

**MEMORANDUM OF AGREEMENT**

**NETHER PROVIDENCE TOWNSHIP**

And

**DELAWARE COUNTY LODGE No. 27, FRATERNAL ORDER OF POLICE LODGE 27**

As a result of Act 111 Contract Negotiations, the parties agree to the following modifications of the Collective Bargaining Agreement.

**TERM:** 2 years (January 1, 2017 through December 31, 2018).

**WAGES:** An annual across-the-board increase of 3% per year effective January 1, 2017.

**SHIFT DIFFERENTIAL:**

The shift differential cap shall be \$4,850 beginning 1/1/17, \$5,500 beginning 1/1/18.

**LONGEVITY:**

The cap on longevity for Officers with less than 20 years shall be \$9,000 beginning 1/1/17, \$9,500 beginning 1/1/18.

The cap on longevity for Officers with more than 20 years shall be \$9,500 beginning 1/1/17, \$10,000 beginning 1/1/18.

**PERSONAL HOLIDAYS:**

Each officer shall be entitled to 24 hours of Personal Time annually.

An Officer may annually designate one Personal Day request as a request which shall not be denied.

**RANK DIFFERENTIAL:**

The rank differential for Sgt. shall be increased by .75% beginning 1/1/17 and an additional .75% beginning 1/1/18.

**MILEAGE:** Reimbursement of mileage shall be at the IRS rate beginning 1/1/17.

**457 PLAN:** Members shall be permitted to participate in the existing plan or one designated by the FOP.

**STATE AID:**

All State Aid attributable to police units shall be deposited in the Police Pension Plan beginning 1/1/17.

**ACT 205 STUDY:**

The January 1, 2017 Act 205 Actuarial Valuation Report shall be completed before December 31, 2017, and the Township shall commission and provide a Study to determine the cost of DROP based on the 1/1/17 AVR. The DROP study shall report the additional pension funding cost (if any) related to 24 and 36 month. Nothing herein shall limit either party in regard to future negotiations concerning DROP.

**"AS IS"**: All other terms and conditions of employment shall remain "As Is".

The parties hereto intending to be legally bound have set their names and executed this agreement below:

DELAWARE COUNTY LODGE No. 27,  
FRATERNAL ORDER OF POLICE

NETHER PROVIDENCE TOWNSHIP

By: Joseph R. Fitzgerald Date: 9/13/2017  
President

By: and Date: 9/14/2017  
Title:

Attest: Mark Dillman  
Secretary

Attest: BT

MEMORANDUM OF AGREEMENT

NETHER PROVIDENCE TOWNSHIP

And

DELAWARE COUNTY FRATERNAL ORDER OF POLICE LODGE 27

As a result of Act 111 Contract Negotiations, the parties agree to the following modifications of the Collective Bargaining Agreement.

**Term:** The agreement shall be effective for 4 years from January 1, 2013 to December 31, 2016.

**Wages:** There shall be across the board increases in base wages of members of the bargaining unit of 2.75% (1/1/13), 3.0% (1/1/14), 3.25% (1/1/15), and 3.25% (1/1/16).

**Part Time Officers:** Wages of part-time officers shall increase by .50¢ per hour each year of this agreement.

**Night Shift Differential:** The night shift differential cap for full-time officers shall be increased to a maximum of \$4,000 in 2013. The night shift differential cap shall be increased to a maximum of \$4,250 in 2014. The night shift differential cap shall be increased to a maximum of \$4,500 in 2015. The night shift differential cap shall be increased to a maximum of \$4,750 in 2016.

**Longevity:** The longevity cap shall be increased to a maximum of \$7,750 for 2013. The cap shall be increased to a maximum of \$8,000 for 2014. The cap shall be increased to a maximum of \$8,250 for 2015. The cap shall be increased to a maximum of \$8,500 for 2016.

**Uniform Cleaning Allowance:** The uniform cleaning allowance for all full-time officers will be increased by \$25 per year per officer.

**Medical Co-pays:** Beginning January 1, 2014, active officers shall contribute 1% of the premium for the medical coverage they receive. Beginning January 1, 2015, active officers shall contribute 1.5% of the premium for the medical coverage they receive. Beginning January 1, 2016, active officers shall contribute 2% of the premium for the medical coverage they receive. Officers hired on or after January 1, 2014 shall contribute 3% of the medical coverage they receive.

Contributions shall be pre-tax payroll deductions. As to specialist visits occurring on or after January 1, 2015, the reimbursement of out-of-pocket expense shall be eliminated. No premium contributions shall be charged to retired officers. Retired officers shall be reimbursed for any increase as to per service co-pays implemented after they retire.

All other medical benefits will remain the same.

**Overtime Rate:** The overtime rate shall be calculated using a 2080 hour work year as to any hours worked in excess of 171 in a 28 day work cycle.

**Rank Differential:** Effective January 1, 2014, an officer assigned to work as a detective/investigator shall receive a \$1,000 differential. Effective January 1, 2014, the rank differential for Sergeants shall be increased by .5%. Effective January 1, 2016, the rank differential for Sergeants shall be increased by .5%

**Service Increment:** Officers retiring on or after January 1, 2013 shall receive an additional \$400 per year in pension for each completed year of service in excess of 25 years, subject to the maximum provided by Act 600. This agreement shall be without prejudice to the position of either party as to the amount of service increment benefit applies to those officers who retired before January 1, 2013.

