

CONSOLIDATED COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

COUNCIL OF THE BOROUGH OF LANSDOWNE

AND

DELAWARE COUNTY LODGE NUMBER 27

FRATERNAL ORDER OF POLICE

ON BEHALF OF THE OFFICERS OF THE

POLICE DEPARTMENT OF THE BOROUGH OF LANSDOWNE

CONSOLIDATING THE AGREEMENT FOR THE TERM OF

JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

WITH AND AS AMENDED BY

THE EXECUTED AGREEMENT FOR THE TERM OF JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

AND WITH AND AS AMENDED BY

THE MEMORANDUM OF UNDERSTANDING DATED DECEMBER 10, 2004

AND WITH AND AS AMENDED BY

THE ARBITRATION AWARD DATED JANUARY 31, 2011

FOR THE TERM OF JANUARY 1, 2010 THROUGH DECEMBER 31, 2012.

AND WITH AS AMENDED BY

THE MEMORANDUM OF AGREEMENT DATED May 6th 2013

FOR THE TERM OF JANUARY 1ST 2013 THROUGH DECEMBER 31ST 2015

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THIS AGREEMENT, by and between THE COUNCIL OF THE BOROUGH OF LANSDOWNE hereinafter "the Borough") and DELAWARE COUNTY LODGE NO. 27 FRATERNAL ORDER OF POLICE, on behalf of the Police Department of the Borough of Lansdowne hereinafter "the Police")

WHEREAS, Act No. 111, dated June 24, 1968, 43 Pa. Stat. Ann. § 217.1 et seq., provides for collective bargaining for policemen employed by a political subdivision of the Commonwealth of Pennsylvania; and

WHEREAS, the parties entered into a Consolidated Agreement for the period 2006-2009; and

WHEREAS, the parties have reached an agreement concerning the terms and conditions of the employment of police officers of the Borough for the four (4) calendar years commencing January 1, 2010 and ending December 31, 2011; and

WHEREAS, the parties now intend to reduce the terms and conditions of their updated and restated Agreement to writing.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
RECOGNITION

The Borough hereby recognizes Delaware County Lodge #27, Fraternal Order of Police as the sole and exclusive representative for purposes of collective bargaining as that term is defined in the Pennsylvania Labor Relations Act and Act 111 for all employees in the bargaining unit as defined in this Article. This Agreement shall cover all police officers in the bargaining unit as certified by the Pennsylvania Labor Relations Board in Case No. PF-R-80-39-E.

ARTICLE II
DUES DEDUCTION

§ 1. The Borough agrees to deduct Lodge No. 27 F.O.P. dues each month from the pay of those employees who authorize such deductions in writing. The amount to be deducted shall be certified to the Borough by the F.O.P. and the aggregate deductions of all employees shall be remitted, together with itemized statement, to the F.O.P. by the last day of the succeeding month, after such deductions are made.

§ 2. Lodge No. 27 F.O.P. shall indemnify and hold the Borough harmless against any and all claims, suits, orders, or judgments brought or issued against the Borough as a result of any action taken or not taken by the Borough under the provisions of this Article.

ARTICLE III
HOURS

§ 1. The 12 hour work schedule for patrol officers shall be implemented on a permanent basis. The shifts will be 07:30 through 19:30 (Day Shift) and 19:30 through 03:30 (Night Shift).

The schedule may also provide for a "Power Shift" (e.g. 10:00 to 22:00 or 12:00 to 24:00). The Power Shift may be offered as a permanent shift; however, if no officer(s) volunteers to work such shift, then it shall be part of the rotation. This shift may either be a 12-hour shift or an 8-hour shift depending on the needs of the Department at that time. The officer assigned to the Power Shift may also be assigned to a squad temporarily. This may occur if a situation arose where one squad had an officer out on an IOD injury.

The schedule is attached hereto as Exhibit "A".

§ 2. Detectives will stay on the current 8-hour shifts with weekends off. Vacation and Personal time will continue to be calculated in days and weeks as provided in the existing Agreement.

§ 3. Bike Patrol: The supervisor may assign the duties of the officer(s) assigned to bike patrol; that is, for some portion, or all, of the 12-hour shift the bike officer(s) may be directed to patrol using the bike, for other portions of the shift the officer(s) may be directed to patrol using a patrol vehicle.

§ 4. Limit on Hours Worked: The workday for officers working the 12-hour shift may need to be extended (overtime). It is the intention of the Borough to limit an officer to not more than 16 hours of continuous work, thus providing the officer with an 8-hour period or unpaid rest before the start of the officer's next shift. In the event that the actual hours worked will not provide for this period of rest, the officer may be directed to utilize compensatory time off so as to delay his return for the next scheduled shift or he may be directed to use compensatory time or contractual time off (e.g. personal hours, vacation hours, etc.) to be scheduled off for that next shift.

§ 5. Outside Employment: Officers working the 12-hour shift schedule shall not engage in outside employment during the 12-hour period between contiguous shifts. Officers working the 12-hour shifts may not engage in outside employment for more than 8 hours on a day they are not scheduled to work for the Borough. A day "scheduled to work for the Borough" is that day on which the officer is required to begin a shift.

ARTICLE IV OVERTIME

§ 1. (a) For officers who may work an 8 hour shift per the terms of Exhibit "A", the first forty (40) hours in a work week shall be paid at straight time rate of pay.

Hours in excess of forty (40) hours in a work week actually worked shall either be paid at the rate of one and one-half (1.5) times straight time rate of pay, or may be compensated for by compensatory time off at the rate of one and one-half (1.5) hours off for each hour in excess of forty (40) hours worked.

(b) Overtime for officers working the 12 hours shift schedule shall be defined as set forth in Exhibit "A" and shall be paid/compensatory time earned at the rate of one and one-half (1.5) hours for each overtime hour worked.

§ 2. Calculation of overtime shall be based upon annual base pay, longevity and shift differential.

Overtime will be paid at the prevailing rates for all hours worked in excess of the regularly scheduled hours and shifts (i.e. hours in excess of the 12 hour shift and additional shifts).

§ 3. If an officer is on sick leave, personal leave or any other authorized absence, except vacation, said days shall be included as work days for the purpose of computing overtime.

§ 4. The Borough shall provide a two (2) hour minimum in accordance with Article IV, Section 1, *et seq.* for all police officers who appear at regional court or district court on their time off.

§ 5. Mandatory Overtime: Officers are subject to Mandatory Overtime on their day off for special occasions (4th of July, Memorial Day, parades and similar pre-planned events that require manpower in addition to the regularly scheduled work force for that given day). Mandatory overtime will be assigned on a rotating basis beginning with the most junior officer and working upward until the overtime has been filled. Once an officer has been assigned mandatory overtime, that officer will be moved to the bottom of the list and the officer will not be subject to mandatory overtime again until all other officers have been assigned mandatory overtime. The provisions for mandatory overtime will normally be used when there are not sufficient volunteers to work a mandatory overtime assignment.

§ 5. Compensatory Time Off: Officers may not accrue more than 24 hours of compensatory time. Officers shall not be required to use compensatory time within any specified period of time after having earned it; however, at the end of each calendar year, the compensatory time shall be “zeroed out” and the officer shall be paid for any unused compensatory time. Compensatory time shall be utilized subject to other existing practices concerning limitation on the use of such time and based on minimum staffing of patrol shifts.

