

**CONSOLIDATED COLLECTIVE
BARGAINING AGREEMENT**

**GLENOLDEN BOROUGH
POLICE DEPARTMENT**

January 1, 2014

through

December 31, 2017

INDEX

1.	BASE WAGES	1
2.	RANK DIFFERENTIAL	3
3.	NIGHT DIFFERENTIAL	3
4.	OVERTIME	3
5.	COURT TIME.....	4
6.	STAND-BY STATUS.....	4
7.	CALL-IN/CALL-BACK TIME.....	4
8.	HOLIDAY PAY	4
9.	FESTIVE HOLIDAYS	5
10.	NEW YEAR'S EVE	5
11.	LONGEVITY	5
12.	EDUCATION INCENTIVE.....	5
13.	SEVERANCE PAY	5
14.	CLEANING ALLOWANCE.....	6
15.	LIFE INSURANCE	6
16.	CIVIL LITIGATION LIABILITY INSURANCE AND LEGAL REPRESENTATION	6
17.	VACATION	6
18.	PERSONAL DAYS	7
19.	VACATIONS, PERSONAL TIME AND KELLY TIME OF OFFICERS HIRED ON OR AFTER 01/01/07.....	7
20.	DEATH IN FAMILY	7
21.	SICK LEAVE	7
22.	WORK SCHEDULES AND KELLY DAYS.....	7
23.	FOP REPRESENTATIVE	8
24.	HEALTH CARE COVERAGE	8
26.	MEDICAL IN RETIREMENT.....	12
27.	SURVIVOR'S BENEFITS	12
28.	DISABILITY; SERVICE-CONNECTED	13
29.	NON-SERVICE CONNECTED DISABILITY BENEFITS.....	14
30.	DISABILITY MEDICAL EXAMINATION	15
31.	GRIEVANCE AND ARBITRATION PROCEDURE.....	15
32.	HEART AND LUNG PROCEDURE	17
33.	WAGE COMMITTEE MEMBERS	20
34.	TERMINATION OF DEPARTMENT.....	20
35.	RESIDENCY	20
36.	PART-TIME OFFICERS	20
37.	LIGHT DUTY POLICY	22
38.	UNENFORCEABLE PROVISIONS	23
39.	GENERAL PROVISIONS	23

**CONSOLIDATED AGREEMENT
GLENOLDEN BOROUGH POLICE DEPARTMENT**

THIS AGREEMENT by and between the **Delaware County Lodge 27 of the Fraternal Order of Police** (the "FOP") and the **Borough of Glenolden** (the "Borough") and provides that:

WHEREAS, the FOP and the Borough have engaged in collective bargaining pursuant to the Binding Arbitration Act of 1968 and the parties reached an agreement concerning terms and conditions of the employment of the full-time police officers of the Borough of Glenolden for the four (4) calendar years commencing January 1, 2014, January 1, 2015, January 1, 2016, and January 1, 2017 (the "2014-17 Agreement"); and

WHEREAS, the Binding Arbitration Act of 1968 provides that settlements entered into as a result of collective bargaining shall be reduced to written agreement; and

WHEREAS, the 2014-17 Agreement was reduced to a written agreement that included a provision directing the parties to prepare and execute a Consolidated Agreement which sets forth a compilation of the written Agreements and Awards between the parties since the inception of collective bargaining, as modified from time to time by those documents, including this Agreement; and

WHEREAS, the Agreements and Awards proceeding the 2014-17 Agreement contained similar provisions regarding a consolidated agreement.

NOW, THEREFORE, the Borough and the FOP set forth the following Consolidated Agreement, effective January 1, 2014 through December 31, 2017, which represents a compilation of the written agreements and Awards between the parties:

1. **BASE WAGES.**

a. The following wage schedule shall apply to the period from January 1, 2014 through December 31, 2017:

Full time officers:

Beginning January 1, 2014, the annual base wage for each police officer shall be increased by three (3.0 %) percent, i.e., \$70,668.

Beginning January 1, 2015, the annual base wage for each police officer shall be increased by an additional three (3.0 %) percent, i.e., \$72,788.

Beginning January 1, 2016, the annual base wage for each police officer shall be increased by an additional three (3.0 %) percent, i.e., \$74,972.

Beginning January 1, 2017, the annual base wage for each police officer shall be increased by an additional three (3.0 %) percent, i.e., \$77,221.

Part-time officers:

Beginning January 1, 2014, Part-time officers will begin employment at an hourly rate of \$15.66.

Beginning January 2015, part-time officers will begin employment at an hourly rate of \$16.13.

Beginning January 1, 2016, part-time officers will begin employment at an hourly rate of \$16.61.

Beginning January 1, 2017, part-time officers will begin employment at an hourly rate of \$17.11.

After six months of employment, part-time officers shall be paid an additional fifty (\$.50) cents per hour.

After one year of employment, part-time officers shall be paid an additional fifty (\$.50) cents per hour.

After two years of employment, part-time officers shall be paid an additional fifty (\$.50) cents per hour.

b. In addition to the increase set forth above, the Borough may pay any part-time officer a greater hourly rate than that required by this CBA, if in the sole judgment of the Borough such greater rate is appropriate.

c. Unless the Borough determines that a higher rate of compensation is appropriate, any officer hired after January 1, 2007 will initially be compensated during the first four (4) years of continuous employment as follows:

Step A - seventy percent (70%) of the base salary then in effect for officers hired prior to January 1, 2007.

Step B - eighty percent (80%) of the base salary then in effect for officers hired prior to January 1, 2007.

Step C - ninety percent (90%) of the base salary then in effect for officers hired prior to January 1, 2007.

Step D - one hundred percent (100%) of the base salary then in effect for officers hired prior to January 1, 2007. The officer's

compensation will advance to the next step on the annual anniversary date of hire.

d. FOP DUES: The Borough is directed to deduct from salaries of the police officers, the monthly FOP dues only upon receipt of a properly signed authorization of said officer to make the deduction. Once an authorization is granted by an officer, it shall be effective during the balance of the calendar year following said execution and, unless withdrawn in writing, signed by the officer, shall continue from year to year thereafter.

