely observe the interview and inform the police officer of his/her constitutional rights.

ARTICLE 24

GRIEVANCE/ARBITRATION

Section 1. Grievances are limited to matters involving interpretation of this Agreement, and also include matters of discipline cognizable under the Borough Code and Police Tenure Act and claims under the Heart and Lung Act; provided, however, that a claim for eligibility for Heart and Lung Act benefits shall not be subject to this provision but shall be determined pursuant to the Local Agency Act.

Step 1. The member, either alone or accompanied by a representative of the bargaining unit, or the bargaining unit itself, shall present the grievance in writing to the Chief of Police within thirty (30) days of its occurrence or knowledge of its occurrence. The Chief of Police shall report his decision in writing to the member and the bargaining unit representative within seven (7) days of its presentation.

Step 2. In the event that the grievance is not settled at Step 1, an appeal must be presented in writing by the member or the bargaining unit representative to the Chairperson of the Commission's Personnel Committee within seven (7) days after the response at Step 1 is due. The Personnel Committee shall respond in writing to the member and the bargaining unit representative within seven (7) days after receipt of the appeal.

Step 3. In the event that the grievance has not been satisfactorily resolved in Step 2, the bargaining unit representative may initiate an appeal by serving upon the Commission a notice in writing of his intent to proceed to arbitration within seven (7) days after the receipt of the Step 2 decision is due.

Section 2. The arbitrator is to be selected by the parties jointly within seven (7) days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association to submit a list of three (3) possible arbitrators.

A. The parties shall meet within seven (7) days of the receipt of said list for the purpose of selecting the arbitrator by alternating striking one name from the list, until only one name remains. The employer strikes the first name.

B. The arbitrator shall neither add to, subtract from, nor modify the provisions of this agreement, or of any other arbitration awards. The arbitrator shall confine himself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any other issues not submitted to him. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing.

C. All of the time limits contained in this Article may be extended by mutual agreement.

D. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

E. An aggrieved member and bargaining unit representative and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this Section without loss of pay or leave time.

Section 3. The bargaining unit must receive notice of any grievance filed and must have an opportunity to appear with the grievant at all steps of the grievance procedure.

ARTICLE 25

COMPENSATORY LEAVE

Section 1. When a police officer is eligible for overtime as described in Article 9 (Hours of Work/Overtime) or Article 10 (Court Time) of this agreement, that police officer may elect to take compensatory leave in lieu of receiving the overtime pay. Eligible employees shall earn compensatory time off at one and one half (1 1/2) times the amount of overtime hours actually worked or spent in court.

Section 2. Compensatory leave must be scheduled with and approved by the Chief of Police and will not be granted if such compensatory leave would require overtime. An officer must at a minimum provide forty-eight (48) hours notice of his or her desire to take an accrued compensatory leave day off, except in case of a documented emergency.

A. A police officer shall be permitted to accumulate compensatory leave time to a maximum of four hundred eighty (480) hours as allowed by the federal Fair Labor Standards Act (FLSA).

B. A police officer may, at any time, sell back accumulated compensatory leave time, at his/her current straight time base hourly rate of pay, not to exceed eighty (80) hours in any one calendar quarter or forty (40) hours for one pay period.

C. A police officer may, at the time of separation of service with the Department, sell back any accumulated unused compensatory leave time and be paid for such number of hours of accumulated unused compensatory leave at his/her then current regular straight time base hourly rate of pay.

ARTICLE 26

PROMOTIONS

Section 1. The Regional Police Commission shall establish a Personnel Board which shall be responsible for administration of this Article. The Personnel Board shall consist of five (5) members, appointed for three (3) year terms each. The Commission shall appoint one (1) member from each of the three (3) participating municipalities. The Police Association shall appoint one (1) member. The remaining member shall be appointed by the other members of the Board. All members shall serve without compensation.

Section 2. All promotions to positions above patrol officer and within the bargaining unit of the Department shall be made in accordance with a competitive examination process administered by the Personnel Board. The examination process shall consist of as a minimum, a written examination and an oral examination.

Section 3. The Police Commission shall notify the Personnel Board of any vacancy which is to be filled and shall request the Board to certify to the Commission a list of officers eligible for promotion.

Section 4. The Police Commission shall prepare and adopt by resolution Rules and Regulations for the Personnel Board to use in administering this Article.