ARTICLE V SALARIES

§ 1. Effective on the dates indicated, the annual base salary for police officers shall be as follows:

	Effective 1/1/06	Effective 1/1/07	Effective 1/1/08	Effective 1/1/09	Effective 7/1/10	Effective 1/1/11(1.25%)	Effective 7/1/11(1.25%)	Effective 1/1/12(1.25%)	Effective 7/1/12(1.25%)
Patrolman	\$51,176.89	\$52,968.08	\$54,821.96	\$56,740.73	\$58,442.95	\$59,173.49	\$59,913.16	\$60,662.06	\$61,420.35
Sergeant	\$56,294.58	\$58,264.89	\$60,304.16	\$62,414.80	\$64,287.25	\$65,090.84	\$65,904.48	\$66,728.27	\$67,562.39
Detective	\$56,294.58	\$58,264.89	\$60,304.16	\$62,414.80	\$64,287.25	\$65,090.84	\$65,904.48	\$66,728.27	\$67,562.39
	Effective 1/1/13 (2%)	Effective 1/1/14 (2.5%)	Effective 1/1/15(3%)	Effective	Effective	Effective	Effective	Effective	Effective
Patrolman	\$62,648.75	\$64,214.96	\$66,141.40						
Sergeant	\$68,913.63	\$70,636.47	\$72,755.56						
Detective	\$68,913.39	\$70,636.47	\$72,755.56						

§ 2. There shall be a rank differential of ten (10%) percent between ranks. It is expressly provided that this rank differential benefit has been included for the purposes of this contract in the Salary Chart Schedule set forth in Article V, Section 1, *supra*.

§ 3. The Detective's pay shall contain a ten (10%) percent differential over that of a Patrolman.

ARTICLE VI
LONGEVITY

§ 1. Police officers will receive, in addition to annual base salary, longevity payment based upon the following schedule:

Years of Service	Percentage Premium
0-3 years	0%
Beginning of... 4 th year	3%
Beginning of... 6 th year	4%
Beginning of... 7 th year	5%
Beginning of... 8 th year	6%
Beginning of... 10 th year	7%
Beginning of... 12 th year	10%
Beginning of... 14 th year	11%
Beginning of... 16 th year	14%
Beginning of... 20 th year	15%

§ 2. The longevity payments shall be made semi-annually for all police officers employed at the time with the payments made in May and November of each year. The parties agree and recognize that the change in the payment of longevity from a biweekly basis to a semi-annual basis, is being made at the request of the Borough and shall in no way affect the calculation of night differential under Article VII or overtime under Article IV. Specifically, although each officer will no longer receive longevity in his bi-weekly paycheck, night differential and overtime will continue to be calculated as if he were in fact receiving it in his bi-weekly paycheck.

ARTICLE VII
NIGHT DIFFERENTIAL

§1. An officer who works any hours between 3:30 p.m. and 7:30 a.m. shall receive night differential compensation at the rate of ten (10%) percent of his hourly rate of pay.

§ 2. The night differential payment shall be made semi-annually and shall be calculated on the basis of base pay and longevity.

ARTICLE VIII
SERGEANT'S PAY

A patrolman serving as Acting Sergeant shall be paid at an hourly rate of five (5%) percent above his normal rate beginning the first day that the officer serves as Acting Sergeant through the fifteenth day; beginning the sixteenth day as Acting Sergeant during a calendar year and thereafter during that calendar year the officer shall be paid at an hourly rate that is ten percent (10%) above the officer's normal rate.

ARTICLE IX
COURT STANDBY

When an officer is directed by the Chief of Police or his designee to stay on call for court or Borough needs, he shall receive one-fourth (1/4) of his normal hourly rate for the entire time during which he is authorized to stay on call.

ARTICLE X
HOLIDAYS

§ 1. There shall be an additional annual lump sum payment made to each police officer of thirteen (13) days of pay, based upon annual salary and longevity, as compensation for holidays.

§ 2. The lump sum payment provided for in Section 1 hereof will be paid prior to commencement of an officer's vacation provided that the officer signs a written agreement to refund the holiday pay on a pro rata basis if he does not complete the entire year or should not be entitled to holiday pay for any reason.

§ 3. A police officer who is assigned to work and who works on any of the following days shall receive an additional one (1) day's pay for each such holiday worked:

New Year's Day	Easter Sunday	Memorial Day
Independence Day	Labor Day	Thanksgiving Day

§ 4. Employees may request "comp" time in lieu of pay, subject to the approval of the Chief of Police or the Chief's designee.

§ 5. Festive Holidays: Festive time will be given when an officer's shift BEGINS on the festive holiday, defined in § 3 above, and will be given for the entire shift. (Ex. If an officer comes in at 19:30 hours on New Years Eve, and works until 07:30 on New Years Day, that officer will not receive Festive Time. However, if an officer begins at 19:30 on New Years Day and works until 07:30 hours on January 2, that officer will receive Festive Time for the entire 12 hours.)

§ 6. Christmas Holiday: Hours worked between 16 19:30 on Christmas Eve shall be paid at time and one-half the officer's regular rate.

Hours worked between 19:30 on Christmas Eve and 19:30 December 25th shall be paid at two times the officer's regular rate.

ARTICLE XI
VACATIONS

An officer's entitlement to vacation shall be determined based upon total (rather than "continuous") service to the Borough. The vacation schedule shall be as follows expressed in days as to officers working an 8 hour schedule and expressed in hours as to officers working the 12 hour shift schedule):

Tenure	Vacation
After 6 months through completion of 1st year	1 week (42 hours)
2nd year through completion of 5th year	2 weeks (84 hours) per year
6th through completion of 10th year	3 weeks (132 hours) per year
11th through completion of 15th year	4 weeks (168 hours) per year
16th through completion of 20th year	5 weeks (216 hours) per year
16th through completion of 25th year	6 weeks (252 hours) per year

A "year" shall be the period marked by the officer's date of hire and each subsequent anniversary of the date of hire. By way of illustration, an officer hired on June 1, 2006 shall have 1 week vacation to take between January 1, 2007 and May 31, 2007, 2 weeks of vacation to take between June 1, 2007 and May 31, 2008 and so on until May 31, 2011, at which point the officer shall have 3 weeks of vacation to take between June 1, 2011 and May 31, 2012. This method of calculating an officer's entitlement to vacation shall apply to existing officers and any required -- adjustments shall be made.

(b) Officers (other than detectives) working 8 hour shifts shall receive six (6) vacation days per week of vacation. Detectives working a 8 hour per day/40 hour per week schedule shall receive five (5) vacation days per week of vacation.

(c) Vacations days may be taken as individual days.

ARTICLE XII
PERSONAL LEAVE

§ 1. There shall be 24 hours of personal leave annually with no carry over from year to year unless authorized by the Chief of Police. Except in an emergency, such leave shall be granted at the option of the officer. Personal leave is time off without loss of pay.

§ 2. Kelly Days: Officers shall earn 104 hours of Kelly time per year. Kelly days may be taken as "whole" days off or may be used as half days depending on the need of the officer. It is not necessary to use an entire Kelly Day. Officers must use a minimum of six hours of Kelly time for one occurrence, however.

ARTICLE XIII
SICK LEAVE

§ 1. Sick leave shall be provided at full pay in accordance with the following schedule:

Years of Service	Weeks per Year
0 through 2 years	6 weeks (252 hours)
3 through 5 years	8 weeks (336 hours)
6 through 10 years	14 weeks (588 hours)
11 through 15 years	20 weeks (840 hours)
16 through 20 years	26 weeks (1,092 hours)

After the second consecutive day of sick leave, the officer shall provide a doctor's note demonstrating the necessity of the sick leave. If sick time appears to the Chief to be abused, the Chief may call an officer at home or pay a visit to that officer when the officer utilizes sick time.