2. RANK DIFFERENTIAL.

There shall be rank differential between Sergeant and Chief of eleven (11%) percent and between Sergeant and Patrolman of eleven (11%) percent. If a detective is appointed at a later date he shall receive the same compensation as a Sergeant. The base pay for Corporals shall be 3% above base. Without addressing the issue of whether the Chief of Police is or is not a member of the bargaining unit, it is intended that the benefits set forth in the Agreement shall apply to the Chief. The Borough may, at its option, provide additional benefits to the Chief, but the benefits enjoyed by him shall not be less favorable than those applicable to the police officers under his supervision.

3. NIGHT DIFFERENTIAL.

The Borough shall pay a night differential of eleven (11%) percent of each Police Officer's base pay for hours actually worked between 4:00 P.M. and 8:00 A.M. Night Differential Pay shall be paid two times per year with the first pay period for the month of June and with the first pay period for the month of December.

4. OVERTIME.

Officers shall be paid time and one-half for all overtime, irrespective of the nature of their work assignments. Overtime shall be any work in excess of the regularly scheduled hours. Accordingly, under the twelve (12) hours shift schedule, wherein officers are regularly scheduled for seven (7) twelve (12) hour shift during each regular fourteen (14) day cycle, overtime shall be any work performed in excess of the scheduled (12) hour shift and/or any work performed in excess of the seven (7) scheduled days.

Officers required to come to work when off duty (as distinguished from extension of the work day) shall receive minimum overtime pay for two (2) hours, but the officer must be available to perform police work for said two-hour period. The guarantee of two (2) hours may be reduced only at the officer's option and if he exercises such an option, he shall be paid only for the period of time worked, at time and one-half.

5. COURT TIME.

All time spent by any police officer in Court or at District Justice proceedings, outside regular duty time, shall be compensated at one and one-half (1 1/2) times the officer's regular hourly rate, subject to a minimum of two (2) hours of time and one-half pay. If the officer shall elect, he may report to the Police Department after court for duty, for a minimum of four (4) hours at time and one half pay (court time inclusive).

6. STAND-BY STATUS.

If an Officer is placed on "one hour call or stand-by status" for a Court appearance other than during his normal work shift, the Officer shall have the option to report to work for four hours while on standby for court and be compensated at one and one half (1 1/2) times their hourly rate or may elect not to report and not be compensated unless called to court. The Officer must notify the "Officer in Charge" of the desire to report to work prior to the date of the hearing or "standby status." If an Officer is actually called to Court, other than during his normal shift, he shall be paid time and one-half. If an Officer is placed "on one hour call or stand-by" and is then called to Court, other than during his normal shift, both occurring between 12:00 midnight and 11:59 P.M. in any one day, the Officer shall only be paid time and one-half.

7. CALL-IN/CALL-BACK TIME.

Should an officer be called in or called back to work when off-duty, the officer shall be paid one and one-half (1 1/2) times the officer's regular hourly rate for all hours worked during a normal shift. Call-in/call-back time shall be subject to a two-hour minimum.

8. HOLIDAY PAY.

a. The Officers shall receive fifteen (15) holidays per year (120 hours). The specified holidays shall be: New Year's Day, Presidents Day, Memorial Day, Flag Day, Good Friday, Easter, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and three (3) other days mutually agreed to by the Borough and the Officers.

b. Holiday pay shall be paid in June and December of each year. Seven (7) holidays shall be paid in June, and eight (8) holidays shall be paid in December. If an Officer separates from employment, the Officer shall be paid for any holidays that have occurred since the last holiday payment. For purposes of this separation payment, the three (3) undesignated holidays shall be deemed to fall on April 1, August 1, and December 1 of each year.

c. The Officers shall have the opportunity to convert up to eight (8) holidays or sixty-four (64) hours to personal days. Notification by the Officer converting said days must be made to the Borough Office prior to December 15 of the preceding year..

9. FESTIVE HOLIDAYS.

The following six (6) holidays are deemed "Festive Holidays": New Year's Day, Memorial Day, Independence Day, Labor day, Thanksgiving Day and Christmas Day. Hours worked on a Festive holiday shall be paid at double the officer's regular hourly rate. The overtime rate for hours worked on a festive day shall be one and one-half times the festive day rate (i.e., triple time).

10. NEW YEAR'S EVE.

All Police Officers working New Year's Eve between the hours of 4:00 P.M. and 12 Midnight shall be paid at time and one-half the officer's regular hourly rate.

11. LONGEVITY.

In addition to base salary, the Borough shall pay a longevity payment to each officer upon the completion of three (3) years of service the additional sum of three (3%) percent of said base salary, and for each year completed thereafter an additional one (1%) percent, to a total fourteen (14%) percent at the completion of fourteen (14) years, and an additional one (1%) percent at the completion of fifteen (15) years to a maximum of fifteen (15%) percent. Said longevity increment shall be computed as of the date of employment as a police officer, and said payment shall be included in the officer's weekly paycheck.

12. EDUCATION BONUS.

a. An officer hired on or before December 31, 2009, shall receive annually \$250 upon achieving 30 credits of post-high school training at an accredited college or university when the credits are related to police work or are credits received in educational efforts leading to an associate degree in police science. A policeman shall receive an additional \$250 (a total of \$500 annually) upon achieving 60 credits for the same purposes. These payments shall be made without regard to whether the credits were earned prior to or during the officer's employment. The Education Bonus amounts shall be in addition to wages received but shall not be considered part of base wages for any purpose.

b. The annual Education Bonus shall not be available to officers hired on or after January 1, 2010.

13. SEVERANCE PAY.

An officer, at the time of retirement (whether for service or disability), shall receive a severance pay in the sum equal to sixteen (16) hours for each full year of service at his then rate of pay. In no event shall the severance pay be less than the sum of

two hundred forty (240) hours at his then rate of pay, nor more than four hundred (400) hours at his then rate of pay.

14. CLEANING ALLOWANCE.

The Borough shall provide an annual cleaning allowance in the amount of \$400 per year.