ARTICLE 27

TRAINING

Section 1. The Department shall have sole authority to determine the subjects, courses, dates, and locations of training for all police officers.

Section 2. The Department through the Chief of Police may direct an individual police officer to attend a particular school or course of training, in which case the Department will attempt to schedule the police officer's normal hours of work to coincide with the scheduled training. When the Department directs a police officer to attend such training, the Department will pay for the following:

- A. Tuition costs, if any.
- B. Any required equipment and materials.
- C. Mileage for use of an officer's personal vehicle to attend such training, if a Department vehicle is unavailable, at the rate allowed by the IRS as a business deduction in Pennsylvania for such actual use of his/her personal vehicle.
- D. Room and board for any school or facility attended which does not supply same, as approved solely by the Chief of Police in accordance with policies established by the Commission, when commuting daily to such training is impractical.

Section 3. All actual hours spent by a police officer attending such training mandated by the Department shall be considered hours worked for purposes of regular pay, or overtime pay if applicable, as provided in Article 9 of this Agreement.

Section 4. If the Department directs a police officer to attend a training course at a time when the police officer is scheduled to be on vacation, the officer will attend the training course and the Department will permit the officer to reschedule his/her vacation leave even into the next calendar year.

Section 5. The Department through the Chief of Police shall provide to all officers, when available, information on training courses or programs available through the Pennsylvania State Police or other agencies. Individual police officers may submit written requests to attend a specific course or training program at any time. The Chief of Police shall review and may approve or disapprove any such request(s), with due consideration for staffing needs, budget limitations, type of training requested, and relative training needs of the Department.

Section 6. If the Chief of Police approves a police officer's request to attend a training program or course, which is not required by the Department, the Department will pay for tuition, equipment and material, mileage reimbursement, and room and board as provided in section 2 A-D above. If the subject or training course is given outside the police officer's scheduled working hours, the police officer will not receive any additional pay for attending such training and the Department shall not have the obligation to attempt to schedule the police officer's normal hours of work so that they will occur when the police officer is scheduled to attend the subject or course.

Section 7. The Department will comply with all of the training requirements of the Act 120 Certification Program and provide the mandated training as established by the Municipal Police Officer's Education and Training Commission (MPOTEC).

ARTICLE 28

UNION BUSINESS

Section 1. For any interest arbitration proceeding or contract negotiation meeting under Act 111, up to two (2) members of the police grievance handling or negotiating team shall have time off with pay as is reasonably necessary to schedule such proceeding or meetings. Officers involved shall provide reasonable notice of their request for such leave.

Section 2. No more than two (2) duly elected representatives of the bargaining unit will be permitted to attend state FOP conventions and/or national FOP conventions to a maximum of four (4) days per year in total with paid leave.

ARTICLE 29

OUTSIDE EMPLOYMENT

Section 1. Outside employment shall be permitted subject to prior approval and the following limitations. An officer's employment with the Commission shall be considered his or her primary responsibility. No officer shall accept any employment that conflicts with his or her duties as a member of the Department, as reasonably determined by the Chief of Police. Employment deemed conflicting will include, but not be limited to, any work in an establishment where alcoholic beverages are served, work requiring the officer to associate with known criminals, work requiring the officer to work more than sixteen (16) hours in any twenty-four (24) hour period, including scheduled work for the Department, and work for any other law enforcement agency except when on special assignment to the Attorney General, District Attorney or the DEA, drug task force

or such other agencies as approved by the Chief of Police. The Chief of Police shall promulgate a reasonable set of rules and procedures for securing Departmental approval for outside employment. This restriction shall not apply to part-time officers hired by the Commission.

ARTICLE 30

EDUCATION INCENTIVE PAY

Section 1. In the event an officer earns or has acquired a degree from an accredited college or university, in a program and course of study approved by the Commission, he/she shall receive an annual educational allowance as follows, to be paid in a lump sum prior to December 1 of each year:

Associate's Degree	\$200 per year	Master's Degree	\$600 per year
BA or BS Degree	\$400 per year	Doctorate Degree	\$800 per year

Section 2. Payment for longevity, education, and uniform pay shall be paid pro rata over the course of a year in bi-weekly paychecks starting January 1, 2009 and thereafter. If an officer leaves/retires prior to the end of a calendar year, that officer shall be reimbursed the outstanding balance of the longevity, education and uniform pay

ARTICLE 31

SENIORITY

Section 1. Seniority as defined in this Agreement shall be determined by actual date of hire for last continuous service with the Department.