**Memorial Day:** Effective January 1, 2014, Memorial Day shall be added to the list of Festive Holidays.

**Comp Time Accumulation:** The Agreement shall be clarified to provide that an Officer may accumulate any amount of comp time during a year but may not carryover more than 240 hours into the next year. Hours in excess of 240 shall be paid to the officer in the first paycheck of the next year.

**Killed in Service:** In recognition of the passage of the Emergency and Law Enforcement Personnel Death Benefits Act, (Act 51), 53 P.S. § 891 *et seq*, death benefits shall hereafter be payable by the Commonwealth rather than the municipal police pension plan. Should Act 51 be amended or rescinded so as to result in the lessening of the benefit below 100% of the deceased officer's salary at the time of death, without enactment of other provisions requiring the Commonwealth to maintain the level of benefit, then the police pension plan shall pay such amount as is necessary to maintain a 100% survivor benefit. Nothing herein shall diminish the Township's obligation to provide medical benefits to the survivors.

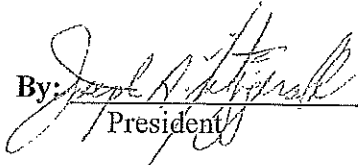

**Use of Part-time Officers:** The existing provisions concerning overtime as they relate to sick-time shall remain "as is". All other overtime shall be first offered in a timely manner to full-time officers. If no full-time officer accepts the overtime, then it may be offered to part-time officers and such hours shall not count against the existing 32 hour per week limit.

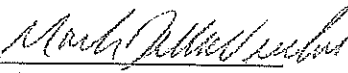
**Consolidated Agreement:** A consolidated agreement shall be prepared and executed by both parties as soon as is practical. All terms and conditions of employment not specifically changed by this agreement shall remain "as is".

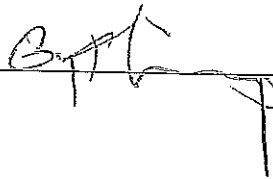
The parties hereto intending to be legally bound have set their names and executed this agreement below:

THE DELAWARE COUNTY  
FRATERNAL ORDER OF POLICE  
LODGE 27

NETHER PROVIDENCE TOWNSHIP

By:  Date: 3/17/14 By:  Date: 4/3/2014  
President Title:

Attest:   
Secretary

Attest: 

Texp Comments  
6/10/09

REVISED 3/29/12

By G. Cummings

LABOR AGREEMENT  
BETWEEN

TOWNSHIP OF NETHER PROVIDENCE,  
DELAWARE COUNTY,  
PENNSYLVANIA

AND

DELAWARE COUNTY  
FRATERNAL ORDER OF POLICE, LODGE NO. 27

JANUARY 1, 2008  
THROUGH  
DECEMBER 31, 2012



WHERE IS COMP. TIME? 3/29/12

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PREAMBLE

WHEREAS, The Board of Commissioners of the Township of Nether Providence (hereinafter referred to as "Township" or "Employer") and the Delaware County Fraternal Order of Police, Lodge No. 27 (hereinafter referred to as "Police") have engaged in collective bargaining pursuant to Pennsylvania Act III and have reached the agreements set forth herein as to the terms and conditions to be effective from January 1, 2008 through December 31, 2012;

WHEREAS, Act III provides that settlements entered into as a result of collective bargaining shall be reduced to writing;

NOW, THEREFORE, the Township and Police set forth the following terms and conditions which shall govern the employment of all full-time police officers:

ARTICLE 1 - DURATION

This Agreement shall be effective from January 1, 2008 through December 31, 2012.

ARTICLE 2 - SALARY

(A) Full-time Officers:

Effective January 1, 2008, there shall be an across the board pay raise of three and one half (3.5%) percent. Effective January 1, 2009, there shall be an across the board pay raise of three and three quarters (3.75%) percent. Effective January 1, 2010 there shall be an additional across the board pay raise of four (4%) percent. Effective January 1, 2011, there shall be an additional across the board pay raise of four (4%) percent. Effective January 1, 2012, there shall be an additional across the board pay raise of four and one quarter (4.25%) percent. This results in the salary for full-grade patrolmen being as follows:

<u>Effective Date</u>	<u>Annual Amount</u>
January 1, 2008	\$59,065
January 1, 2009	\$61,280
January 1, 2010	\$63,732
January 1, 2011	\$66,281
January 1, 2012	\$69,098

Effective January 1, 1997, the Sergeant's rank differential shall be three (3%) percent above the patrolman's base rate.

For all officers hired on or after January 1, 1990, the salary shall be seventy (70%) percent of a full-grade patrolman rate for the first twelve (12) months of employment; eighty (80%) percent of the full-grade patrolman rate for the second twelve (12) months; ninety (90%) percent of the full-grade patrolman rate for the third twelve (12) months; and, one hundred (100%) percent of the full-grade patrolman rate after completion of thirty-six (36) months.

