
CONSOLIDATED COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF SWARTHMORE

and

**DELAWARE COUNTY LODGE # 27
FRATERNAL ORDER OF POLICE**

**ON BEHALF OF
THE MEMBERS OF THE POLICE OFFICERS
OF THE BOROUGH OF SWARTHMORE**

EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

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AGREEMENT

THIS AGREEMENT, made by and between **THE DELAWARE COUNTY FRATERNAL ORDER OF POLICE, LODGE NO. 27**, on behalf of the members of the Police Force of the **BOROUGH OF SWARTHMORE**, {hereinafter referred to as "Police"}, and the **BOROUGH OF SWARTHMORE**, {hereinafter referred to as "Borough"}.

WITNESSETH

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

WHEREAS, the Police and the Borough have, on the date set forth above, reached an agreement concerning terms and conditions of employment of all Police Officers, both full and part-time.

NOW, THEREFORE, the Police and the Borough set forth the following to become effective January 1, 2018 through December 31, 2020, as indicated, which constitutes the agreement reached between the parties:

WAGES

Effective January 1, 2018 the base salary for PATROL OFFICER shall be increased by three percent [3.0%], to \$81,793.62 per year, payable weekly.

Effective January 1, 2019 the base salary for PATROL OFFICER shall be increased by three percent [3.0%], to \$84,247.43 per year, payable weekly.

Effective January 1, 2020 the base salary for PATROL OFFICER shall be increased by three percent [3.0%], to \$86,774.85 per year, payable weekly.

Effective January 1, 2007, the Sergeant's rank differential shall be seven and one-half percent [7.5%] above the base salary for a patrol officer.

PAY RANGES

1. For the first twelve [12] months at seventy percent [70%] of the base salary of a full-grade patrol officer.
2. For the second twelve [12] months at eighty percent [80%] of the base salary of a full-grade patrol officer.
3. For the third twelve [12] months at ninety percent [90%] of the base salary of a full-grade patrol officer.
4. On the completion of thirty-six [36] months at one hundred percent [100%] of the base salary of a full-grade patrol officer.

LONGEVITY

After four [4] years of service, officers shall receive a longevity compensation of three and one-half percent [3.5%]. The longevity payments will be increased by three quarter percent [.75%] each year of service thereafter to a maximum of sixteen and one quarter percent [16.25%] after twenty-one [21] years of service.

Longevity bonus will be computed on base salary, and shall be paid quarterly, on March 31, June 30, September 30, and with the 2nd pay of December of each year.

For officers hired on or after January 1, 2013, longevity shall be paid to the officer at the rate of 2% for each three (3) years of completed service. Accordingly, after three (3) years of completed service, the officer shall receive 2% longevity; after six (6) years of completed service, the officer shall receive 4% longevity; after nine (9) years of completed service, the officer shall receive 6% longevity; and so on until the officer reaches 15% longevity, which shall be the maximum rate of longevity.

SHIFT DIFFERENTIAL

Shift differential shall be paid for any shift that starts at or after 4:00 p.m. or before 8:00 a.m. For patrol officers, shift differential will be calculated as 10% on the base salary of a full grade patrol officer paid for 1488 hours in even installments throughout the year. For sergeant, shift differential will be calculated as 10% on the base salary of the sergeant paid for 1488 hours and also paid in even installments thorough out the year.

OVERTIME

- A. Officers working a twelve-hour shift schedule will be compensated at time and one-half for all time worked in excess of their regularly scheduled twelve-hour shift in any one [1] day or in excess of eighty-four [84] hours in a fourteen [14] day work cycle.
- B. The hourly overtime pay rate shall be based determined by dividing the annual base salary, including shift differential, by 2080 hours and multiplying by 1.5.
- C. All officers will be paid a minimum of two [2] hours overtime when called to duty for other than a regularly scheduled shift or when the officer is summoned to attend a District Justice level court proceeding.
- D. All officers will be paid a minimum of four [4] hours overtime if summoned to attend a court proceeding at a level higher than District Justice.
- E. In lieu of monetary compensation for overtime worked, an officer will be permitted to take compensatory time off at the same rate of time and one-half [1 1/2].

PART-TIME OFFICERS

The Borough may use part-time officers to supplement a shift (or portion of a shift) that has a full-time officer assigned and present. The Chief of Police shall be considered a full-time officer if filling his/her regular shift.

Part-time officers shall be paid an hourly wage equal to 50% of the base pay paid to full-time officers. Part-time officers are not entitled to any other form of compensation or benefit in the Collective Bargaining Agreement, including access to grievance procedures, unless expressly stated otherwise.