15. LIFE INSURANCE.

Life insurance for each active officer shall be maintained with benefits in the amount of Fifty Thousand (\$50,000.00) Dollars with double indemnity. Each officer shall receive a paid-up life insurance policy at retirement with benefits in the amount of Fifteen Thousand (\$15,000.00) Dollars.

The Borough may supply the \$50,000 life insurance benefit for active officers by purchasing \$35,000 through group coverage and \$15,000 through individual coverage. Upon retirement, the officer will receive the paid up \$15,000 policy.

16. CIVIL LITIGATION LIABILITY INSURANCE AND LEGAL REPRESENTATION.

The Borough will provide personal civil liability insurance coverage in the amount of one million dollars for civil suits brought against a police officer in connection with the officer's performance of duty. In the event that criminal charges are brought against an officer in connection with his performance of duty, the Borough and the officer will attempt to agree upon such legal counsel. If agreement cannot be reached, the officer may select any Delaware County attorney. The reasonable cost of such representation shall be borne by the Borough only in the event the charges against the officer are withdrawn, dismissed or terminated by the entry of a *nolle prosequi* or by an adjudication of not guilty.

17. VACATION.

The officers shall receive vacation pursuant to the following vacation schedule:

<u>Completed Years of Service</u>	<u>Earned Vacation</u>
Beginning employment through 5 th year	2 weeks per year
Beginning of 6 th year through 10 year	3 weeks per year
Beginning of 11 th year through 15 th year	4 weeks per year
Beginning of 16 th year through 20 th year	5 weeks per year
Beginning on the 21 st year and thereafter	6 weeks per year

Each "week" of vacation equals five (5) eight (8) hour days (i.e., 40 hours of vacation time for each "week").

18. PERSONAL DAYS.

Each officer shall be entitled to a total of 48 hours of personal time. Personal time is not to be counted as sick leave and shall be granted upon approval of the Chief.

19. VACATIONS, PERSONAL TIME AND KELLY TIME OF OFFICERS HIRED ON OR AFTER 01/01/07.

The vacation, personal and Kelly-day allotment of a full-time police officer hired on or after January 1, 2007 shall be pro-rated during the calendar year in which they are hired (but such pro-ration of vacation, personal and Kelly-time shall apply only during the calendar year in which they are hired).

20. DEATH IN FAMILY.

Each Officer shall be allowed 40 hours off with pay for the death of the following members of his immediate family, to wit: Mother, Father, Wife, Children; and 36 hours off with pay for death of the following: Brother, Sister, Mother-in-Law, Father-in-Law, Grandparents.

21. SICK LEAVE.

Sick leave equal to 90 days per occurrence shall be granted on a non-cumulative basis.

22. WORK SCHEDULES AND KELLY DAYS.

The Borough instituted a new work schedule effective January 1, 1998, which provided for twelve-hour shifts, by agreement between the FOP president and the Borough. The institution of the 12-hour shift required that other, existing benefits be expressed in the Consolidated Agreement so as to be consistent with the new work schedule, without loss of benefit to the officers, on a basis that existing benefits measured in "days" shall be equivalent to eight hours. In the event that the officers' work schedule shall total more than 2080 hours within a calendar year, then each officer so affected shall be entitled to "Kelly days"; that is, hours the officer may take off in addition to all other leave (vacation, personal, compensatory time, etc.), the number of hours off being equal to the hours in excess of 2080 that the officer would otherwise be scheduled to work. For purposes of this Article, the work schedule is that number of hours that the officer would be scheduled to work throughout the year based on normal shifts and rotation of those shifts, and shall include all time which the officer would normally be at work, but does not work due to time-off as permitted by the contract, statute or practice (e.g., vacation, sick days, disability days, training/schooling days, etc.).

The parties agree that the new work schedule shall be subject to a minimum six (6) month trial period, whereafter the parties can agree to extend the new work schedule for additional periods of six (6) months. If, prior to the conclusion of any six (6) month

period, either party is dissatisfied with the schedule, that party shall give written notice to the other of its desire to meet and discuss changes to the work schedule. If the parties are unable to agree upon revisions to the then existing schedule, the parties agree that any dispute concerning the schedule will be submitted to arbitration under the procedures set forth in and with the effect of an Act 111 Award.

Kelly-day hours shall be pro-rated if the officer is out for more than sixty (60) calendar days in an inactive or non-working capacity or status (e.g., mid-year hiring/departure; sick leave or leave based on a work-related or non-work-related injury or condition).

23. FOP REPRESENTATIVE.

The FOP representative shall be granted time off from a regular scheduled shift with pay to attend monthly FOP meetings.

24. HEALTH CARE COVERAGE.

During the term of this Agreement there shall be provided by the employer to the eligible Bargaining Unit Members health insurance benefits including medical, dental, vision and prescription under the following terms:

a. 2014. During calendar year 2014, the Employer agrees to contract with Independence Blue Cross/Pennsylvania Blue Shield or like provider to provide Personal Choice Flex Plan C1/F2/01 with a 5/10/25 prescription benefit. The Borough shall reimburse each active officer/eligible dependents up to \$500 per year for out of pocket medical expenses. The \$500 per year limit applies to the aggregate expenses incurred by the officer and dependents, not \$500 per year per person.

b. 2015-2017.

1. Coverage

Effective January 1, 2015, or as soon as practicable thereafter, the medical insurance for active police employees may be replaced with the Personal Choice HD1-HC1 medical and prescription plan. A summary of the plan design for this benefit is set forth as Exhibit "A" to this Agreement.

2. Health Savings Account (HSA)

Beginning in 2015, the Borough shall contribute to a Health Savings Account (HSA) for each Officer otherwise eligible for health care coverage. The amount of this contribution shall be One Thousand Five Hundred Dollars (\$1,500.00) in each year in which the Officer elects single coverage, or Three Thousand Dollars (\$3,000.00) in each year in which the Officer elects coverage other than single. The Borough's HSA contributions shall be made on the first business day of January 2015, 2016, and 2017, or

as soon as reasonably feasible thereafter. If, based upon a "qualifying life event," an Officer's tier of coverage (e.g., single, family, etc.) changes after the Borough's contribution is made for that calendar year, the HSA contribution shall remain unchanged for that calendar year notwithstanding the change in coverage. Officers may further contribute to their HSA up to the legal maximum and subject to IRS regulations.