(B) Part-time Officers

In 2008, part-time officers shall be paid \$15.00 per hour during their first year of employment and \$15.50 per hour after completion of their first year of employment. In 2009 the rates shall increase to \$15.60 per hour during their first year of employment and \$16.12 per hour after completion of the first year of employment. In 2010 the rates shall increase to \$16.22 per hour during their first year of employment and \$16.76 per hour after completion of the first year of employment. In 2011 the rates shall increase to \$16.87 per hour during their first year of employment and \$17.43 per hour after completion of the first year of employment. In 2012 the rates shall increase to \$17.54 per hour during their first year of employment and \$18.12 per hour after completion of the first year of employment. Total hours worked by all part-timers (combined) may not exceed 32 hours per week. Full-time officers are to be first offered overtime for sick-outs. If the Chief of Police is notified that an officer will use sick time for three or more



consecutive shifts, the Chief of Police may offer the shifts to part-time officers, provided they do not exceed the 32 hour per week maximum.

### ARTICLE 3 - NIGHT DIFFERENTIAL

Night shift differential shall be a part of the base wage by adding six (6) percent to the base wage, subject to an annual maximum night differential payment (the "cap" on night differential). The night shift differential cap for full-time officers shall be increased to a maximum of \$3,400 in 2008. The night shift differential cap shall be increased to a maximum of \$3,500 in 2009. The night shift differential cap shall be increased to a maximum of \$3,600 in 2010. The night shift differential cap shall be increased to a maximum of \$3,700 in 2011. The night shift differential cap shall be increased to a maximum of \$3,800 in 2012.

### ARTICLE 4 - LONGEVITY

After completion of four (4) years of continuous service, officers shall receive longevity compensation of three (3%) percent. Longevity payments shall be effective the first day of the month following completion of each four (4) years of continuous employment. The cap shall be increased to a maximum of \$5,500 in 2008. The cap shall be increased to a maximum of \$5,500 for 2008. The cap shall be increased to a maximum of \$6,000 for 2009. The cap shall be increased to a maximum of \$6,400 for 2010. The cap shall be increased to a maximum of \$6,800 for 2011. The cap shall be increased to a maximum of \$7,500 for 2012.

Excluded Language To Be Inserted: "The Longevity payments shall be increased by three (3%) percent for each additional four (4) years of continuous service to a maximum of fourteen (14%) percent or the cap, whichever is less."

OK To Add?

ARTICLE 5 - OVERTIME

Officers shall be paid at the rate of time and one-half for any time worked in excess of the officer's regularly scheduled hours of work. Time worked shall include all time required of the officer including, inter alia, all court time, district justice time, paid travel time and paid school time. The overtime rate shall include base wages, longevity and night differential, where applicable. All overtime must be approved and directed by the Chief or Assistant Chief and shall be paid in the week in which worked.

Delete +  
Replace with  
"Supervisor" or  
"OIC".  
Which Agreed To?

Officers may accumulate and carryover up to 240 hours compensatory time in any year. Comp time hours be paid to the officer in the first paycheck after the new year only upon written request and shall be paid at the previous year's rate.

ARTICLE 6 - COURT TIME

Officers shall receive a guaranteed minimum of two (2) hours of pay at time and one-half rates for appearances before the district justice. A maximum of fifteen (15) minutes in travel time to court and a maximum of fifteen (15) minutes returning from court will be added to paid court time. Such travel time, up to a maximum of 15 minutes to and 15 minutes from court, will be added to the officer's actual time spent in court. Accordingly, the only time an officer shall be paid more than the minimum two hours for court time will be when the officer's actual time spent in court plus travel time exceeds two hours.

For any "on-call" or "stand-by" time, officers shall be compensated at straight time rates with a maximum of (20) hours pay annually.

ARTICLE 7 - CALL BACK TIME

If a covered employee is called back to work for any reason, which is not an extension of his regular tour of duty, he will be entitled to a minimum compensation of two (2) hours at time and one-half rates.

ARTICLE 8 - VACATION

Effective January 1, 1993, the vacation schedule shall be based upon the following:

<u>Length of Service</u>	<u>Vacation Benefit</u>
During the first year	40 hours (5 days per year)
Beginning the second through completion of sixth year	80 hours (10 days per year)
Beginning the seventh year through completion of eleventh year	120 hours (15 days per year)
Beginning the twelfth year through completion of fifteenth year	160 hours (20 days per year)
Beginning the sixteenth year through completion of seventeenth year	176 hours (22 days per year)
Beginning the eighteenth year and thereafter	200 hours (25 days per year)

Police officers currently earning more than the above schedule shall not have their vacation days decreased. In the event an existing officer becomes eligible for additional vacation leave, the additional leave shall be granted on the basis of the above schedule. So long as a twelve hour shift schedule is in place, the vacation time of officers shall be converted to hours (rather than "days") based upon a calculation whereby each 5 day week set forth in the existing vacation schedule shall be converted to 40 hours of paid leave, unless that officer earned vacation.

time prior to 1/1/87, in which case each vacation week earned prior thereto shall be converted to 56 hours of paid leave. Vacation shall be granted at the time requested by the officer, if possible. Requests for vacation shall be submitted to the supervisor one (1) month in advance of vacation. If for vacation time would reduce the work force to an undesired level, the supervisor will assign vacation time on a seniority basis. The employee with greatest number of years of service will be given priority in selection of vacation. Unused vacation time at the time of separation shall be compensated for at the annual rate of pay at the time of separation.