SHIFTS AND SHIFT SCHEDULING

- A. The normal work cycle for full time bargaining unit officers shall be eighty-four [84] hours in a fourteen [14] day work cycle. There shall be not less than seven (7) full time bargaining unit officers assigned to that cycle. Those officers shall work twelve (12) hour shifts, with one shift beginning at 0700 hours and ending at 1900 hours, and the other shift beginning at 1900 hours and ending at 0700 hours. The 12-hour shift schedule shall be based upon a fourteen (14) day cycle, whereby patrol officers in a given platoon shall be scheduled to work two days ("2 on" = M-T), followed by two days off ("2 off" = W-Th), work three days ("3 on" = F-Sa-Su), followed by two days off ("2 off" = M-T), work two days ("2 on" = W-Th), followed by three days off ("3 off" = F-Sa-Su) [with the complimentary platoon working the vice versa schedule], following which the platoons shall rotate to the opposite shift for another 14 day work cycle.
- B. The shift schedule shall be posted annually.
- C. No officer will be permitted to take a shift off if his or her partner has previously requested and had approved the same shift off for Kelly time, holiday, vacation, or attendance at school. (This limitation will not apply to an officer who has no full time partner.)
- D. The posted shift-schedule may be modified up to five times per year for attendance at school and/or training. After five [5] shift changes in any one calendar year, the officer will be paid at time and one-half [1 1/2]. Verbal consultation with the affected officer or officers will precede any changes in the posted shift schedule.
- E. All officers are permitted to trade shifts, provided that the Chief of Police is notified and proper coverage is maintained.
- F. Exceptions to all of the above stipulations are permitted in an emergency situation in which all officers are called to duty.

COMPENSATED TIME OFF

To accommodate the shift schedule, all reference to time off shall be converted from days to hours.

MONTHLY KELLY DAYS

There will be One hundred and four [104] hours of Kelly time per year which may be taken at the officer's discretion at any time throughout a calendar year.

AREA COVERAGE

Each year the Borough provides police service to Rutledge, each full-time officer shall receive an annual payment of Three-Thousand Three-Hundred Dollars [\$3,300] to be paid with the first pay in December. If the officer terminates employment, they will be paid a pro-rata share of the annual payment. The amount of bonus paid for area coverage shall be subject to renegotiating if the Borough adds coverage of another municipality in addition to the Borough of Rutledge. The Borough shall not add coverage of another municipality during the term of this agreement.

ON CALL TIME

The Borough shall provide compensation at the rate of Thirty-Five Dollars [\$35.00] per day with a maximum annual compensation of Seven Hundred Dollars [\$700.00] per year.

HOLIDAYS & FESTIVE DAYS

- A. Officers shall be entitled to Fourteen [14] paid holidays annually; i.e., [112] One hundred-twelve hours. Of these, six, [6] are "Festive holidays" and are designated as New Year's Day, M.L. King Day, Memorial Day, Independence Day, Thanksgiving, and Christmas. These holidays cannot be accumulated, but must be taken during the said calendar year.
- B. If an Officer works on a Festive holiday, that Officer shall receive, in addition to the One Hundred and twelve [112] hours set forth in (a) above, double time for all hours worked on the Festive holiday, plus compensatory time off equal to the number of hours worked.
- C. Holidays may be taken at any time during the calendar year at the officer's discretion, as long as two days' notice is given.
- D. If an officer is prevented from taking any of his or her holiday time due to being called to emergency duty, the officer will be compensated at the rate of straight time for all hours owed, or permitted to use them in the following year.

- E. If the officer is prevented from taking any of his or her holiday hours due to injury or illness, the officer will be compensated for those hours on a pro-rated scale based on the number of days worked in said year. The officer may use those hours in the following year or receive straight pay for each hour owed.

VACATIONS

- A. 1 year - 96 hours
5 years - 144 hours
10 years - 192 hours
15 years - 216 hours
20 years - 240 hours
- B. Vacations shall be selected based on seniority until March 31st of each calendar year. Any vacation not selected by that date shall be selected on a first-come first-served basis.
- C. Vacation time cannot be accumulated, but must be taken during each calendar year.
- D. If an officer is prevented from taking any earned vacation time due to being called to emergency duty, that officer will be permitted to carry that time over to the next calendar year or will be permitted to carry that time over to the next calendar year or will be compensated at the rate of straight pay for each hour not taken.
- E. If an officer is prevented from taking any of his or her earned vacation time due to injury or illness, that officer will receive compensation for those hours on a pro-rated basis calculated on the number of weeks worked in the following year or be paid for them at the rate of straight time for each hour not taken. The number of hours owed to any officer will not accumulate beyond Two Hundred Forty [240] hours.
- F. Vacation weeks shall consist of Forty-eight [48] hours.