§ 2. Police officers with more than twenty (20) years of service shall be entitled to one (1) additional week (42 hours) of sick leave at full pay for each additional year of service, plus additional weeks of sick leave at- one-half (1/2) pay until the end of one (1) year of illness.

ARTICLE XIV
FAMILY DEATH

A police officer who is required to be absent from duty due to a death in the immediate family shall receive full pay during such absence. Officers working the 8 hour shift schedule shall have a maximum of 4 days paid leave. Officers working the 12 hour shift shall have 36 hours of paid leave. An officer may seek the approval of additional leave which the Chief of Police may approve or deny in his sole discretion.

Members of the immediate family shall be defined as spouse, father, mother, father-in-law, mother-in-law, son, daughter, brother, sister or domestic partner (as domestic partners are defined be Borough policy).

ARTICLE XV
ADJUSTEMENT OF LEAVE TIME DUE TO AN EXTENDED LEAVE

An officer on a leave (paid or unpaid) of three months or more in any given year shall be subject to pro-ration of their annual Kelly time, cleaning allowance, education allowance and uniform allowance based on the number of hours of work they missed as a result of the leave.

An officer on a leave (paid or unpaid) of six months or more in any given year shall be subject to pro-ration of their remaining annual vacation time in the calendar year in which the leave falls based on the number of hours of work they missed as a result of the leave. An officer with four or more weeks of vacation time in that year shall be entitled to the greater of the pro-rata amount of unused vacation or one week of vacation time, to be used within 90 days of their return to work. Such vacation time must be taken as time off and may not be "sold back".

ARTICLE XVI
LIFE INSURANCE

The Borough shall provide, at its expense, for each police officer a total of Fifty-three Thousand (\$53,000.00) Dollars of term life insurance on the lives of each member which will be reduced to Five Thousand (\$5,000.00) Dollars at retirement whether for service or disability, and the said Five Thousand (\$5,000.00) Dollars shall continue until his death. Double indemnity for accidental death shall be included in all life insurance contracts.

ARTICLE XVII
HEALTH BENEFITS -- CURRENT OFFICERS

§ 1. Effective January 1, 2011, the Borough may replace the existing Personal Choice C1-F2-01 medical benefits plan and the existing prescription coverage. In its place, the Borough shall provide,

at its sole expense, the DVHIT Option 3 Plan. This coverage may be utilized provided that the Borough shall reimburse the officers and their covered dependants for any additional out-of pocket medical or prescription expense which the officers and/or the eligible dependants incur for any co-pay, deductible or similar expense for any prescription medication or medical procedure, service, equipment or device that is covered under the CIF201 plan and new formulary prescription coverage, which they would not have realized under the medical and prescription coverage that existed in 2005. A summary of the 2005 coverage is attached hereto as Exhibit "A" over \$20.

The reimbursement of co-pay or other medical expense by the Borough shall not apply to officers hired after January 31, 2011.

The parties shall implement a quarterly reimbursement system which will ensure (1) the prompt payment of the out-of-pocket expenses and (2) the documentation of such expense(s) in a manner which will provide the Borough with reasonable verification of the expense(s) incurred without unnecessary disclosure of personal medical information.

Receipt for expense provided by officer no later than:	Reimbursement
March 31 st	April 30 th
June 30 th	July 31 st
September 30 th	October 31 st
December 31 st	January 31 st

§ 2. Employees hired prior to June 24, 1995 shall be eligible for the coverage set forth Article XVI §1 with the option that any such employee may elect to remain with the indemnity plan by signing a request form prepared by the Borough and by doing so, agrees to pay monthly the dollar difference between the then current cost of the current indemnity plan and the then current cost of the coverage set forth Article XVI § 1. This amount may change depending on the relative costs between the two (2) plans and the type of coverage the employee elects (family, etc.). The Union shall be provided with copies of the master agreements and the annual renewals.

§ 3. The Borough shall provide the level of dental benefits as were available pursuant to Article XVI of the 1989-91 Agreement, including 100% coverage with all four options, including a UCR Orthodontic Rider providing a maximum per individual under the age of nineteen (19) years of \$2,000.00. These dental benefits may be provided through United Concordia.

§ 4. The Borough shall provide the level of vision care benefits as were available pursuant to Article XVI of the 1989-91 Agreement, through the Pennvision II program offered by Pennsylvania Blue Shield.

§ 5. The Police shall be promptly furnished with copies of all contracts between the Borough and any insurance carrier which provides any benefit to any bargaining unit member or his/her eligible dependents. When and if such contracts are renewed or replaced, copies shall be provided promptly to the Police.

§ 6. All newly hired officers shall receive medical coverage upon hire.

§ 6. Medical Opt Out – Any officer may decline Borough medical coverage upon providing evidence to the Borough that the officer has obtained coverage through another source. During any period that the officer declines coverage, the officer shall receive a payment equal to 20% of the premium cost of the insurance coverage which the Borough would have otherwise been providing. The officer may re-enroll during any “open enrollment” period or upon the occurrence of a life changing event. The opt-out shall be implemented and paid in such a manner as will not result in taxable income to other bargaining unit employees who do not participate in the opt-out program. The opt-out payment shall not be factored into an officer’s regular rate for the purpose of overtime compensation, nor shall it be subject to pension contribution, nor used in the calculation of pension.

ARTICLE XVIII HEART AND LUNG/WORKERS’ COMPENSATION

The procedure for the resolution of heart and lung claims shall be as follows:

§ 1. An officer who incurs a work-related disability who received benefits under the Heart and Lung Act (HLA) shall also be required to seek or to cooperate with the Borough in seeking benefits under the Pennsylvania Workers’ Compensation Law. An officer who incurs a temporary, service connected disability and who received benefits under the Pennsylvania Heart and Lung Act, 53 P.S. §637, shall remit to the Borough any workers’ compensation wage loss benefits received (net of attorney fees and expenses approved by a judge pursuant to the Workers’ Compensation Act) which are coincident with the receipt of HLA, and shall submit the medical bills for payment by the workers’ compensation insurer to be priced/paid subject to the medical bill fee schedule of the Pennsylvania Workers’ Compensation Act. In the event that the workers’ compensation insurer denies the claim, such medical bills shall be submitted for payment under the health plan provided by the Borough. In the event that the employee is determined to be eligible for HLA, any co-payments made by the employee for any type medical services, devices or medications processed by the Borough Health Plan shall be reimbursed to the officer.

§ 2. The governing body shall appoint an independent Heart and Lung Act Hearing Officer and subsequently appoint as a vacancy occurs. The Hearing Officer is not required to be a resident of the Borough. The appointee should be reasonably qualified to receive and understand evidence, conduct hearings in accordance with the Pennsylvania Rules of Evidence and have knowledge and experience with regard to administrative proceedings.

§ 3. Any officer who is claiming a temporary disability caused by a duty related injury or ailment shall notify both the Mayor and Chief of Police upon the officers' awareness of the occurrence of the duty related injury or ailment or its disabling effect, by written report. If the officer is unable to prepare a written report within 24 hours, his immediate supervisor or the Chief of Police shall prepare a written report of the incident and/or the injury, illness or disease based upon his/her own investigation. The officer shall, as soon as possible, review that report and may revise and/or provide additional information and then sign the report.