*STATUS ?* CONSIDER INSERTING: Vacation must be used in the year earned unless extended in writing by the Township Manager.

#### ARTICLE 9 - HOLIDAYS AND FESTIVE DAYS

Officers shall be entitled to fourteen (14) paid holidays (112 hours) annually. Officers required to work on the Fourth of July, Thanksgiving Day, Christmas Day or New Year's Day shall be paid double time for the day's work in addition to the paid holiday. So long as a twelve hour schedule is in place, paid holidays shall be converted to hours on a "one day equals 8 hours" basis.

#### ARTICLE 10 - PERSONAL DAYS

Each officer shall be entitled to two (2) personal days (16 hours) annually. So long as a twelve hour schedule is in place, paid personal days shall be converted to hours on a "one day equals 8 hours" basis.

#### ARTICLE 11 - WORK SCHEDULE

The current shift schedule shall be a twelve (12) hour shift. All language in the collective bargaining agreement pertaining to overtime shall be converted to a twelve (12) hour shift. No

WE AGREED TO  
DELETE!

\*CONSIDER DELETING,  
OR SUPPLY SCHEDULE,  
SCHEDULE NEVER ATTACHED.

overtime will result from the change to the twelve (12) hour shift. A copy of the shift schedule is attached to and is part of this collective bargaining agreement. In order to average forty (40) hours per week, officers shall receive eight (8) hours in each four (4) week work cycle for a total of one hundred-four (104) hours annually. Fifty-six (56) hours are to be taken as directed by the Chief with one (1) month's notice to the officer and the remaining forty-eight (48) hours may be designated by the officer if application is made at least one (1) month in advance. In no event may more than three (3) consecutive shifts be taken without prior approval of the Chief. Effective January 1, 2001 the Chief of Police shall have the discretion to schedule any Detective to an eight (8) hour shift (regardless of the existence of a twelve (12) hour shift applicable to other officers).

#### ARTICLE 12.- SICK LEAVE

The sick leave policy is granted to officers for the primary purpose of aiding employees through an extended illness. It is not the intent of this policy in any way to extend vacation time or to allow convenient time off. Violators of the intent of this policy may jeopardize their future benefits. Employees shall have ten (10) hours of sick leave for each month of service. Sick leave shall be earned by an employee from the date of employment to the date of separation. A doctor's certificate shall be required for any absence from work due to sickness for three (3) or more consecutive shifts unless waived by the Township. For absences of less than three (3) consecutive shifts, a doctor's certificate may be required when, in the opinion of the Township, the officer has been abusing the sick leave privileges. Cost of the doctor's certificate shall be paid by the Township. Records of accumulation and use of sick leave shall be maintained in the administration office. Sick leave forms may be filled out by the officer immediately upon return

to work and approved by the supervisor. Officers shall notify the supervisor prior to reporting time of illness or the lost time shall not be chargeable to sick leave. Sick leave may be extended or advanced by action of the Township Commissioners only. In the event of a serious prolonged illness, the Commissioners, upon review of the case and upon the recommendation of the police physician and/or personal physician may pay the officer's full salary during the time of said prolonged illness for a period of up to one (1) year. In that event, all insurance benefits provided by the Township (except for medical) shall be retained by the Township during said illness. Upon his return to duty, an officer shall retain up to ninety-six (96) hours leave, if he has accumulated such sick leave. As an incentive for not abusing sick leave, if no sick leave is used for each six (6) month period of employment, the officers shall be granted eight (8) hours of additional sick leave.

Full-time officers accumulate 10 hours of sick leave per month (120 hours per year) and can accumulate up to a maximum of 1,200 hours of unused sick time (the "bank" of accumulated sick time). Officers shall continue to earn sick time at the rate of 10 hours per month.

In order to allow for early use of sick time in a particular year, the Township shall advance or front 48 hours of sick time to each full time officer in each year as of January 1 of that year.

For officers with less than 1,200 hours of accumulated sick time, sick time shall continue to be added to the bank at the rate of 10 hours per month (subject to the 1,200 hour cap). When the officer uses more than 48 hours sick time in a year, the additional sick time used shall be deducted from the bank as it is used.

Since an officer who has 1,200 of unused sick time is not accumulating sick time, when the officer exceeds 48 hours of sick time usage in a year, the sick time in excess of 48 hours shall



#### ARTICLE 14 - WAGE COMMITTEE MEMBERS

The Township shall allow duly designated Wage Committee Members time off with full pay for attendance at negotiating and arbitrating sessions.

#### ARTICLE 15 - CLOTHING ALLOWANCE FOR NON-UNIFORMED OFFICERS

The Township shall provide a clothing allowance for all non-uniformed officers in the amount of Two Hundred Fifty (\$250.00) Dollars per officer per year.

#### ARTICLE 16 - CLEANING AND MAINTENANCE ALLOWANCE

A cleaning and maintenance allowance of Three Hundred Fifty (\$350.00) Dollars per year shall be provided for uniformed personnel.