PERSONAL DAYS

- A. There shall be twenty-four [24] hours of personal time, which can be scheduled at the officer's discretion on 24 hours advance notice. In the case of emergency, no advance notice shall be required.
- B. Under special circumstances, if approved by both parties, compensated time off may be carried over to the next calendar year, to be used by the end of the year.

SICK LEAVE

Each officer shall be allowed one hundred forty-four [144] hours of sick leave per year with a maximum accumulation of twelve hundred [1200] hours. Officers hired on or after January 1, 2013 shall receive annual sick leave as follows:

- During the first calendar year of employment: a pro-rated 56 hours.
- Second calendar year of employment: 56 hours.
- Third and subsequent calendar years: 112 hours annually.

Officers hired on or after January 1, 2013 may accumulate up to 1,000 hours of unused sick time. Upon resignation or retirement in good standing, the Borough shall buy back 50% of unused sick time.

The Borough may, at its discretion, offer an annual buy-back of unused sick time.

MEDICAL BENEFITS

- A. Effective January 1, 2018, the Borough will change to a High Deductible Health Plan (HDHP), as shown in Attachment A, with the deductible fully funded by the Borough through a Health Savings Account (HSA). There will be no required contribution to premium for any officer. Officers will be responsible for all required co-pays after the deductible is met with no reimbursement from the Borough.
- B. In the event that any government-authorized or government-required health plan is enacted, the Borough reserves the right to change coverage to such a plan, provided that said plan provides the same or better level of coverage.
- C. The Borough may, at its discretion in any year, offer a monetary benefit to any officer who opts out of the Borough-paid health insurance plans or who opts into a lesser benefit than the one to which the officer may be entitled.
- D. The Borough shall establish a Health Savings Account (HSA) for each officer and their dependents, which shall be funded by payroll deductions as directed by the officer.

POST-RETIREMENT MEDICAL BENEFITS

Any officer who retires on a normal or service-related permanent disability shall receive from the Borough the medical, prescription, vision and dental coverage identical to the coverage received by the officer immediately prior to retirement. Such benefits shall also be provided to the officer's spouse and eligible children, and shall be at no cost to the officer or their family. The officer shall receive such coverage until they are eligible for Medicare, or for a period of ten (10) years, whichever period of time is shorter. The spouse of the officer shall be eligible for coverage until they are eligible for Medicare, or for a period of ten (10) years, whichever period of time is shorter. The children of the officer or spouse shall receive coverage until neither the officer nor the spouse receive coverage, but in no case shall a child be covered past the age of 26.

The Borough's obligation to provide post-retirement medical coverage may be suspended during a period when the recipient obtains equal or better coverage at no additional cost to the recipient. If the alternative source of medical coverage becomes unavailable to the recipient before the recipient is eligible for Medicare, upon request from the recipient the Borough will immediately re-enroll the recipient in the Borough's medical plan for the balance of the 10 years (120 months) of Borough coverage (e.g. if the recipient had received 7 years (84 months) of Borough coverage before the Borough's obligation was suspended, they will have 3 years (36 months) of pre-Medicare coverage remaining).

In the event of an officer's death in the line of duty, medical benefits enjoyed by the officer at the time of his or her death shall be continued for the officer's spouse and children until the death or remarriage of the widow/widower and until any children reach the age of eighteen, or if full-time students, age twenty-three.

DISABILITY

1. Service Connected Disability:

A. An officer suffering illness or injury while performing duties of a sworn police officer, either in or out of uniform, which renders the officer temporarily incapable of further performing his or her duties, shall receive all benefits defined under the Pennsylvania Heart and Lung Act, 53 P.S., Section 637.

B. Any police officer receiving benefits under the Pennsylvania Heart and Lung Act shall comply with the requirements of the Borough's Worker's Compensation insurance policy.

C. If, as a result of a service-connected injury or illness, the officer is determined to be unable to return to full duty as a police officer as determined by a physician selected by the Borough in consultation with the officer, the officer shall be retired from active duty. Said officer receives a pension computed at Seventy-five percent [75%] of the officer's average salary [based on W-2 forms] for the thirty-six [36] month period prior to the date on which the officer is declared unable to return to active duty. The pension rate will increase to One Hundred percent [100%] if the officer is determined to be unable to engage in any gainful employment. This benefit will be paid only to those persons who qualify for and receive disability benefits from the Social Security Administration, and the benefits paid from the Police Pension fund will be reduced by one half of the benefits paid by Social Security.