The \$500 health care reimbursement provided by the Borough under Article 24(a) shall be considered subsumed within the Borough's annual \$1,500/\$3,000 HSA contributions referenced above, and shall be discontinued as a separate benefit.

When an Officer separates (voluntarily or involuntarily) from his or her employment with the Borough after the start of a new calendar year, and if the Officer is no longer eligible under this Agreement for Borough-provided health insurance, any portion of the Borough's HSA contribution that has not yet been earned and remains unused shall operate as an offset for the Borough against any other separation payments to which the Officer is entitled (for example, severance, paid leave time, *etc.*). Solely for purposes of this offset, HSA contributions shall be deemed earned by an Officer at the rate of one-twelfth (1/12) per month.

To the extent the Borough's HSA obligations as set forth above are inconsistent with any applicable law or IRS regulations, the parties agree to promptly negotiate a resolution.

c. Change in Providers. The Borough shall have the right to change healthcare providers so long as the new coverage is equal to or better than the existing coverage and the cost to the Officers is the same. If impacted by such change in providers, any new dental and vision coverage shall be equal to the coverage in effect November 11, 1993.

d. Limited Reopener; Expedited Arbitration

In the event that the Borough's health care premiums for active police employees increase by more than ten percent (10%) in any given year beginning as of 2016 (including if attributable to Cadillac tax liability), the Borough shall have the option of reopening this contract to address potential changes to the health care plan, including but not limited to plan design/platform changes and potential employee premium contributions.

Any such reopener shall be commenced by the Borough giving notice to the Union within thirty (30) days following the Borough's receipt of its final renewal rates for a particular year. Once the contract is reopened by the Borough, it is agreed that the Borough and the Union shall meet promptly in an attempt to reach an amicable resolution.

In the event no resolution is reached, an interest arbitration hearing shall occur no later than sixty (60) days following the Borough's reopener request, which shall be

presided over by a tripartite panel consisting of the following: Walter H. DeTreux as the neutral arbitrator; labor counsel to the Borough (Ryan J. Cassidy, Esq.); and labor counsel to the Union (Joseph W. Chupein, Jr., Esq.). A decision shall be rendered by the arbitration panel within ninety (90) days following the Borough's initial request to reopen the contract.

In the event that the Borough shall reopen the contract as set forth in this provision, the Union shall have the ability to also propose the addition of a Deferred Retirement Option Program.

25. PENSION.

a. Age and Service (Superannuation) Retirement. All police Officers shall have the option of retiring after attaining age 50 and having completed twenty-five (25) years of service; said pension payment to be calculated on the basis of the gross pay (W-2 form) for the last 36 months of employment but excluding any payment for comp time, accumulated sick time, accumulated vacation or bonuses. In the event of an unfunded liability in the Police Pension by reason of the aforesaid retirement provisions, the Borough shall be obliged to pay over to said fund the sums determined to be necessary by an actuarial study to render the fund sound for such retirement privilege.

b. Early Retirement. The Borough shall amend its current Police Pension Plan and applicable ordinances to provide for an early retirement benefit after twenty (20) years of service, regardless of age, as authorized by Act 24 of 1998. The early retirement pension benefit shall be computed in accordance with the vesting and actuarial reduction requirements of Act 24 and Act 600.

c. A cost of living increase for all members of the police force receiving retirement benefits shall be provided by the Borough, which increase shall not exceed the percentage increase in the Consumer Price Index from the year in which the retired police officer last worked; shall not exceed 75% of the salary determined for computing the retirement benefit and provided that the cost of living increase not exceed thirty (30%) percent.

d. The 1981 Arbitration Award provides: "Any officer who shall serve as an active police officer of the Borough for any period in excess of twenty-five (25) years shall receive an additional sum of One Hundred (\$100.00) Dollars per year for each year completed in excess of the twenty-five (25) years, said length of service increment to be paid in addition to the other monthly pension or retirement allowances. This provision is included in this Consolidated Agreement with the understanding that it is the position of the FOP that the inclusion of this provision in the 1981 Award granted "Request #5 - Retirement C." of the FOP demands submitted to the 1981 Arbitration Panel, which would require that an officer who completes a 26th year of service would be entitled to an additional sum of \$100 in the monthly pension received by that officer. The Borough does not agree with this interpretation. The parties have agreed to defer the resolution of this dispute as to the effect of the 1981 Arbitration Award until such time as

the Borough may seek to apply its interpretation of that provision to a retiring officer or the parties resolve the dispute through collective bargaining.

e. Pursuant to the provisions of the Police Pension Fund Act of May 2, 1956, P.L. 1804, *et seq.*, as amended, 53 P.S. 767, *et seq.*, dealing with the offset in retirement payments for social security benefits received, all social security offsets for persons retiring hereafter shall be eliminated from the calculation of retirement benefits; except, however, that when payments are made without any offset if the retirement fund is not actuarially sound and it is necessary for additional contributions to make the fund sound, the police officers shall each contribute from their salary a percentage to make the fund sound up to the maximum percentage contributable. If at any time from an actuarial study it is determined that the fund, because of the elimination of the social security offset, will not be actuarially sound, the police then employed will contribute a percentage of their salary necessary to accomplish the requisite soundness up to the maximum amount as authorized by law. This condition shall be deemed to occur if the funds received from the Commonwealth of Pennsylvania from foreign casualty insurance companies as well as from other sources are insufficient.

f. The Borough shall provide a vested pension benefit under which, after completing twelve (12) years of total service, if the officer for any reason ceases to be employed as a full-time police officer by said Borough, he should be entitled to vest his retirement benefits by filing with the Borough within ninety (90) days of the date he ceases to be a full-time police officer, a written notice of his intention to vest. Upon reaching the date which would have been his superannuation retirement date, if he had continued to be employed as full-time police officer, he should be paid a partial superannuation retirement allowance, determined by applying the percentage his years of service bears to the years of service which he would have rendered had he continued to work until his superannuation retirement date to the gross pension, using, however, the monthly average salary during the appropriate period prior to his termination.

g. Military Service. Any member of the police force who has been a regularly appointed employee of the municipality for a period of at least six months and who thereafter shall enter into the military service of the United States, shall have credited to his employment record for pension or retirement benefits all of the time spent by him or her in such military service, provided the member returns or has heretofore returned to employment within six months after separation from military service.