Section 2. All officers transferred to the Department as the effective date of this Agreement from any of the three former municipal departments shall be credited with all seniority for their last continuous service with that municipal department prior to the effective date of this Agreement. For officers with service in more than one of the participating municipalities who are hired by the Department on the effective date of this Agreement, seniority shall include continuous fulltime service with the most recent municipality only.

Section 3. Seniority as defined in this Article and Article 15, Section 1C, shall be the governing principle for vacation selections and, for shift assignments, subject to the limitations specified in Article 11.

Section 4. For the purposes of this Article, and all other relevant provisions of this Agreement, the Officer with the most time served (i.e. seniority) within a classified Rank shall be considered the senior officer of that rank regardless of time on force of other officers of the same rank. Seniority in rank for newly hired police officers shall be determined by their date of hire. Officers hired on the same day shall be ranked by time sworn into office.

ARTICLE 32

PENSION PLAN/RETIREMENT BENEFITS

Section 1. The Police Pension Plan shall be established by Ordinance of the Commission and shall be governed by and in conformance to the requirements of Act 600. Major provisions of the plan shall include:

- A. Police officers shall be eligible for superannuation retirement upon the attainment of age fifty (50) and completion of twenty-five (25) years of service.
- B. The superannuation (age/service) retirement benefit shall be calculated on the basis of 50% of the retiree's average W-2 earnings subject to state and local taxes for the last thirty-six (36) months of employment with the Department. There shall be no offset or coordination of pension benefit with the retiree's Social Security benefit.
- C. A police officer's pension benefit may be vested based upon the attainment of twelve (12) years of service consistent with the requirements of Act 600.
- D. A police officer may "buy back" prior military service time to be applied toward required years of service for retirement purposes.
- E. A police officer shall be eligible for a non-superannuation retirement benefit after twenty (20) years of service with an actuarially reduced retirement benefit pursuant to Act 24 of 1998.
- F. A survivor's benefit in the amount of 50% of the retired officer's pension benefit shall be provided.
- G. To the extent permitted by law and approved by the Auditor General, the surviving spouse of an officer killed in the line of duty shall be entitled to a survivor's benefit pursuant to Act 51 of 2009. No such benefit shall be paid from the Pension Fund for this purpose.
- H. A duty-related disability retirement benefit in the amount of 50% of an officer's salary at the time the disability benefit from the pension plan commences and the officer's employment is terminated, which shall be paid in compliance with Act 30.
- I. The Commission and the Association agree to the establishment of a Deferred Retirement Option Plan (DROP) which is required to be cost-neutral and the terms of which are attached as Appendix "B". The attached DROP is made part of this Pension Article as if it were set forth herein at length.
- J. As stated in the pension ordinance, a police officer who retires with a superannuation (age/service) retirement benefit with service in excess of twenty-five (25) years shall have his pension increased by one hundred dollars

(\$100.00) a month for each full year of service in excess of twenty-five (25) years of service. The maximum service increment benefit for services over twenty-five (25) years shall be one hundred dollars (\$100.00) per month. To the extent there is any discrepancy between the language of this provision and the language of the pension ordinance, the pension ordinance will control and is incorporated herein by reference.

K. As clarified in the letter dated March 13, 2013, Post-Retirement benefits shall be based on superannuation (age/service) retirement or officers who retire with a permanent work related disability and receive a disability benefit from the Pension Plan.

Section 2. Each year the Commission shall determine the contributions to be made to the Pension Plan, based on the most recent actuarial evaluation, in order to maintain the Plan on an actuarially sound basis. Each police officer shall contribute up to eight percent (8%) of total earnings to the Pension Plan, as required. However, the Commission may, on an annual basis, reduce or eliminate officer contributions to the Plan if the Actuary determines that such reduction is feasible. The Commission and Association acknowledge that officer contributions have eliminated in recent years by the individual pension plans of the municipalities whose pension plans shall be merged into the regional pension plan, however; police officer contributions may be instituted at any time based on the actuarial evaluation. The Commission shall provide to each police officer a report on the Pension Plan for each year that an actuarial evaluation of the plan is performed.