2. Non-Service Connected Disability:

An officer suffering an illness or injury while an employee of the Borough, but not as a result of performance of police duties, will be eligible for benefits under short and long term disability insurance policies maintained by the Borough at no cost to the officer. Short term coverage begins seven [7] days after the date on which the officer became unable to perform police duties and supplies Sixty percent [60%] of the officer's base salary for a period on one year. In conjunction with benefits received under that policy, the officer may receive all compensation

due in the form of accumulated sick days and vacation time, after the policy benefits begin, sick days and vacation time due may be spread out to supplement policy payments up to full salary. Long term disability insurance shall also provide Sixty percent [60%] of base salary, beginning at the expiration of short-term benefits, and shall continue until the officer reaches the age of sixty-five [65].

ACCRUAL OF BENEFITS

An officer shall not continue to accrue vacation leave, personal days, sick leave and holidays while on an uncompensated leave of absence.

PENSION

- A. Police officers shall be eligible for retirement upon reaching age fifty-five [55] with twenty-five [25] years of employment with the Borough Police Department. Pension benefits will be computed at Fifty percent [50%] of the officer's annual salary [based on W-2 forms] averaged over the thirty-six [36] month period prior to the officer's date of retirement.
- B. W-2 wages shall be called gross pay.
- C. Officers shall receive non-discretionary cost-of-living adjustments to the pension paid to such officers, subject only to the limits set forth in Act 600.
- D. As of January 1, 2013, the Borough shall provide full Act 89 of 2005 service increment benefits, providing an additional \$100 per month of pension benefit for each year of completed service in excess of twenty-five (25) years of service, to the maximum allowable benefit of \$500 per month for an additional five (5) years of service.
- E. After twelve [12] years of service an officer's pension is vested. Should the officer, for any reason, terminate employment with the Police Department before normal retirement, the pension will become payable on the date the officer would have completed the age and service requirements and will be computed on a prorated basis depending on length of service. An officer may retire after twenty years of service, regardless of age, as provided by the Act 24 amendments to Act 600, and elect to draw a pension at any date thereafter, the amount of such pension being computed in accordance with the vesting and actuarial reduction requirements of Act 600. Officers electing to retire after twenty years of service shall receive, as of the date upon which the officer would have qualified for a "normal" (age and service) retirement had the officer not elected early retirement, all of the hospital and medical benefits in effect at the time of retirement for both the officer and family, subject to the same conditions as apply to medical benefits provided for Age & Service (superannuation) retirements.
- F. If an officer for any reason terminates employment with the Police Department at any time before pension benefits are vested, he or she is entitled to be paid in one lump sum the amount that she or he has contributed to the pension plan, plus the appropriate amount

of interest.

- G. A member of the Police Department designated by the Association will serve on the Borough Pension Committee.
- H. Effective January 1, 2018, the Act 44 Deferred Retirement Option Program (DROP) shall be amended to provide a maximum five (5) years/sixty (60) months participation. An officer shall become eligible to enter the DROP program on his or her normal retirement date; however, an officer who enters DROP must terminate employment no later than five (5) years after their normal retirement date, with the exception of Sergeant William Thomas, who shall be permitted the opportunity for a full period of five (5) years/sixty (60) months of participation, provided he enters DROP within thirty (30) days of the execution of this Agreement.

While in the DROP program, longevity and shift differential pay shall be frozen at the amount received during the 12 months prior to entering the DROP program. Officers in the DROP program will not receive any college tuition reimbursement.

If an officer in the DROP is unable to return to full police duties for a period of ninety (90) days after a work-related or non-work-related disability, the employee may be presumed permanently disabled and may be honorably discharged from service and receive a pension in the amount of the regular age and service retirement pension as calculated when the officer entered the DROP program. If the discharge is due to a work-related disability the pension shall be at the amount of the normal retirement pension calculated when the officer entered the DROP but the pension shall be classified as a disability pension payable at the normal retirement pension amount. The officer shall have the right to contest the presumption and the right to appeal the discharge and be reinstated if the disability is proved to be temporary.