#### ARTICLE 17 - MILEAGE REIMBURSEMENT FOR POLICE SCHOOLS

Any officer attending a police school and using his own motor vehicle shall be reimbursed for his traveling expenses at Fifteen (\$.15) Cents per mile and shall be further reimbursed the reasonable expense for meals and other necessary expenses incurred in connection therewith.

#### ARTICLE 18 - PHYSICAL EXAMINATION

At the discretion of the Township, any officer may be required to take and pass a physical examination related to said officer's fitness to perform particular duties. Said officer may obtain a medical opinion from a doctor of his own choice. In the event of a disagreement, the parties shall agree upon a disinterested medical specialist in the field of said officer's deficiency and his

be deducted from the officer's accumulated time as it is used. The officer shall be credited with 10 hours of sick time each month that the accumulation is below 1,200 hours, subject to the cap of 1,200 hours.

For the purposes of calculating Severance Pay (one-half of the accumulated sick leave bank), the amount of sick leave used in the calculation shall be the actual accumulation as of the date of the termination of the officer's employment and the maximum accumulation shall remain at 1,200 hours.

Officers who use no sick time in a 6-month period will continue to get 8 hours of additional sick time. However, in order to streamline the administration of this benefit and to coordinate the 6-month anniversary for all officers, the accumulation shall be taken from the 6-month periods prior to January 1, 2005 and July 1, 2005 and on January 1 and July 1 of each year thereafter. Officers not sick for periods of time leading up to January 1, 2005 will be granted additional hours based on the following schedule:

No sick time use for 6 months	8 hours
No sick time use for 5 months	6 hours
No sick time use for 4 months	5 hours
No sick time use for 3 months	4 hours
No sick time use for 2 months	3 hours
No sick time use for 1 month	2 hours

ARTICLE 13 - DEATH IN FAMILY

Each officer shall have thirty-six (36) hours off for a death occurring to a member of his family which shall be defined as a parent, spouse, parent-in-law, child, grandchild, grandparent, brother or sister.

opinion shall be binding. In any event, no officer shall be required to sign a medical release other than a release only indicating that officer's fitness for duty. The officer shall correct such physical deficiency as the physician shall direct. The correction of the deficiency will be at the expense of the officer but the expense of all medical exams will be at the expense of the Township.

#### ARTICLE 19 - OUTSIDE EMPLOYMENT (MOONLIGHTING)

Officers shall be permitted part-time employment provided that same does not interfere with their duties as police officers.

#### ARTICLE 20 - PERSONNEL FILES

The Township shall notify each police officer of any negative information placed in his or her personnel file and the officer shall have the right to enter into the file a written response.

#### ARTICLE 21 - RESIDENCE

The police officers shall not be required to live in the Township as a condition of their employment.

#### ARTICLE 22 - SEVERANCE PAY

When police officers are furloughed or retired, they shall be eligible to receive a severance pay calculated at one-half (1/2) of their accumulated sick leave up to a maximum of six hundred (600) hours.

ARTICLE 23 - MEDICAL BENEFITS

All full-time officers opting for medical coverage shall receive Keystone HMO 10 (\$10 primary care office visits/ \$15 specialty care visits) with a \$4/\$8 Rx Rider. The Township will reimburse officers \$10 per specialty care visit with proof of payment. The Township will also provide Blue Shield Dental Plan with all four options at 100% coverage, Dental Orthodontic Rider of \$2,000 and Blue Shield UCR Vision Care Program. (The Township shall be responsible for all premiums associated with the Dental, Orthodontic, and Vision coverages.)

VERIFY OR REMOVE! Where'd this com from?

The Township will provide medical and health coverage for an officer and his family should the officer retire at or after age 55 but before age 65. These benefits will cease when the retired officer reaches age 65 and is eligible for Medicare.

PLEASE! ADD. INSERT HERE: ALL Categories of premium caps shall apply. OR

The Township shall provide medical and health coverage for an officer and his family on a Service Connected Disability until such officer reaches Medicare eligibility. The officer is also eligible to participate in the opt-out program.

RESPOND FROM 1990 AWARD

The Township shall pay one-thousand (\$1,000) dollars to any active officer or retiree who opts-out of the Township paid health insurance plan if the individual does so between January 1 and July 1 of any contract year. If the individual chooses to opt-out of the Township paid health insurance program between July 1 and October 31 of any contract year, he/she shall receive a five hundred (\$500) dollar payment. There shall be no payment for a year in which he/she opts-out after October 31 of any contract year. Any individual who has opted-out of the Township paid health insurance plan during a contract year, shall be paid one thousand (1,000) dollars per year for each subsequent contract year he/she remains out of the plan. An officer who opts-out of the Township paid health insurance plan may opt back into the Township paid health insurance plan anytime prior to his/her retirement by complying with the rules of the Township and the third

party carrier. Upon opting back into the Township's paid health insurance coverage, the individual may only join the HMO coverage offered by the Township. \*

\* Sections of offering comparable benefits and to give consideration to DVHIT have been excluded - See Attached Sheet 17 End!

THIS IS IN  
1999 SUPPLEMENTAL  
STRONGAWARD  
SHEET 17 END!