§ 4. Upon receipt of said Heart and Lung Act claim notification. The Borough shall have the right to require the officer to attend an independent medical examination and for the officer to authorize the Borough's receipt of medical reports and records relative to the condition or ailment giving rise to the HLA claim. Provided that the officer is receiving HLA benefits, the Borough may require that the officer attend further independent medical examinations as reasonably arranged by the Borough or its workers' compensation carrier. The officer is entitled to a copy of any independent medical report at the same time the report is provided to the Borough or its workers' compensation carrier.

§ 5. If, upon initial examination of the circumstances of the injury, illness or ailment, coupled with a review of the report and any independent medical examination and/or any other medical evidence, records, reports, or data produced by the officer, the Borough may deny, in writing, an officer's Heart and Lung Act claim, and require the officer to return to duty. Within five (5) days of receipt of the order denying the Heart and Lung Act claim and/or requiring the officer to return to duty, said officer may issue a written demand to the Borough that a Heart and Lung Act hearing be held in order to adjudicate the claim. Should an officer act within the above timeframe, all orders returning the officer to duty shall be stayed pending the outcome of the hearing process.

§ 6. Similarly, as to an officer receiving Heart and Lung Act benefits, the Borough may demand a Heart and Lung Act hearing be held in order to determine whether an officer continues to be entitled to HLA benefits. In such case the HLA benefits shall continue pending the decision of the Hearing Officer.

§ 7. The Heart and Lung Act Hearing Officer shall establish a date for the hearing to be held within fifteen (15) days from the date of the receipt of the Hearing demand.

§ 8. The Hearing Officer shall require that the parties confer and submit a list of undisputed facts and any stipulation concerning the admissibility of evidence (including the deposition testimony of medical experts or simply the medical reports) prior to the date of the Hearing. The parties will exchange exhibits prior to the hearing.

§ 9. The parties may take depositions of any and all relevant witnesses prior to the Hearing.

§ 10. Any and all requests for continuances shall be submitted in writing to the Heart and Lung Act Hearing Officer; said request for a continuance shall be granted only where good cause is shown, or where all parties agree to a continuance.

§ 11. The Hearing Officer may issue subpoenas, although requests for said subpoena must be submitted no later than three (3) days prior to the date of the Hearing, with a copy of the subpoena request being served upon the opposing party. All Hearings shall be on the record and transcribed by a licensed court reporter within the Commonwealth of Pennsylvania.

§ 12. At the hearing before the Hearing Officer, each party may be represented by counsel of its choosing. The Borough shall allow the officer to pay \$50 for a photocopy of the notes of testimony. At such hearing, both parties may offer an opening statement, present the direct examination of witnesses, cross examine opposing witnesses, offer evidence, and conclude with a closing statement.

§ 13. Each party shall submit to the Hearing Officer a proposed findings of fact and conclusions of law, with a brief in support thereof, within ten (10) days after the receipt of notes of testimony.

§ 14. The Hearing Officer shall be required to render a decision in writing within ten (10) days after the parties submit their proposed findings. Said decision must include the findings of the Hearing Officer and/or the reasons for said decision.

§ 15. Any party aggrieved by the decision of the Hearing Officer may demand arbitration for the dispute. The parties shall abide by the decision of the Hearing Officer pending the determination of the arbitrator. Should the arbitrator reverse or modify the decision on the Hearing Officer, the necessary adjustments shall be made to reflect the arbitrator's ruling (e.g. the officer shall be charged with use of sick time or use of other contractual time off if HLA benefits are denied by the Arbitrator in whole or in part as to the period of time in which the officer has been out of work; alternatively, if HLA benefits are granted by the arbitrator, all sick time and other contractual time off utilized by the officer during the period of the HLA disability shall be restored.)

§ 16. Once a dispute is submitted to arbitration, the parties shall agree upon a neutral arbitrator within ten (10) days of the Notice of Appeal. If the parties fail to reach an agreement upon the identity of a neutral arbitrator by that time, the matter shall be submitted to the American Arbitration Association or as otherwise agreed by the parties. It is the intent of the parties that the hearing before the arbitrator be completed within thirty (30) days of the arbitrator's appointment and that the decision of the arbitrator be rendered within thirty (30) days after briefs are filed with the arbitrator.

§ 17. While the appeal to a neutral arbitrator is de novo, any notes of testimony prepared in the original hearing may be used as permitted by the Pennsylvania Rules of Evidence. Similarly, any depositions taken under the aegis of the hearing officer may be used as permitted by the Pennsylvania Rules of Evidence and/or the Pennsylvania Rules of Civil Procedure.

ARTICLE XIX
EDUCATIONAL INCENTIVE

A. Educational Courses:

§ 1. An educational incentive lump sum one-time payment shall be granted to each police officer upon completion of course work on or after January 1, 1989 which shall mean obtaining of the degree or the final credit necessary to attain the educational levels set forth below on or after one January 1, 1989), in accordance with the following schedule:

- a) Upon the satisfactory completion of thirty (30) college credits- TWO HUNDRED FIFTY (\$250.00) DOLLARS.
- b) Upon the satisfactory completion of sixty (60) college credits or Associate's Degree- SEVEN HUNDRED FIFTY (\$750.00) DOLLARS.
- c) Upon the satisfactory completion of ninety (90) college credits- SEVEN HUNDRED FIFTY (\$750.00) DOLLARS.
- d) Upon the satisfactory completion of a Bachelor's Degree- ONE THOUSAND TWO HUNDRED FIFTY (\$1,250.00) DOLLARS.
- e) Upon the satisfactory completion of a Master's Degree- ONE THOUSAND TWO HUNDRED FIFTY (\$1,250.00) DOLLARS.

§ 2. Police officers collecting educational incentive payments under the terms of prior Agreements or Arbitration Awards shall continue to receive an annual payment in accordance with the provisions set forth therein for educational levels attained prior to January 1, 1989. The single annual payment made pursuant to this Section 2 shall be two hundred dollars (\$200.00) for officers who have obtained an Associate's Degree and three hundred dollars (\$300.00) for officers who have obtained a Bachelor's degree. Any payment made pursuant to this Section 2 shall be made with the first July paycheck.

Officers covered by this Section 2 shall not be eligible for the educational incentive lump sum payment as set forth in Section 1 of this Article for any educational level for which they are currently receiving compensation. If, however, a police officer attains a higher educational level after January 1,

1989, payment for such degree or educational level shall be in accordance with the terms of Section 1 herein.

§ 3. These sums shall not be deemed to be included in base salary, but shall be payable by a lump sum check within sixty (60) days after completion of the credits.

§ 4. The course work taken to receive educational incentive payment shall relate specifically to the earning of a certificate or degree in police science, police administration, or corrections. Such course work shall be taken at a college, university, or community or junior college accredited by the Commonwealth of Pennsylvania and which offers an Associate or Bachelor's Degree.

§ 5. Course work taken which does not relate specifically to a degree or certificate in police science, police administration, or corrections must be directly applicable to and useful in the performance of a police officer's duties. Prior approval of the Mayor and the Chief of Police shall be required for such course work.

§ 6. The cost of tuition for approved courses shall be reimbursed to the respective police officer who attends such a course with prior approval of the Mayor and the Chief of Police, and who successfully completes said course with grade of "C" or better, as follows:

- Eighty percent (80%) reimbursement for a grade of 'A'
- Seventy percent (70%) reimbursement for a grade of 'B'
- Fifty percent (50%) reimbursement for a grade of 'C'
- No reimbursement for a course in which a grade lower than 'C' or lower is obtained.

Reimbursement shall be made within sixty (60) days of submission of proof of successful completion.