Any member of the police force who was not employed or employed for less than six months by the municipality prior to entering military service shall be entitled to purchase full service credit for each year of military service or fraction thereof, not to exceed five years. The amount due for the purchase of credit for military service other than intervening military service shall be computed by applying the average normal cost rate for borough and township police pension plans as certified by the Public Employee Retirement Commission, but not to exceed ten percent (10%), to the member's average annual rate of compensation over the first three years of municipal service and multiplying the result by the number of years and fractional part of a year of creditable

non-intervening military service being purchased, together with interest at the rate of four and three-quarters percent (4 $\frac{3}{4}$ %) compounded annually from the date of initial entry into municipal service to the date of purchase.

Any member of the police force shall be eligible to receive service credit for intervening and non-intervening military service as hereinabove provided so long as the member is not entitled to receive, eligible to receive now or in the future, or is receiving retirement benefits for such service under a retirement system administered and wholly or partially paid for by any other governmental agency with the exception of a member eligible to receive or receiving military retirement pay earned by a combination of active duty and non-active duty with a reserve or national guard component of the armed forces which retirement pay is payable only upon the attainment of a specified age and period of service under 10 U.S.C. Ch. 67 (relating to retired pay for non-regular service).

h. If an actuarial study determines that the Borough's minimum municipal obligation (MMO) to the pension fund can be satisfied by State Aid attributable to the police employee units, then the Borough agrees to reduce the police officer contribution from five (5%) percent to the lowest percentage possible without the Borough incurring a MMO to the pension fund which cannot be satisfied by State Aid attributable to the police employee units.

i. Any future changes to the current Pension Plan, to the extent permitted under Act 600, shall be negotiated and will require an actuarial study. Changes not permitted under Act 600 shall not be considered.

26. MEDICAL IN RETIREMENT.

The Borough shall provide health insurance benefits for the Officer and Family at the same terms, including all co-payments and deductibles, as a current Officer, with the exception that when an Officer reaches the age of Medicare eligibility, the Borough will purchase a "Medicare" wrap around policy to supplement the primary Medicare benefits received. Officers electing early retirement shall receive post-retirement medical benefits in the same manner as would be provided had they retired on the basis of age and service (superannuation) as of the date of their early retirement.

27. SURVIVOR'S BENEFITS.

a. In the event that a police officer is killed in service, survivor benefits to the officer's family (other than medical benefits) shall be provided solely by the Commonwealth pursuant to the provisions of Act 51 of 2009 and not chargeable to the Borough. In the event that Act 51 is repealed, or if such benefits cease to be provided by the Commonwealth, the parties agree to immediately commence negotiations for a replacement benefit.

b. The survivors of an officer killed in service shall receive all medical benefits which they would have received had the officer continued in service until the

normal retirement date, after which the survivors shall receive the medical benefits which would have been provided to those persons after the officer's retirement as of the normal retirement date; however, the Borough's obligation to provide such medical benefits shall be suspended during any period in which the survivors receive the same benefit from another source.

c. In the event that a member of the police force dies survived by a spouse or child(ren), after having become eligible to receive a pension benefit, then a monthly pension benefit shall be provided. A member shall be considered eligible to receive a pension benefit if the member has performed at least twelve years of service.

(i) The monthly pension benefit is payable to the surviving spouse until death, then to surviving children under the age of eighteen (18) years or if attending college, under or attaining the age of twenty-three (23) years. Attending college shall mean the eligible child(ren) are registered at an accredited institution of higher learning and are carrying a minimum course load of seven credit hours per semester. Children shall include step-children, adopted children, and any child of the member conceived before the time of the member's death.

(ii) In the event the member was already receiving a pension, or had met the age and service requirements but had not yet retired, the monthly pension shall be paid immediately following the death of the member. The amount of the monthly pension shall be 50% of the pension the member was receiving or would have been entitled to receive if the member had been retired at the time of death.

(iii) In the event a member dies after completing twelve (12) years of service but was not yet eligible for retirement, the survivor(s) shall be entitled to: (a) receive repayment of all money which the member invested in the pension fund plus increases in value of the member's investment in the pension fund (unless the member has designated another beneficiary for this purpose); or (b) receive the vested benefit, whereby the survivor(s) shall receive a monthly benefit which shall be 50% of the member's vested monthly benefit, as of the date the member would have been eligible to receive the member's vested benefit.

c. Benefits paid to the survivor(s) of an officer who retired due to service-connected disability shall be offset or reduced by benefits for the same injuries received by the survivors under the Social Security Act.

28. DISABILITY; SERVICE-CONNECTED.

a. Officers Hired Before January 1, 2015

If an Officer hired before January 1, 2015 is permanently disabled from performing police work for the Borough as the result of a service connected disability, the Officer shall receive seventy-five percent (75%) of his wages (which will include all monies received in the twelve (12) month period preceding retirement) plus full Blue

Cross/Blue Shield coverage including the Major Medical Benefit Plan, for the officer and family, as well as any other hospital and medical benefits in effect at the time of retirement without any offset for Workers' Compensation. Such benefit shall be offset by Social Security Disability ("SSD") income received by the Officer due to the same injury or illness that resulted in the service connected disability pension. This pension should continue until the death of the Officer and thereafter to the Officer's survivors, as defined by Act 600. In no event should the Officer's pension (exclusive of benefits) exceed One Hundred percent (100%) of his wages after taxes as received in the twelve (12) months period preceding retirement.