ARTICLE 24 - LIFE INSURANCE

The Township shall carry a group term life insurance policy on the life of each officer in the amount of Fifty Thousand (\$50,000) Dollars with double indemnity. The Township shall also provide a Thirty Thousand (\$30,000) Dollar accidental death and dismemberment policy and a Ten Thousand (\$10,000) Dollar paid up life insurance policy upon an officer's retirement.

WHAT ABOUT  
DISABILITY?

ARTICLE 25 - FALSE ARREST INSURANCE

The Township shall provide police professional liability insurance with liability limits of Five Hundred Thousand (\$500,000.00) Dollars for each person, One Million (\$1,000,000.00) Dollars for each incident and One Million 1,000,000.00) Dollars aggregate.

ARTICLE 26 - CRIMINAL AND CIVIL SUITS

In the event a police officer is charged with a criminal offense which arises directly from his performance of his official duties, the officer shall select his own counsel for defense and the Township shall contribute to said officer's legal fees as follows:

(a) No contribution shall be made to said officer's legal fees until the conclusion of the case, including all appeals therefrom.

(b) If the officer is convicted and said conviction is not overturned on appeal, the Township shall not contribute toward said counsel fees.

(c) If the officer is convicted on appeal, the Township shall not contribute to said counsel fees.

(d) If the officer is found not guilty, the Township shall contribute towards said legal fees as follows:

- (1) If the case is terminated at the District Justice level, the Township shall contribute up to Five Hundred Twenty-five (\$525.00) as billed;
- (2) If the case is terminated at the Court of Common Pleas level, the Township shall contribute up to three thousand (\$3,000.00) Dollars for a misdemeanor and Six Thousand (\$6,000.00) Dollars for a felony as billed;
- (3) If said officer is first acquitted and a subsequent appeal is taken, the Township shall contribute toward the counsel fees for each occasion.

#### ARTICLE 27 - RETIREMENT BENEFITS

In accordance with Pennsylvania Act 600, the Township shall provide a retirement plan for all officers of the Police Department <sup>\*</sup> and the survivors of officers who die while on service or disability pension or while eligible for either such pension.)

Police officers shall be eligible for pension upon reaching age fifty-five (55) with twenty <sup>(CONFIRM)</sup> five (25) years of service. Pension benefits shall be fifty (50%) percent of the average salary during the last thirty-six (36) months of employment. Officers shall have the option to take "early" retirement after serving 20 years of service and receive an actuarially reduced pension benefit calculated in accordance with Act 600 (Act 24 of 1998). Officers electing an early retirement may continue to participate in the Township's health plan at the officer's own cost. Regardless of such participation, on what would have been the Officer's superannuation date had the officer not elected to take an early retirement (that is, the date on which the officer could retire from the police force with full age/service pension benefit), the officer shall be entitled to

*\* This language has been added - where did this come from (ORIGIN!)*



participate in the Township's post retirement health benefit plan under the terms and conditions, which includes the types of benefits provided and cost sharing, if any, which would apply if the officer were retiring on his/her superannuation date.

The police pension contribution for 1996 shall be four and one-quarter (4.25%) percent. Effective January 1, 1997, the existing Social Security offset shall be eliminated and the police pension contribution shall be five (5%) percent.

Officers shall be entitled to an additional annual retirement benefit of Three Hundred (\$300.00) Dollars for each completed year of service in excess of twenty-five (25) years up to the maximum permitted by Act 600. Effective January 1, 1999, there shall be a cost-of-living benefit added to the pension plan for all officers who retire on or after January 1, 1999, subject to a cap of ten (10%) percent of the pension benefit. Effective January 1, 2001, the pension plan and pension benefits shall be amended to provide that the cost-of-living benefit payable to officers who retire on or after January 1, 2001 shall be subject to a cap of twenty (20%) of pension benefits.

The Township shall provide for all officers a vested pension benefit under which, upon completion of twelve (12) years of total service, if the officer for any reason ceases to be employed as a full-time police officer by said Township, he shall be entitled to vest his retirement benefits by filing with the Township 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 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 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.

It is anticipated that the Township shall distribute the full amount of State Aid that will provide equitable treatment to all employees, i.e. police, or non-uniform, from having to bear assessments that are unjustifiably greater than that of other units. Alleged inequitable treatment shall be subject to the grievance procedure. For the purpose of this article, the consideration of determining "equitable treatment" shall include but not be limited to the following factors: "Unit Value" as applied under Pennsylvania Act 205; the past practice of the parties with respect to the allocation of State Aid; and any actuarial recommendations with respect to the funding of the pension plan.

The pension plan shall be amended so as to permit the purchase by an officer of retirement credit for time served in the United States Armed Forces consistent with Act 600. The purchase of such time shall be at the sole cost of the officer and shall be in accordance with Act 600 and state law. The purchase of such service time shall be solely for the pension purposes described in Act 600 and for no other reason, and shall not impact an officer's entitlement to any other benefit or form of compensation under the collective bargaining agreement.

The surviving spouse/dependents of an officer who dies after retiring or reaching eligibility for a superannuation retirement, shall be entitled to receive the post retirement medical benefit in existence at the time of the officer's death for a period of two (2) years from the date of the officer's death.