B. Training

§ 1. Any officer who attends a course or school or other training program designated by the Borough of Lansdowne or at an accredited academy designated by the Commonwealth Municipal Training Commission under orders of the Chief of Police or the Mayor will be reimbursed for all reasonable expenses of attendance.

§ 2. Time and one-half (1 1/2) pay or compensatory time off at time and one-half (1 1/2) shall be paid for attendance at a course, school or program in accordance with Section 1 hereof which results in more than a forty (40) hour work week.

§ 3. Schools and/or training scheduled for an officer working the day shift will require that the officer report to the school at the specified time. The officer is expected to return to work at the end of training to finish out the day shift. Such officer may be permitted to use compensatory time off

or contractual time off (eg. personal hours, vacation hours, etc.) to be scheduled off for the remainder of the shift, based on the availability of manpower.

An officer attending school on a day where the officer is scheduled to work the night shift later that day may be required to take compensatory time to insure that the officer has an 8-hour period of unpaid rest before the start of the officer's next shift. The officer may utilize compensatory time off so as to delay his return for the next scheduled shift or elect to use compensatory time or contractual time off (eg. personal hours, vacation hours, etc.) to be scheduled off for that shift.

Officers may be required to attend school/training in uniform, but will be required to be ready for work and on location within 30 minutes of the completion of any training held within Delaware County.

ARTICLE XX GRIEVANCE PROCEDURE

§ 1. Should differences arise between the Borough and the Police as to the interpretation or application of, or the compliance with the provisions of this Agreement, or as to any disciplinary action other than an oral or written reprimand, an earnest effort shall be made to settle such differences immediately in the manner set forth in this Article.

§ 2. (a) Any officer or officers who believe they have been unjustly dealt with insofar as the terms of this Agreement are concerned, or with respect to any disciplinary action other than an oral or written reprimand, may present their grievance in writing within thirty (30) days after the officer becomes aware of its occurrence. The aggrieved may, if he so desires, appoint an agent to assist and represent him, through all steps, from inception to settlement, of the grievance. It shall not be permissible for any aggrieved party, his appointed representative, or any witnesses to use regularly scheduled work hours to prepare or develop any material relative to a grievance procedure.

(b) If a reprimand is used to support further disciplinary action, the Officer may contest the validity of the prior reprimand as part of his grievance against the subsequent discipline.

§ 3. The written grievance shall contain all pertinent dates, times, places and names of persons or parties involved, and shall be delivered to the Mayor.

§ 4. Within five (5) days after receiving the written grievance the Mayor shall attempt to rectify the cause of the grievance, if it is in his or her power to do so. If a solution agreeable to all parties can be reached at this stage, the matter shall be considered closed.

§ 5. In the event the grievance cannot be corrected at the department level, the Mayor shall forward the grievance within five (5) days to the Borough Manager. Within fifteen (15) days of receipt of

the written grievance from the Mayor, a grievance meeting shall be held. The representatives for the Borough shall consist of the Mayor, Borough Manager and three (3) members of Borough Council appointed by the President of Council. The aggrieved may have witnesses of not more than five (5) persons to clearly and fairly state his case.

§ 6. If it is determined that the terms of this Agreement have been violated, it shall be the duty of the Borough representatives to immediately take appropriate corrective action. If it is found the aggrieved has no basis for complaint and the grievance is unfounded, it shall be the duty of the Borough representatives to fully explain the reason for their findings to the aggrieved, in writing, within ten (10) days of such finding.

§ 7. In the event that the grievance is not resolved by the written decision of the Borough Council, the aggrieved policeman may request that the dispute be submitted to binding arbitration in writing to the Borough Manager or his designee, provided that the request is made within (10) days of receipt of the Borough Council's written decision. If the Parties are unable to agree on an arbitrator within ten (10) days after submission of the request for arbitration, either Party may request the American Arbitration Association to submit a list of arbitrators to the Parties under its Voluntary Labor Arbitration Rules.

The arbitrator shall be without power to add to, modify or alter the terms of this Agreement.

The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on both parties.

§ 8. This grievance procedure shall not impair, modify, add to, or alter any remedy available to the aggrieved policeman at law or in equity. A dispute under this Agreement may not be pursued in more than one forum.

§ 9. The aggrieved policeman may, at his sole option, discontinue the above procedure at any time.

§ 10. The right to invoke or not invoke the foregoing procedure shall be reposed solely in the bargaining representative of the police officers of the Borough.

ARTICLE XXI CLOTHING ALLOWANCE AND CLEANING OF UNIFORMS

§ 1. The Borough shall pay the cost of cleaning and maintaining the uniforms of police officers.

§ 2. Beginning January 1, 1991, the Borough shall pay Five Hundred (\$500.00) Dollars annually to officers who are assigned primarily to plain clothes duty as a clothing allowance.

ARTICLE XXII
LIABILITY INSURANCE

The Borough shall provide, at its expense, liability insurance coverage against any claim for damages made against police officers arising out of or from the performance of their duties as police officers, in an amount not less than Three Hundred Thousand (\$300,000.00) Dollars per person and Five Hundred Thousand (\$500,000.00) Dollars per occurrence.

ARTICLE XXIII
LEGAL REPRESENTATION IN THE EVENT OF CRIMINAL CHARGES

§ 1. In the event a police officer is charged with a crime arising out of or from the performance of his duties as a police officer, the Borough and the police officer shall agree on (a) the selection of an attorney to represent said police officer in connection with the criminal proceedings; and (b) the attorney's fee. The Borough shall be responsible for the payment of the fee of such mutually selected attorney. In the event of a failure to agree on the selection of an attorney, the police officer shall have the right to unilaterally select his attorney. The Borough shall be responsible to pay that attorney's fee, subject to the following limitations: The fee shall not exceed the amount charged in like circumstances by Delaware County lawyers. In the event the Borough disputes the reasonableness of the fee charged by the police officer's attorney, the dispute shall be submitted to the Delaware County Bar Association's Fee Dispute Committee, which Committee shall render a decision based upon reasonable fees of Delaware County lawyers under like circumstances. The Borough shall be responsible only for the payment of the amount determined to be reasonable by that Committee.

§ 2. Payment will be made for reasonable legal expenses and attorneys' fees as set forth in this Article if the prosecution of charges against the officer are withdrawn, dismissed or terminated by the entry of a nolle prosequi or by an adjudication of not guilty.

ARTICLE XXIV
RETIREMENT- PENSION

§ 1. Superannuation Pension. A police officer who has completed at least twenty-five (25) years of service and who is at least fifty (50) years of age may be eligible for retirement under the provisions of this Article, in accordance with the provisions of the Borough of Lansdowne Police Pension Fund and applicable Borough ordinances. The monetary base upon which all superannuation pensions

shall be calculated includes all reportable W-2 income for the thirty-six (36) months immediately preceding retirement or death, less severance payments made at time of retirement or death, e.g., unused sick leave and vacation. No severance payment shall be subject to payroll deduction for the Police Pension Fund (Act 600).

§ 2. Cost of Living Increase. A retired police officer shall receive an annual cost of living increase (whether for service or disability) provided:

- (a) such cost of living increase shall not exceed the percentage increase in the Consumer Price Index, All Urban Consumers, U.S. Cities, from the year in which the officer last worked, and said increase shall not exceed five (5%) percent in any one (1) year
- (b) that in no case shall the total police pension benefits exceed seventy-five (75%) percent of the salary for computing retirement benefits; and
- (c) that the total cost of living increase shall not exceed twenty-five (25%) percent.