Section 3. A minimum of two (2) active full-time police officers, elected by the Association, shall be representatives on the Police Pension Board or Administrative Committee and shall serve on such Board or Committee for the term of this Agreement. The makeup of the Police Pension Board or Administrative Committee shall be as provided for by Resolution of the Commission.

Section 4. General Municipal Pension System State Aid shall be allocated and deposited to the Police Pension Plan as determined by the Commission in conformance with Act 205. The Commission shall allocate state aid to the pension plan on the same basis as that aid was provided by the state.

Section 5. The Commission shall contract with an actuarial consultant, chosen solely by the Commission, to perform any or all actuarial cost studies as required under Act 205. All actuarial studies or costs shall be deemed to be an expense of the pension fund, and shall be paid for from the pension fund in conformance with Act 205.

Section 6. To the extent permitted by law or approved by the Auditor General, officers may receive service credit for all years of full-time service with municipalities participating in the Regional Department; provided however, that in the case of any officer who withdrew from the pension plan of any such municipality for whatever reason, that officer shall pay any actuarialized costs incurred by the Department's pension plan for having those years the officer served prior to his or her withdrawal credited as years of service for purposes of this Article. Any costs or expenses incurred in a challenge to this provision shall be borne exclusively by the Association or its members.

ARTICLE 33

PHYSICAL FITNESS

Section 1. All police officers are required to be and remain physically fit for performing the duties of his/her position.

Section 2. The Department shall provide an area within the permanent headquarters building for a weight room/exercise room for use of the police officers to maintain their physical fitness.

ARTICLE 34

LEGAL AID

Section 1. If a police officer is a defendant in a civil suit arising from the performance of his/her duties with the Department, the Department shall furnish insurance coverage consistent with applicable law and shall not provide coverage for intentional or criminal conduct.

Section 2. The Department shall be responsible for judgments rendered against a police officer in job-related suits, except that the Commission nor the participating municipalities, nor the officers, officials, nor employees of those municipalities shall have responsibility for judgments rendered against a police officer on account of intentional or criminal acts, or acts or omissions outside of the officer's job duties.

ARTICLE 35

PROBATIONARY EMPLOYEES

A probationary full-time police officer hired after the first day of operation of the Department shall be eligible to receive the following Department provided benefits:

- A. Paid holidays after he/she has worked thirty (30) work days provided he/she otherwise meets the eligibility requirements for paid holidays.
- B. Two (2) vacation days after his/her sixth month of employment. Such vacation shall not accrue and may not be carried over after completion of the probationary period.
- C. Hospitalization insurance coverage
- D. Life insurance.
- E. Bereavement leave.

F. One (1) sick day every four (4) months if the need for a sick day is documented by a doctor's certificate.

An officer's probationary period must include one full year (12 calendar months) of completed full days actually worked, excluding any approved leave time, prior to it ending as set forth at length in Article 2(B). At the completion of the probationary period, the police officer's original date of hire will be used to determine eligibility for vacation leave, personal leave, retirement benefits, and other benefits based on seniority.

ARTICLE 36

VOLUNTARY TAX-DEFERRED SAVINGS PROGRAM

The Commission agrees to make available to all police officers a tax-deferred savings program through voluntary payroll deductions as permitted by current IRS Regulations. Such program shall be completely separate from the Police Pension Plan. The Commission shall choose the particular tax-deferred savings program to be utilized with the input of the Association.

ARTICLE 37

CANINE OFFICER/DOG CARETAKER

Section 1. All canines shall be owned by and be the sole property of the Department. The Department reserves the sole right to eliminate the program (dog and caretaker positions), as it deems in its best interests.

Section 2. The Department may assign a canine caretakers from its existing police officer roster. A caretaker shall not be placed in another job position classification or category, and shall remain at his/her current employment level and rate of pay, which shall not be affected solely by termination of the assignment.

Section 3. If the canine program is terminated, the caretakers shall have the "right of first refusal" to retain/accept the private care and ownership of the dog, at no purchase cost from the Department. If this occurs, the Department shall have no obligation for any expenses related to the dog.

Section 4. The Department shall provide at its cost the following for operation of the canine program:

- A. The trained dog.
- B. All certification training for the officer and canine, in accordance with Article 27 (Training).

C. Necessary property and liability insurance coverage for the canine and caretaker.

D. Kennel facilities, veterinary care, food, bedding, grooming, etc., as normal costs associated with this type of animal.