The parties are aware of circumstances whereby it may be impractical for a person eligible for post retirement medical benefits to continue to receive such benefits due to leaving

the geographic area serviced by the medical plan. The parties are directed to explore ways to resolve this issue or to use an arbitration panel to resolve it.

#### ARTICLE 28 - GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute involving the interpretation or application of any specific provision of this Agreement. The grievance may be asserted by an individual officer or his FOP representative. Questions of whether the Township has disciplined an officer for just cause may be tried under this procedure.

Level One - Chief of Police. No later than thirty (30) calendar days after the event which leads to a grievance, the officer or his representative shall submit a written description of the grievance to the Chief of Police. The description shall refer to the specific provision that is alleged to have been violated and shall set forth the remedy requested. The Chief of Police shall respond within ten (10) days. If no response is received or if the response is unsatisfactory, the officer or his representative may proceed to Level Two.

Level Two - Township Manager. In the event no decision is rendered within the ten (10) days set forth above or in the event that the decision is unsatisfactory, the officer or his representative may, within a period of an additional seven (7) days, submit the grievance to the Township Manager for written response. The Township Manager shall have seven (7) days to respond. In the event the response of the Township Manager is unsatisfactory, or in the event of no response within seven (7) days, the officer or his/her representative may proceed to Level Three.

Level Three - Board of Commissioners. In the event that there is no answer to Level Two or that the officer or his representative desires to proceed further, within seven (7) days of the

answer at Level Two, the officer or his representative may present the matter to the Board of Commissioners. The Board of Commissioners shall answer the grievance within fourteen (14) days of the submission of the grievance. If no answer is submitted within that time frame, or if the answer is unacceptable, the officer or his representative may proceed to Level Four.

Level Four - Arbitration. In the event the grievance is not resolved at Level Three, the officer or his representative may request arbitration. If arbitration is requested, the parties shall have ten (10) days to agree upon a neutral arbitrator to resolve the dispute. If they are unable to do so, the matter will be submitted for a list of arbitrators from the Federal Mediation & Conciliation Service. The decision of the arbitrator shall be based solely on the meaning or application of the express terms of the Agreement. The arbitrator shall have no authority to add to, subtract from or modify the provisions of the Agreement. The arbitrator shall submit a decision only on the specific issues submitted and shall render a decision within thirty (30) days of the close of the hearing or submission of briefs, whichever is later, unless the parties agree to an extension. The decision of the arbitrator shall be final and binding on all parties. The fees and expenses of the neutral arbitrator shall be shared equally by the parties. The time limits set forth herein may be extended only upon mutual written consent of the parties.

#### ARTICLE 29 - DISABILITY

(A) Service Connected Disability.

If a covered employee is totally and permanently disabled as the result of a service connected disability, he shall receive seventy-five (75%) percent of the average monthly W-2 compensation over the last 36 months of the disabled officer's active employment (i.e., the

period before the officer became injured or ill due to service-related cause(es) and thus unable to perform regular duty on a steady basis, leading to a finding of permanent disability).

The pension shall be payable to the officer for life, and upon death of the officer, shall be subject to payment to the officers survivors as defined under Act 600. Workers compensation benefits directly received by the officer for periods coincident with the officer's receipt of disability benefits shall be credited against the monthly amount paid by the Police Pension Fund so the combination of pension and workers compensation received each month does not exceed one-hundred (100%) percent of the officers monthly salary at the time of disability. If the officer settles the workers compensation claim and receives a lump sum payment, the net proceeds received by the officer shall be amortized over the officer's life expectancy as determined by the then-current life tables published by the National Center for Health Statistics, and the monthly amount resulting shall be the amount to be considered in determining the credit (if any) to be applied against the police pension so that the total monthly amount received by the officer does not exceed one hundred (100%) percent of the officers monthly salary at the time of disability.

(B) Non-Service Connected Disability.

If an officer is disabled due to a non-work related injury, that officer shall receive short-term disability payments in the amount of \$1,000 per week for 26 weeks after they utilize ~~their~~ sick time. all paid time off (see 87' - 89' AWARD) KEEP IN!

## ARTICLE 30 - LIGHT DUTY POLICY

### (A) Policy Statement.

The purpose of this policy is to provide police officers employed by the Township of Nether Providence Police Department (“Nether Providence” or the “Township”) with modified duty assignments under the circumstances described below. The Policy is applicable to all Township police officers who have been injured while on duty and who satisfy the requirements stated in this policy. The Policy is designed to provide police officers with temporary modified duty assignments with the intent that the officer returns to work at the end of the temporary assignment.

### (B) Requirements.

The Township will consider creating modified duty work assignments only for employees who are receiving benefits under the Pennsylvania Workers’ Compensation Act and /or Pennsylvania Heart and Lung Act and are not yet able to perform the full duties of their regular position. Modified duty assignments will be made to officers only under the following conditions:

- (1) A determination has been made by the Township that there is a particular job or task needed to be performed for the Township;
- (2) A determination by an appropriate medical professional selected by the Township that the employee is able to perform the essential functions of the modified duty position; and
- (3) The determination by the medical professional selected by the Township that the officer’s condition is temporary and that the officer is likely to be able to



return to full-duty on a full-time basis at the end of the modified duty assignment.