The Borough has completed an actuarial study of its Police Pension Fund based on this provision and has paid into said fund the sum, if any, required to avoid impairing the actuarial soundness of the pension fund within the meaning of Section 5 of the Act of May 29, 1956, PL. (1955) 1804, as amended, at no further cost to the officers during the term of this contract.

§ 3. Additional Retirement Benefit. A retired police officer shall receive an additional retirement benefit for each completed year of service in excess of twenty-five (25) years as follows: Two Hundred Fifty (\$250.00) Dollars annually for the first four (4) years and Two hundred (\$200.00) Dollars for the fifth year.

§ 4. Vesting. The Borough shall provide for all officers 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 shall be entitled to vest his retirement benefits by filing with the Borough within ninety (90) days of the date he ceases to be a fulltime 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 a full-time police officer, he shall 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 of employment.

An officer may retire after 20 years of service, regardless of age, whereupon he shall be eligible to elect a pension in accordance with the Act 24 of 1998 amendments to Act 600. Officers electing to retire upon 20 years service shall receive, beginning upon the date which would have represented their

normal (superannuation) retirement (the date upon which they would be 50 years of age and had 25 years of service had they remained in active service), all other retirement benefits paid for normal (superannuation) retirement at the time the officer retires pursuant to the Agreement in effect at the time of the officer's retirement.

§ 5. Mandatory Retirement Age. There shall be a mandatory retirement age of sixty-five (65).

§ 6. Military Buy-back. The pension plan and related ordinances shall be amended to provide for Military Buy-back as set forth in Act 600 (53 PS section 770) allowing for such benefit.

§ 7. Post-Retirement Medical Insurance. The following provisions shall apply to post-retirement medical insurance benefits:

(a) The Borough shall provide the Personal Choice 310 Plan and 10/20 Prescription Plan to all officers and their spouses (to whom the officer is married at the time of retirement) who retire hereafter upon meeting the age and service requirements contained in the Police Pension Plan (the "Plan") or who retire under the provisions of the Plan based upon a permanent service connected disability. The Borough shall fund and administer the post retirement health benefits that are utilized by retirees and their spouses who received such benefits prior to the grant of the PC 310, 10/20 Rx plan. The Borough may elect to offer such retirees/spouses the option to participate in the PC 310 Plan and/or 10/20 Prescription Plan. If offered by the Borough, current retirees/spouses may elect that coverage in place of that currently enjoyed or maintain the coverage they have. The Borough may condition its offer to current retirees to participate in the PC 310 Plan and/or 10/20 Prescription Plan upon acceptance by all or any specified number of such retirees or may offer it to them on an individual basis. All officers employed by the Borough on January 1, 2006 who thereafter retire, whether for service or disability, and their spouses (to which the officer is married at the time of retirement), shall be entitled to receive the Personal Choice 310 Plan with \$10 generic/\$20 brand name prescription co-pay.

The parties acknowledge that upon execution of the 2006-2009 agreement, a \$10/20/35 prescription card will be associated with the PC 310 Plan for all current and future retirees who are in the PC 310 plan. The parties acknowledge that as a result, the current retirees (those who retired prior to January 1, 2006), who now have PC 310 coverage with a \$10/20 prescription card, will be required to utilize the new prescription card that indicates a \$10/20/35 co-pay. The Borough will pay the difference in co-pay or other out-of-pocket expense caused by the change in the prescription card for current retirees. The parties recognize that they cannot legally reduce these benefits for already retired officers; however, both parties believe at this time that this change shall not result in a reduction of benefits, given the Borough's obligation to reimburse the current retirees for any additional out-of-pocket expense resulting from the change in the prescription card. As to officers who retire on or after January 1, 2006 who select the PC 310 coverage, the Borough will pay the difference in co-pay if a drug is not on

a Blue Cross preferred list (i.e., the difference between the \$20 and \$35 co-pay). The reimbursements to retired officers shall be made on a quarterly basis.

As to officers hired after January 1, 2006, the postretirement medical benefit shall be amended to provide that the benefit plan which is provided to such officers and their spouses (to which the officer is married at the time of retirement) shall be the same plan as is offered from time to time to the active officers. If more than one plan is available to active officers, the retired officer may select the plan to be provided to the officer and their spouse. The retired officer shall not be required to contribute to the premium paid for those benefits except (i) to the extent a premium contribution to retiree health care premium is required by the agreement in place when the officer retired, if any, and/or (ii) any payment required by Article XXII (7)(d) of the 2002-2005 CBA (relating to coverage for dependent children and/or coverage for a spouse to whom the officer was not married at the time of retirement).

All retirees who are eligible for post retirement medical benefits (and their spouses) shall be reimbursed up to a joint total of \$1,000 per year for dental and up to a joint total of \$1,000 per year for eye care. Alternatively, the Borough may elect to purchase insurance riders to provide at least the same coverage for dental and vision if it so chooses.

(b) The post retirement benefits stated in Section 7(a) (above) shall continue for the officer and the officer's spouse until such individual becomes eligible for Medicare. When the retired officer or the retired officer's spouse becomes Medicare eligible the Borough shall provide Keystone 65 Choice and Medicare Part B to the medicare eligible individual and such coverage to the other as necessary to maintain the same level as coverage enjoyed by the other until such time as the other is medicare eligible, at which time the Borough shall provide both with the Keystone 65 Choice and Medicare Part B. The dental and eye care coverage shall continue for both. The eligibility of the spouse of an officer for the benefits stated in this Award shall terminate when the spouse dies, becomes divorced from the officer or remarries.

(c) Nothing in the 1998-2001 Award or the existing collective bargaining agreement shall prevent nor be construed as preventing the Borough or the FOP from negotiating in subsequent contracts any changes to the post retirement health benefits with respect to officers retiring after such changes are negotiated, including any change in the carrier or plan or change in the cost sharing arrangement between the Borough and the officers who retire thereafter.

(d) Dependent children, either natural or adopted, of a retired officer are eligible for the coverage so long as the retired officer or the officer's spouse shall pay the entire cost of such coverage. A spouse of a retired officer, to whom the officer was not married at the time of retirement, shall be eligible for the coverage available to the officer, provided that the officer shall pay the amount by which the medical insurance premium is increased by virtue of the additional coverage. The eligibility of such a spouse for insurance coverage terminates upon the death of the retired officer or until the spouse and the officer are divorced.

(e) If a retiree and/or a retiree's spouse at the time of the officer's retirement who as a result of his/her own employment, the employment of a spouse, or for any other reason shall be eligible for a medical benefit plan substantially similar to the medical benefits provided hereunder, each such person shall participate in that other plan instead of the Borough's plan. However, the Borough shall have the option of paying the amount required to be contributed by the retiree and/or the retiree's spouse to participate in such plan or the Borough may elect instead to provide its coverage. If the retiree shall subsequently lose access to such medical benefit plan then said retiree shall be entitled to the medical benefits provided hereunder. During any period in which the retiree and/or a retiree's spouse is unable to return to the Borough medical benefits plan provided hereunder due to enrollment restrictions in that plan, then the Borough shall pay to the retiree and/or a retiree's spouse an amount equal to the cost which the Borough would incur if the retiree and/or a retiree's spouse were participating in the Borough medical plan.

(f) In order to facilitate the accumulation of funds to assist the Borough in providing the medical benefits to retirees, officers who retire by meeting the age and service requirements shall be responsible for a copay on the premium charged to the retiree to provide that retiree (and his/her spouse, if applicable) with insurance pursuant to the following schedule for the duration of their retirement.