Section 5. The Department shall establish policies for the use of the canine by outside agencies, and the billing of costs for such outside use.

Section 6. The caretaker will be responsible to provide training to the dog and to log the training dates, time, and results for possible use in court proceedings.

Section 7. The caretaker shall provide only such off-duty care of the canine as is authorized by the Department, as ordered by the Chief of Police. The Commission agrees that each officer assigned to care for a canine while off duty shall receive a total of three hours of pay for such duties. The payments shall be arranged so that each such officer assigned to care for a canine off duty shall be permitted to leave his or her regularly scheduled shift thirty-minutes early with pay. Such extra pay is designed to provide compensation to the officer for providing the necessary care to the canine. If such officer is unable to leave his or her shift early on any given day due to an emergency, such officer shall also receive thirty minutes of pay at the appropriate rate for such care provided that the officer obtains authorization for such extra pay from the Chief of Police or his designee prior to the time such extra pay is incurred. The parties agree that the three hours of pay per week as described above is designed to compensate the officer for all off-duty care of the canine and no other pay will be required unless it is specifically authorized by the Chief of Police.

ARTICLE 38

PART-TIME OFFICERS

Section 1. The Commission may utilize part-time police officers to work on any detail for which the Commission is not reimbursed all labor costs by a third party. On such details, there must be a ratio of one (1) full-time officer to one (1) part-time officer so that the second officer assigned to such detail must be a full-time officer.

Section 2. Part-time officers may also be used to fill in for a scheduled full-time officer who is not available to work or is off due to:

A. temporary sickness, disability or illness;

B. a full-time police officer being off by taking a compensatory or personal day off or who is called to military training or duty; and

Whenever a part-time officer is utilized in such cases, full-time members of the bargaining unit shall have the right of first refusal to work the shift before any part-time officer is assigned in any case when the total number of scheduled full-time officers who are available to

work during that shift falls below five (5) officers. The reference to five (5) officers above is not intended to be and shall not be deemed or interpreted to be or require a minimum manning level. The reference to five (5) patrol officers is intended to be used solely for the administration of this part-time police officer provision. If for any reason, the Department shall drop to less than three participating municipalities and continue in existence, the above reference to five (5) police officers shall be changed to three (3) police officers.

Section 3. Part-time officers hired by the Commission shall not be part of the bargaining unit. Part-time officers may be hired in a manner and, through a process, that is not the same as that used to hire full-time officers; however, part-time officers must meet the same hiring qualifications and have Act 120 certification before being placed on duty.

Section 4. The residency requirement articulated in this agreement for full-time officers shall not apply to part-time officers.

Section 5. Part-time officers shall be able to work elsewhere and for other police departments or other law enforcement agencies; provided that the Commission may refuse to hire or continue to employ a part-time officer whose other occupation or job is deemed to be a conflict of interest with the performance of his or her police duties with the Commission.

ARTICLE 39

NEGOTIATIONS

The Commission and the Police Association acknowledge that this Agreement represents the results of collective bargaining negotiations between said parties conducted under and in accordance with the provisions of Act 111 and the Act 111 Interest Arbitration Award issued on November 9, 2012 and subsequent clarification letter dated March 13, 2013, and constitutes the entire Agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject matter, issue or thing whether specifically covered herein or entirely omitted. The Parties acknowledge, however, that during the first year of this Agreement, they will use their best efforts to negotiate and develop a pregnancy policy. The failure to achieve a negotiated policy within that one-year time frame, however, shall not cause to reopen this Agreement.

ARTICLE 40

PRORATION

Except as otherwise provided herein, all terms and conditions set forth in this Agreement which are based on an annual period of service shall be prorated for the first calendar year of the Department's existence and shall be prorated for officers who separate from or enter into employment with the Department during any calendar year.

ARTICLE 41

TERM OF AGREEMENT

This Agreement will become effective January 1, 2016 and shall remain in force and effect to and including December 31, 2020 or until modified by a mutually negotiated successor agreement or an Act 111 Arbitration Award.

WHEREFORE, the representatives of the Association and the Commission, intending to legally bind the Association and Commission, hereby affix their signatures.

STROUD AREA POLICE ASSOCIATION

STROUD AREA REGIONAL POLICE
COMMISSION



