b. Officers Hired On or After January 1, 2015

If an Officer hired on or after January 1, 2015, is permanently disabled from performing police work for the Borough as the result of a service connected disability, the Officer shall receive fifty percent (50%) of his wages (which will include all monies received in the twelve (12) month period preceding retirement) plus full Blue Cross/Blue Shield coverage including the Major Medical Benefit Plan, for the Officer and family, as well as any other hospital and medical benefits in effect at the time of retirement without any offset for Workers' Compensation. If such Officer qualifies for Social Security Disability ("SSD") income due to the same injury or illness that resulted in the service connected disability pension, the disability pension shall be seventy-five percent (75%) of his wages, subject to an offset for the SSD income received. This pension should continue until the death of the Officer and thereafter to the Officer's survivors, as defined by Act 600. In no event should the Officer's pension (exclusive of benefits) exceed One Hundred percent (100%) of his wages after taxes as received in the twelve (12) month period preceding retirement.

c. Regardless of an Officer's date of hire, the duty to provide the above mentioned hospitalization and medical benefits shall be suspended in the event said disabled Officer shall receive other employment or his spouse or other family member shall have employment which will provide hospitalization, medical and surgical and major medical benefits which will include said disabled Officer with no lapse in coverage.

29. NON-SERVICE CONNECTED DISABILITY BENEFITS.

If an Officer hired before January 1, 2015 is permanently and totally disabled as a result of a non-service connected disability, the officer shall receive a disability pension that is fifty percent (50%) of his/her annual base salary at the time of retirement until the officer returns to work or until death. An officer shall not be eligible for this pension if the disability: (a) was intentionally self-inflicted; (b) resulted from the use of drugs or alcohol; or (c) resulted from employment other than as a police officer for the Borough. The disabled officer shall be entitled to purchase – through the Borough – medical insurance coverage (as then offered by the Borough); provided, however, that such coverage shall be at the cost of the individual officer and not at the cost of the Borough.

This non-service connected disability benefit shall not be available to Officers hired on or after January 1, 2015.

30. DISABILITY MEDICAL EXAMINATION.

The 1985 Arbitration Award provides as follows:

“The determination of any disability, if necessary, shall be by a doctor selected and paid by the Borough. The Borough may annually, and more frequently if there is cogent reason therefore, require any pensioner, who has not reached his/her normal retirement date, to undergo a medical examination to verify continued eligibility. Should the doctor find that the pensioner is no longer disabled, then the pension shall cease and the pensioner may either return to work or, if eligible, vest his pension. Should the officer/pensioner disagree with the findings of the doctor selected by the Borough, he/she shall have the right to be examined by a doctor of his/her choice at the expense of the officer. If the findings of the officer’s or pensioner’s doctor are contrary to those of the Borough’s doctor, then the officer shall have the right to the opinion of a third doctor who shall be selected by mutual agreement and whose findings shall be conclusive. The expense of the third doctor shall be shared equally by the Borough and the officer.”

This provision is included in this Consolidated Agreement with the understanding that it is the position of the FOP that such provision relates solely to the non-service-related disability. It is further understood that the FOP has reserved its right to contend, at such time as the Borough may seek to invoke that provision, that such provision is unlawful, inconsistent with municipal police pension law and/or is unenforceable and/or inapplicable as it relates to service-connected disability pensions.

31. GRIEVANCE AND ARBITRATION PROCEDURE.

a. General.

“Grievance” means any dispute involving the application or interpretation of any provision of this Agreement or any arbitration award rendered between the parties, as well as any matters of discipline including dismissal, suspension, demotion and reprimand.

“Grievant” means the person asserting the claim resulting in a grievance. The FOP is a “person” within the meaning of this definition.

The time limits set forth herein may be extended by mutual written agreement of the Parties.

The grievant shall be entitled to representation by the FOP, or other representative of his choice, at Level I and II of this procedure.

“Days” shall mean work days of Monday through Friday, exclusive of holidays.

If a grievance is not appealed to the next level within the applicable time limit, it shall be considered settled on the basis of the Borough’s last answer.

Where any statutory remedy is provided for resolution of the grievance, the election of a grievant to pursue such remedy shall constitute a waiver of his right to pursue the grievance procedure here provided, and his election to pursue the grievance procedure here provided shall constitute a waiver of his right to pursue such statutory remedy. The election of the officer shall be irrevocable.

- b. Any Grievance shall be resolved in the following manner:

Level I. Public Safety Committee

No later than thirty (30) days after the employee becomes aware of an event which leads to a grievance, the employee may present his grievance, orally or in writing, to the Borough Public Safety Committee. The Committee shall meet with the grievant and his representative within seven (7) days of the presentation of the grievance to attempt to resolve the dispute. The Borough shall inform the officer of its decision not later than seven (7) days following the meeting.

Level II. Borough Council

In the event the grievant is not satisfied with the Public Safety Committee’s disposition of the grievance, or in the event no decision has been rendered within the time limits at Level I, the grievance may be referred to Borough Council by written request made within seven (7) days following the decision at Level I, or within seven (7) days following the date such decision was due. Borough Council shall meet with the grievant and his representative to attempt to resolve the dispute within ten (10) days following referral of the grievance to Council. Borough Council shall inform the grievant of its decision, in writing, within seven (7) days of the meeting. A copy of this decision will be provided to the FOP representative (if such representative has been designated by the grievant).

Level III. Arbitration

Unless the parties shall otherwise mutually agree, the following procedure for arbitration shall be followed:

- (i) An appeal from an unfavorable decision of the Borough Council may be initiated by the FOP serving upon the Borough Council a notice in writing of the intent to proceed to arbitration within ten (10) days after the response to the grievance at Level II is received by the FOP or the expiration of the time provided for such response.

Such notice shall specify the issue or issues in dispute and shall request the appointment of a board of arbitration.