Date of Retirement	Amount of Co-pay
5/28/99 through 12/31/99	25%
1/1/00 through 6/30/00	15%
7/1/00 through 12/30/00	10%
After 12/31/00	0%

If an officer should retire under the provisions of the Plan based upon a permanent service-connected disability between 5/28/99 and 1/1/01, then that retiree shall be required to pay twenty-five (25%) percent of the premium for retiree medical benefits from the date of that retirement until 1/1/01, at which point the retiree shall receive the retiree medical benefits without such payment.

(g) All officers hired after May 28, 1999 who retire based upon a service-connected permanent disability under the terms of the Plan and the collective bargaining agreement between the parties ("disability retirement") shall be entitled to post retirement health benefits as stated in this Agreement; provided, however, that all such officers who take a disability retirement with less than 5 years of service shall be required to pay an amount equal to fifty (50%) percent of the premium applicable to such benefits at the time of retirement; officers with at least 5 years but less than 10 years shall pay an amount equal to twenty-five (25%) percent of the premium applicable at the time of retirement.

(h) Based upon the evidence, testimony and argument presented at the hearing, the 1998-2001 Panel determined that paragraph "F" of the 1995 Act 111 Interest Arbitration Award relating to the Post Retirement Medical Fund was ambiguous and unclear with respect to whether the benefits discussed therein were a temporary measure that ended at the end of that Award or survived after the term of that Award. The 1998-2001 Panel acknowledged that since the expiration of that Award in 1997, the Borough has paid money to maintain that Fund while reserving all of its rights pending the outcome of this proceeding. The post retirement medical benefit provision created by the 1998-2001 Award was intended to clarify the rights of the parties, to provide a more reliable and secure source of benefits for the Borough's retirees and a cost effective method of providing the benefits by the Borough, and to clarify that the Borough will oversee the provision of the benefit plan. As well, it is directed that the Borough shall fully fund the benefits being provided to existing retirees, even if (due to prevailing circumstances) the existing plan was paying something less than the full cost of the premium.

§ 8. Employee Contributions for Pensions and Retiree Medical Benefits. The Borough has completed an actuarial study to determine to what extent officer salary deductions for pension contributions will be reduced below 5%. The study determined that that officer contributions be reduced to 2.5% as of January 1, 1999, which level shall be incorporated into the Act 205 study as that date and shall be the level for the years 1999, 2000 and 2001. Accordingly, in 1999 officers shall contribute 2 1/2% of wages to pension and 4% of wages to medical benefits; in 2000 and 2001 they shall contribute 2 1/2% to pension and 3% to medical benefits. In each year thereafter, based upon the amount of the required pension contribution for each officer, the officers shall contribute a percentage of their salary to help offset the Borough's obligation to fund post retirement medical benefits according to the following schedule:

Required Pension Contribution	Deduction for Retirement Medical Benefits
5%	2%
4%	2%
3%	3%
2%	3%
1%	3%
0%	3%

The deductions to fund the medical benefits in retirement shall be taken as pre-tax deductions, to the extent that may be permissible under law.

§ 9. Deductions. The police contributions to the Police Pension Fund shall be deducted by the Borough each pay period from each officer's pay and paid into the Police Pension Fund. The police contributions to the retirees' health insurance fund shall be deducted by the Borough from each officer's

pay each pay period and paid over to the agent or administrator duly authorized by the Borough to receive said payment.

ARTICLE XXV
SEVERANCE PAY

Upon retirement, each police officer shall receive a severance payment equal to the value of the sick leave which he has not used by his final year, but not to exceed eighty-five (85) working days (680 hours).

Beginning January 1, 1989, any officer who retires shall be entitled to an additional severance pay of Two Thousand (\$2 000.00) Dollars in addition to unused sick leave of up to eighty-five (85) working days (680 hours).

ARTICLE XXVI
TERMINATION PAY

§ 1. If the Borough terminates or retires an officer for economic reasons, that officer shall receive as termination pay a sum equal to one-sixth of his annual base salary.

§ 2. In no case shall payment be made under both Article XXIII (Severance Pay) and XXIV (Termination Pay) of this Agreement. In cases where both apply (e.g., forced retirement for economic reasons), only the greater of the two shall be paid.

ARTICLE XXVII
PERMANENT SERVICE-CONNECTED DISABILITY

As to officers hired before January 1, 2011, a police officer who is permanently and totally disabled from performing police work for the Borough of Lansdowne as a result of a service connected disability shall receive a monthly disability pension until the officer returns to work as a Lansdowne Police Officer or until death. The amount of the annual pension upon which the monthly payment will be based shall be equal to seventy percent (70%) of all reportable W-2 income for the thirty-six (36) months immediately preceding retirement or death, less severance payments made at time of retirement or death, e.g., unused sick leave and vacation. No severance payments shall be subject to payroll deduction for the police pension fund (Act 600). However the total of the pension, social security

disability benefits, and workers' compensation payments (or the annuity value of a lump sum workers' compensation settlement), may not exceed 100% of the W-2 income received in the prior twelve months. The disability pension paid under this provision shall be offset to meet that requirement.

As to officers hired after January 1, 2011, a police officer who is permanently and totally disabled from performing police work for the Borough of Lansdowne as a result of a service connected disability shall receive a monthly disability pension until the officer returns to work as a Lansdowne Police Officer or until death. The amount of the annual pension upon which the monthly payment will be based shall be equal to fifty percent (50%) of all reportable W-2 income for the thirty-six (36) months immediately preceding retirement or death, less severance payments made at time of retirement or death, e.g., unused sick leave and vacation. No severance payments shall be subject to payroll deduction for the police pension fund (Act 600). However the total of the pension, social security disability benefits, and workers' compensation payments (or the annuity value of a lump sum workers' compensation settlement), may not exceed 100% of the W-2 income received in the prior twelve months. The disability pension paid under this provision shall be offset to meet that requirement.

ARTICLE XXVIII
WIDOW AND CHILDREN'S BENEFITS

§ 1. If a retired or active member of the police force dies, a single pension shall be paid to:

(a) the widow of the deceased member during her lifetime; or

(b) upon the death of the surviving widow, or if no widow survives, the child or children of the deceased member who are under the age of eighteen (18) or, if attending college, under or attaining the age of twenty-three years. The phrase "attending college" shall mean the eligible children are registered at an accredited institution of higher learning and are carrying a minimum course load of seven credit hours per semester.

The pension benefit set forth above shall be calculated at the rate of fifty (50%) percent of the pension that the retired member was receiving, or that the active member would have been receiving had he been retired at the time of his death. If more than one surviving child is eligible for the pension benefit set forth above, the benefit shall be divided equally among the surviving eligible children.

§ 2. If a police officer dies before their pension has vested, all money which the member invested in the pension fund plus interest or other increases in value of the member's investment in the pension fund with credited interest, shall be paid to his beneficiary.

§ 3. Killed in Service Benefit. If an officer is "Killed in Service", the officer's family shall receive a benefit equal to one hundred percent (100%) of the officer's salary at the time of death. It is

specifically understood that a Police officer killed in service does not have to be eligible to retire on the date of the Police officer's death in order that the Killed in Service benefit be applied. The survivors of an officer killed in service shall receive all medical benefits to which they would have been entitled had the officer continued in service until the normal retirement date under the terms and conditions of the collective bargaining agreements to which the officer would have been subject had he still been employed by the Borough, 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.— The Borough shall not provide a Killed in Service survivor benefit. Killed in service survivor benefits shall be provided by the Commonwealth of Pennsylvania as set forth in Act 51 of 2009.