This modified duty position will be created and maintained only for a temporary period of time up to six months. As a result of this Policy, the Township does not incur an obligation to provide for modified duty work if such work is not necessary or available or if the employee does not satisfy the criteria and procedures stated herein. The Township retains the right to decide whether to create a modified duty assignment based upon the needs of the Township and all assignments shall be made in the discretion of the Township.

(C) Procedure.

- (1) Modified duty work may be provided to an officer either on a full or part-time basis depending upon the needs of the Township and the medical condition of the employee. The employee will receive the regular rate of pay for hours worked on the modified duty position.
- (2) All Work during a light duty assignment shall be on weekdays between the hours of 7:00 a.m. and 7:00 p.m.
- (3) If the modified duty time is for less than the normal full-time hours worked, the remainder of the officer's compensation will continue to be covered by the Workers' Compensation/Heart and Lung Act for the duration of the claim, if the officer meets the requirements of those statutes.
- (4) Any approval for modified duty will be at the sole discretion of the Township having reviewed the case file, the employee's work history, as well as the legitimate work needs of the Township.

- (5) The officer shall notify the Township of any doctor's appointments, therapy sessions, tests or other medical appointments for treatment of the work-related injury/illness and shall be permitted time off from scheduled hours to attend to such treatment. The officer shall exert reasonable efforts to schedule such appointments during the workday as to minimize the disruption of the workday.
- (6) The officer's status on light duty shall not affect in any way his or her entitlement to night differential pay or any other benefit under the collective bargaining agreement.
- (7) An officer working in a temporary modified duty position must comply with all of the rules, regulations and policies of the Township.
- (8) The Township retains its discretion to assign officers eligible for modified duty positions, including but not limited to the situation where there are fewer positions created than there are officers eligible for such positions.

(D) Modified Duty Assignments.

The duties, responsibilities and attire of an officer performing modified duty shall depend upon the condition of the officer and the nature of the work involved. Duties to which Modified Duty Officers may be assigned include but are not limited to:

- (1) Answering phones in headquarters, or in the Township offices;
- (2) Filing reports;
- (3) Typing reports;
- (4) Giving classroom presentations at any of the schools in the Township;
- (5) Other duties as determined by the Chief of Police and/or Township Manager.

Officers performing modified duty are still considered sworn police officers and will be expected to act in accordance with the police and practices and meet the performance standards of the Nether Providence Police Department. The Township reserves the right at its discretion to order the individual to perform normal police duties consistent with his/her injuries. The decision of whether an officer working on light duty will be permitted to carry a weapon is left to the discretion of the Township. The Township may discontinue this policy at its discretion.

#### ARTICLE 31 - BI-WEEKLY PAYROLL

There shall be a bi-weekly payroll for the police department.

#### ARTICLE 32 - MANAGEMENT RIGHTS

The management of the police department and the direction of its working force shall be vested exclusively in the Town provided that such rights shall not be contrary to law or the terms of this Collective Bargaining Agreement. These rights shall include but not be limited to: the right to hire, discharge, promote, lay off, assign and transfer officers; and the right to schedule hours of work.

#### ARTICLE 33 - DRUG AND ALCOHOL TESTING

If the Township has reasonable suspicion that an officer has been consuming illegal drugs or alcohol, it may require that officer to submit to a test to determine the presence of such illegal drugs or alcohol. Such reasonable suspicion shall be clearly substantiated by the Township. All testing shall be performed by a facility which has been duly licensed by the Center for Disease Control. If the officer refuses to submit to such a test, that officer shall be terminated. The

officer shall be paid for the time spent during the test. If the result of the test is positive, (that the officer has consumed illegal drugs or alcohol), the officer shall be dismissed from employment by the Police Department.

#### ARTICLE 34 - AGENCY SHOP

All members of the police department who do not join the bargaining unit representative shall, as a condition of continued employment with the Township as a police officer, pay to the employee representative each month, a service charge ("fair share fee") which represents a contribution toward the administration of the collective bargaining agreement between the parties. Such charge shall be equal to the individual's proportionate share of the expenses incurred by the employee representative in the administration of the collective bargaining agreement. The charge shall be calculated annually based upon contract administration expenses for the prior year. The police shall indemnify and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Township for the purpose of complying with any of the provisions of this agency shop clause. The Township is required to deduct the current dues and assessment from compensation received by members of the Police Department. The dues and assessments shall be deducted in equal portions of the total assessment from each member's paycheck of each pay and shall be forwarded to the treasurer of the bargaining unit representing the police department.

#### ARTICLE 35 - OVERTIME LIST

The procedures to be utilized regarding the OT list shall be agreed upon and memorialized in the CBA.

*— must be added or incorporated into the CBA!  
" STILL NEED TO SEE THE WRITTEN  
PROCEDURES ?!*

ARTICLE 36 - OTHER BENEFITS

All terms and conditions of employment not specifically addressed by this Agreement shall remain "As Is".

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

TOWNSHIP OF NETHER PROVIDENCE  
("TOWNSHIP")

FRATERNAL ORDER OF POLICE  
LODGE NO. 27 ("POLICE")

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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