(ii) The board of arbitration shall be composed of three persons, one appointed by the Borough, one appointed by the FOP, and the third member to be agreed upon by them. The Borough-appointed and FOP-appointed arbitrators shall be appointed within five (5) days from the date of the request for the appointment of the board of arbitrators. If, after a period of ten (10) days from the date of the appointment of the two party-appointed arbitrators, the third arbitrator has not been appointed by them, then either party-appointed arbitrator may request the American Arbitration Association, or its successors in function, to furnish a list of three members of said association who are residents of Pennsylvania from which the third arbitrator shall be selected. The arbitrator appointed by the Borough shall eliminate one name from the list within five (5) days after publication of the list, following which the arbitrator appointed by the FOP shall eliminate one name from the list within five (5) days thereafter. The individual whose name remains on the list shall be the third arbitrator and shall act as chairman of the board of arbitration. The board of arbitration thus established shall commence the arbitration proceedings within ten (10) days after the third arbitrator is selected and shall make its determination within thirty (30) days after the appointment of the third arbitrator, unless the parties shall agree to a longer period of time for such determination.

(iii) The fees and expenses of the chairman of the board of arbitration and any administrative fees of the American Arbitration Association shall be shared equally by the parties.

(iv) The determination of the majority of the board of arbitration thus established shall be final on the issue or issues in dispute and shall be binding upon the Borough, the FOP and the police officer(s) involved. Such determination shall be in writing and shall set forth the board of arbitration's opinion and conclusions on the issue or issues in dispute.

32. HEART AND LUNG PROCEDURES.

PURPOSE

To provide a formal procedure to afford prompt and equitable treatment to all police officers of the Glenolden Borough Police Department who are injured or who are otherwise disabled as a result of the performance of their duties.

COVERAGE

This procedure is established for all sworn police officers of the Glenolden Borough Police Department.

DEFINITIONS:

WORK RELATED INJURY - Any injury or illness arising from the performance of the officer's duties. All such injuries or illnesses shall be considered as temporary until medically determined to be otherwise. The term "Work Related Injury" may also be referred to as "IOD" (Injured on Duty).

POLICE OFFICER - Any sworn police officer of the Glenolden Borough Police Department, (Unless otherwise specified, masculine references shall include the feminine and the singular shall include the plural and vice-versa.)

FOP - Pennsylvania Fraternal Order of Police, Delaware County Lodge No. 27 - the collective bargaining representative of the Glenolden Borough police officers.

PROCEDURE

a. All police officers must report any work related injury or illness as soon as possible, but within twenty-four (24) hours, to the Chief of Police or highest ranking officer when the Chief of Police is unavailable.

b. The injured officer, if able, will provide a written report about the injury within twenty-four (24) hours; if the injured officer is unable to prepare this report, the immediate supervisor or the officer assigned to investigate the incident will prepare a basic injury report within twenty-four (24) hours.

c. Any officer injured on duty, who goes to a hospital for emergency treatment and is subsequently sent home, will be immediately covered under the Heart and Lung Act and receive the benefits accorded thereby.

d. Any officer injured on duty shall fully cooperate in the processing of a claim for Workers Compensation benefits or any other benefits permitted by law or pursuant to previous agreements between the Borough and the FOP.

e. Any officer who is injured on duty may seek medical attention from a physician(s) of his choice and shall provide a medical report to the Borough Manager's office within seven (7) days.

f. Any officer out on IOD may be requested by the Township to see a physician of the Borough's choosing. All costs, including mileage in excess of twenty (20) miles round trip, will be borne by the Borough. A copy of any reports prepared by the Borough physician will be provided to the injured officer within seven (7) days after being received by the Borough.

g. If an officer has a reoccurrence of a past IOD injury or illness, he shall follow the procedure as outlined in paragraph number 1. If the officer is requested to

provide a physician's report, it shall be provided to the Borough Manager's office within seven (7) days.

h. After an officer suffers a work-related injury (or reoccurrence of a past work-related injury or illness), the Borough Manager shall then make immediate arrangements for the proper dispensation of benefits:

- (i) Full pay and all benefits as accorded by the collective bargaining agreement. The officer will receive his full pay less normal deductions. (e.g. FOP Dues and pension contribution). FOP agrees to indemnify and hold Borough harmless for any taxes that are subsequently deemed payable including any interest and penalties.
- (ii) Payment of all related medical bills will be paid by the Borough or its Workers Compensation carrier.

i. If an officer believes he has been improperly denied Heart and Lung benefits, he may request a hearing before the Borough Council. Such hearing shall be held within twenty (20) business days (Monday through Friday, excluding national holidays) of the request, unless an extension has been agreed to by the parties. Bona fide requests for extensions shall not be unreasonably denied. At the hearing, the police officer shall have the right to counsel, the right to call witnesses and introduce documents, the right to a transcript of the proceedings and a right to submit deposition testimony from medical authorities.

j. The Borough Council shall render a written decision within forty-five (45) days from the date of the hearing.

k. If the Borough believes that an officer is improperly receiving or otherwise is not entitled to Heart and Lung benefits, they shall notify the officer in writing of the decision and intent to terminate the benefits. Thereafter, the officer shall have the right to demand a hearing by submitting a written request within seven (7) days from receipt of the notice. That hearing shall be conducted in accordance with procedures set forth in Paragraphs 9 & 10.

l. Any officer out on IOD will provide bi-weekly updates as to his continuing disability. The officer will provide quarterly medical statement(s) from his treating physician(s).

Any officer while out on IOD and receiving Heart and Lung Act benefits, will sign over to the Borough all Workers Compensation checks received by the officer of the Borough for the period during which Heart and Lung Act benefits are received.

m. Heart and Lung Act benefits will be discontinued when: (1) the officer returns to full duty, after clearance for such duty from his physician and, if requested, from the Borough physician; (2) the officer returns to alternate temporary police duties, made

available by the Borough, consistent with the medical limitation imposed by the officer's physician(s) with full pay and benefits; or (3) at such time that the officer *is* determined to be permanently disabled.

n. If the officer's physician and Borough's physician disagree concerning the current status of the injury or illness, or the permanency of same, the procedure set forth in paragraphs 9 & 10 shall be followed.

33. WAGE COMMITTEE MEMBERS.

The Borough shall allow duly designated wage committee members full pay at straight time for attendance at negotiating and arbitration sessions.