ARTICLE XXIX
BARGAINING TEAM MEMBERS

Policemen who are delegated to attend negotiations with the Borough may attend negotiations while scheduled for duty, without reduction in compensation, provided that they shall remain on duty and available for call during such periods.

ARTICLE XXX
USE OF PART-TIME OFFICERS

- (a) Part-time police officers shall receive the same training and certification as full time officers;
- (b) Part-time officers shall be paid at a minimum rate of \$15.30 per hour.
- (c) Part-time officers shall not be eligible for health benefits or other fringe benefits, except as specifically set forth herein as applicable to part-time officers as required by law.
- (d) As to any two designated part-time officers employed by the Borough, the limitations imposed by subparagraph (c) above shall not apply.
- (e) Part-time officers may not be called in for duty to replace a previously scheduled full time officer who calls off due to sickness or non-work related injury and whose absence results in there being less than 2 full time officers on that shift. In such case, the work opportunity must first be offered to all non-probationary full-time officers before being offered to a part-time officer. If an officer calls off due to a work related sickness or injury, the Borough may use part-time officers commencing the next shift and the hours worked in this situation shall not count toward the hour limit reference in paragraph (f) below;
- (f) If a part-time officer is used for 120 hours or more in any calendar month, that officer shall be entitled to a payment equal to the hourly rate of a full time officer of a corresponding rank and years of service for a period of time corresponding to the amount of time that the

officer worked over 120 hours in the calendar month at issue. In addition, if a part-time officer with more than one year of part-time service with the Borough is utilized for 120 hours or more in any three calendar months during any calendar year, such part-time officer shall receive two weeks (60 hours) paid vacation. Hours worked by a part-time officer for an officer who is unable to work due to a work related injury shall not count toward the hour limit referenced in this paragraph.

- (g) As to the two designated part-time officers, the limitations imposed by subparagraph (f) above shall not apply. Accordingly, those particular part-time officers may work more than 120 or more hours in any calendar month without entitlement to the increase in hourly rate or the vacation benefit described in subparagraph (f)
- (h) Any part-time officer shall be paid overtime for any work in excess of 12 hours per shift or in excess of 171 hours within a 28 day work cycle.

ARTICLE XXXI
CONSTRUCTION

The Borough and the Police agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provision of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

ARTICLE XXXII
HEADINGS

Any headings preceding the text of the several Articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XXXIII
SEVERABILITY

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by an appellate court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for if doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. All other provisions shall continue in effect.

ARTICLE XXXIV
MANAGEMENT RIGHTS

The Borough hereby reserves to itself the authority conferred upon it by law.

ARTICLE XXXV
TERM OF AGREEMENT

This award shall be effective for a period of three (3) years, commencing January 1, 2010, and shall expire December 31, 2012.

ARTICLE XXXVI
SCOPE OF AGREEMENT

§ 1. The Borough and Police acknowledge that this Agreement represents the results of collective bargaining between said parties conducted under and in accordance with the Pennsylvania Labor Relations Act and Act 111 of 1968. This Agreement shall constitute the entire agreement between the parties for the duration of the Agreement with reference to terms, conditions or benefits of employment covered herein, except as this Agreement may be modified in writing by mutual agreement of the parties.

§ 2. It is recognized and understood that some terms and conditions of employment or benefits previously enjoyed or awarded as of the effective date of this contract have not been reduced to writing herein and those terms, conditions or benefits of employment shall continue in accordance with past practice.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have hereunto set their hands and seals.

THE COUNCIL OF THE BOROUGH OF LANSDOWNE

By: _____

ATTEST: _____

DELAWARE COUNTY LODGE #27
FRATERNAL ORDER OF POLICE ON
BEHALF OF THE POLICE DEPARTMENT
OF THE BOROUGH OF LANSDOWNE

By: _____

ATTEST: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into between the Borough of Lansdowne ("Borough" or "Employer") and the Fraternal Order of Police, Delaware County, Lodge No. 27 ("Lodge 27" or "Union") as follows:

WHEREAS, the Borough and Union are parties to a collective bargaining agreement that will expire by its terms on December 31, 2015;

WHEREAS, the Borough and the Union have engaged in collective bargaining to negotiate a new collective bargaining agreement which would govern the terms and conditions of employment between the parties in the future;

WHEREAS, the Borough and the Union have amicably reached an agreement regarding such terms and conditions of employment for a three-year period;

WHEREAS, the Borough and Union enter into this Memorandum of Understanding and agree to be bound thereby; and

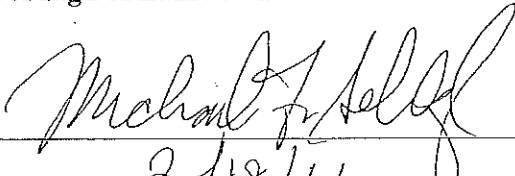
NOW, intending to be legally bound, the parties set forth below their agreements:

1. The Parties incorporate the WHEREAS Clauses stated above;
2. The collective bargaining agreement that expires on December 31, 2015 (the "CBA") shall be extended for a period of three years, until December 31, 2018. The parties agree that the CBA includes the following documents: the consolidated collective bargaining agreement between Lansdowne Borough and the Delaware County Lodge Number 27 Fraternal Order of Police on behalf of the full-time Lansdowne Police officers for the term of January 1, 2002 through December 31st 2005 and as amended by:
 - a. The executed agreement for the term of January 1st, 2006 through December 31st, 2009 with and as amended by,
 - b. The arbitration award dated January 31st, 2011 for the term of January 1st, 2010 through December 31st, 2012 and;
 - c. The Memorandum of Agreement dated May 6th, 2013 for the term January 1st, 2013 through December 31st, 2015.
3. **Term:** The term of this MOU shall extend the currently active collective bargaining agreement by three years expiring December 31st 2018, and thereafter until a new Agreement is reached or an Interest Arbitration Award is issued.
4. **Wages:** Effective January 1st 2016, there shall be a 2.5% increase in the base wage of full-time officers. Effective January 1st, 2017 there shall be a 2.0% increase in the base wage of full-time officers. Effective January 1st 2018 there shall be a 3.5% increase in the base wage of full-time officers.
5. **Retirement:** An Act 44 Deferred Retirement Option Plan ("DROP") shall be instituted by the adoption of Ordinance 1300 (attached).

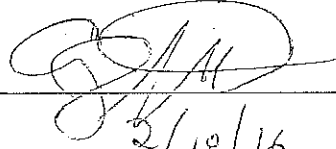
6. **Severance:** Severance pay shall not be issued at the time of "Retirement" for active police officers that opt into the Act 44 Deferred Retirement Option Plan ("DROP"). Severance pay for active police officers opting into the DROP, guided by Ordinance 1300, shall be reduced by 2% for each month of participation from an upper limit of the base-rate value of maximum accrued unused sick-time to 85 working days (680 hours) plus \$2,000. For example, the severance payment for an officer who participates in the DROP for twenty-four months shall be reduced by 48%. The severance payment shall be based on the base rate at the time of entry into the DROP. Severance pay for active police officers opting to retire and not enter the DROP will not be subject to this reduction.
7. All other terms and conditions of employment not modified by this agreement shall remain As Is.

Borough of Lansdowne

**Fraternal Order of Police,
Delaware County, Lodge No. 27**


Date: 2/18/16

Date: _____

Attest: 
Date: 2/18/16

Attest: _____
Date: _____