34. TERMINATION OF DEPARTMENT.

If for any reason Council terminates the police department or reduces the number of full time officers, any officer thereby dismissed shall receive as severance pay a sum equal to one year's full pay including all hospital and medical benefits agreed upon by this contract. This provision shall not apply where the police department is merged with another police department or absorbed by another police department and a police officer is given the opportunity to continue his employment in said new department under substantially the same terms and conditions as are set forth herein. Also, this provision shall not apply to dismissal for cause based upon charges made against a police officer in accordance with the procedures established under the Borough Code.

Payments made to individual officers pursuant to this provision shall be offset by Unemployment Compensation benefits received by such officers. Receipt of such benefits will be promptly reported to the Borough by the officer. Failure to apply for or report receipt of Unemployment Compensation benefits to the Borough will result in forfeiture of payment under this provision.

35. RESIDENCY.

All previously existing restrictions on residency shall be eliminated.

36. PART-TIME OFFICERS.

The Borough may utilize part-time officers, but only after having bargained with the FOP regarding the terms and conditions of employment applicable to their employment. It is further understood and agreed that the employment of part-time officers is intended solely to supplement the full-time manpower and shall cause no reduction in the number of full-time officers. The following terms are applicable to the Borough's use of part-time officers:

a. Part-time police officers can be hired at will and will serve at the pleasure of the Mayor. A written test may be administered at the discretion of the Borough.

- b. No polygraph test will be required, unless deemed appropriate.
- c. Part-time officers will be required to meet all Pennsylvania Municipal Police Officer Education and Training Commission requirements.
- d. A part-time officer leaving the force prior to completing one year of service will be responsible for all costs incurred by the Borough during their hiring process.
- e. The shift of a full-time officer who calls out sick may be filled by a part-time officer on the fourth shift of any sick out. Part-time officers may be used to continue to fill the shifts, until the full-time officer returns to work. As it has not been the practice of the Glenolden Police Department to fill the shifts of officers who report off sick, the Borough reserves the right to fill these shifts as deemed necessary.
- f. Part-time offices may be used to fill the shifts of any full-time officer that is unable to work due to an on- or off-duty injury.
- h. Part-time officers may be used to fill a shift that falls on a holiday for a full-time officer that calls out sick.
- i. Part-time officers may be used to cover personal days, Kelly days, vacation days, and comp days for full-time officers.
- j. In the event that a shift becomes available, and no full-time officer is available to work the shift, then a part-time officer may be used to fill the shift, in place of a full-time officer.
- k. Part-time officers will not receive medical and or others benefits currently offered to full-time officers by the Borough.
- l. Part-time officers will be required to have a payroll deduction of F.O.P. dues. The amount of the deduction will be based upon the average number of hours worked in the preceding month. If the average hours worked per week are less than 20, the deduction will be \$15.00 for that month. If the average hours worked exceeds 20, the deduction will be \$26.00.
- m. Part-time officers work solely at the discretion of the Glenolden Police Department.
- n. Part-time officers who work one thousand (1,000) or more hours in any year shall be entitled to two (2) paid days off during the following year, one in the first six (6) months and the second during the second six (6) months.

37. LIGHT DUTY POLICY (ALTERNATIVE POLICE DUTIES).

Any officer who is receiving Heart & Lung Act benefits may be assigned to Alternative Police Duties (APD) subject to the following conditions:

a. "Alternative Police Duties" shall be limited to the following assignments:

(1) Answering the telephone at the Police Station regarding police matters

(2) Receiving complaints at Police Headquarters and preparing reports regarding those complaints

(3) Preparing criminal complaints

(4) Processing other law enforcement reports to assist other officers (such services shall not include duties performed by the civilian administrative employees)

(5) Other law enforcement duties directly related to the operation of the Police Department which are approved by the FOP and the officer's physician.

An officer of APD shall be permitted to carry their firearm for personal safety. An officer shall not wear their uniform but will be required to wear business casual attire.

b. APD shall be scheduled Monday through Friday beginning not earlier than 7:00 a.m. and ending not later than 7:00 p.m. Hours of work may be set at eight (8) hours per day or twelve (12) hours per day (not more than 80 hours per a 14-day period), subject to medical approval.

c. Assignments to APD shall be made in compliance with all restrictions placed upon the officer by his/her treating physician with regard to both physical capacity and maximum hours of work.

d. An officer assigned to APD shall be released from scheduled APD with pay to attend any medical rehabilitation or diagnostic treatment or other medical service related to the injury or illness.

e. An officer assigned to APD shall be paid for all holidays at the rate which the officer would have earned had the officer not been assigned to APD. By way of illustration, if the officer would have been scheduled to work a festive holiday during a period while on APD, an equal number of hours worked by that officer during that week on APD shall be paid at the festive rate.

f. Officers assigned to APD shall receive night differential pay for all hours that they would have been normally scheduled but for the fact that they are injured and working APD.

g. An officer assigned to APD may consent to hours of work between 7:00 p.m. and 7:00 a.m. Terms of that schedule shall be established in advance and consent to such schedule shall be obtained from the officer and the FOP beforehand. Any other proposed changes shall likewise require consent of the officer and the FOP.

h. APD is designed for temporary disability ONLY and is not meant to create a permanent reassignment to light duty. Nothing herein shall be construed to limit, reduce, replace or otherwise affect an officer's entitlement to a service-connected disability pension for which that officer qualifies.

38. UNENFORCEABLE PROVISIONS.

In the event any of the items provided for in this contract are considered unenforceable by the Borough or shall be declared unlawful, then the total value to the police force of the said benefits shall be computed and paid to all of the members of the police department on a per capita basis as part of each officer's annual salary. In the event of a dispute over the value of any benefits such dispute shall be resolved by arbitration through the American Arbitration Association following the procedures and costs as set forth in Act 111.

39. GENERAL PROVISIONS.

In that some mutually agreed terms and conditions of employment or benefits previously enjoyed or awarded have not heretofore been reduced to writing and may be inadvertently omitted from the Agreement the parties were directed to prepare, the FOP and the Borough agree that such mutually agreed upon terms, conditions or benefits of employment shall continue in accordance with past practice.

{the remainder of this page intentionally left blank}