SURVIVOR BENEFITS

- A. Killed-in-service benefits shall be provided by the Commonwealth of Pennsylvania pursuant to the terms and conditions of Act 51. If the law is amended to discontinue or eliminate benefits, the parties will revert back to the killed-in-service benefits previously provided by the CBA. Survivor medical benefits shall remain as is and payable to the Borough, regardless of the status of the Act 51 benefits.
- B. The widow or widower of an active duty member of the Police Department who dies having attained the age and service requirements for retirement, or of a former member of the department who dies while receiving a pension either for disability or normal retirement, will receive for the rest of his or her life a pension in the amount of fifty percent [50%] of the pension the officer was receiving or would have received had he or she been retired at the time of death. If there is no surviving spouse, or upon the death of the surviving spouse, then the surviving child or children under eighteen [18] years of age, and any child under or attaining the age of 23 if a full-time college student, will receive the benefits. Full-time college student shall mean attending an accredited

institution of higher learning and taking a course load of at least 7 credit hours per semester.

- C. Such stated survivors are also eligible for all coverages provided under COBRA.

SEVERANCE PAY

- A. When police officers resign or retire in good standing, they shall receive a severance pay calculated at one-half [1/2] unused sick leave.
- B. Upon severance for retirement or resignation in good standing, earned Kelly time will be pro-rated to the retirement date. If an officer has taken Kelly time in excess of the pro-rated amount, the excess will be subtracted from any other benefits due to the officer.
- C. In the event that the Department is terminated or should a police officer be furloughed, all affected officers shall receive three months of full pay less any amounts received via unemployment compensation and/or other forms of compensation not due from or paid by the Borough.
- D. Any lump-sum payment due upon resignation, or retirement, or upon entry into the DROP (e.g. the sell back of 50% of unused sick time, the sell back of unused vacation or other paid time off) shall be excluded from all pension calculations of officers hired on or after January 1, 2018.

UNIFORM MAINTENANCE

- A. **Dry-cleaning of all uniforms will be provided by the Borough at no cost to the Officers.**
- B. The Borough shall provide all officers with a bullet proof vest, which shall be replaced in conformance with the manufacturer's warranty.

FUNERAL LEAVE

Employees who have completed their probationary period will be permitted to take 72 hours off with pay following the death of the following members of the officer's immediate family: a parent, spouse, child, grandchild, grandparent, brother, sister, aunt or uncle. Immediate family shall include those related by blood or marriage.

LIFE INSURANCE

All officers receive coverage, at no cost to them, under a life insurance policy provided by the Borough in the amount of twice the officer's annual base salary up to a limit of Fifty Thousand Dollars [\$50,000.00] with double indemnity in the event of accidental death or dismemberment. Payment under this policy applies if an officer dies while an employee of Swarthmore Borough or from an injury suffered in the performance of police duties during Borough employment while

retired on disability as a result of that injury. Officers who retire in good standing shall receive a \$10,000 paid-up life insurance policy, with double indemnity.

Effective January 1, 2013, new hires shall not be eligible for the \$10,000 life insurance policy at retirement.

ACTING IN RANK

After six [6] consecutive shifts, any officer assigned a higher rank at the request of a supervisor, shall be paid as if he or she were promoted to that rank. The consecutive shifts shall be those normally worked by the officer at the higher rank.

CIVIL & CRIMINAL SUITS

- A. Civil Suits. The Borough will provide, at no cost to the officers, complete liability and insurance coverage for all civil suits brought against an officer who is performing his or her police duties.
- B. Criminal Charges. The Borough will reimburse officers for legal expenses and attorney fees incurred in the defense of a criminal action initiated against an officer as a result of acts while in the performance of his or her police duties. Reimbursement is limited to cases where charges or the prosecution are withdrawn, dismissed, or terminated by the entry of Nolle Prose or a verdict of Not Guilty.
- C. Officers engaged in the above legal processes will be consulted on the choice of counsel, but the final choice rests with the Borough or its insurers.

EDUCATIONAL BENEFITS

Educational benefits shall be provided to all police officers who take a course specifically related to his or her duties as a police officer. This includes any course that is required as part of a course curriculum to acquire a criminal justice degree. The Borough shall reimburse eighty percent [80%] of the cost of any course taken that meets the above criteria with a maximum annual reimbursement of Two Thousand Dollars [\$2,000.00] per officer. The total dollar amount available may be pooled by the Department and shared on a pro-rata basis by those officers who take courses approved for reimbursement under the terms of the agreement.

DUES & MAINTENANCE OF MEMBERSHIP

All members of the police department who do not join the bargaining unit representative shall pay to the employee representative each month, a service charge as a contribution toward the administration of the collective bargaining agreement between the parties, which shall be equal to the regular monthly dues and assessments of the police, which are required of all unit police officers. The Borough assumes no responsibility for the collection of these amounts, but agrees to deduct them from the pay of those who authorize it in writing to do so. The police shall

indemnify and save the municipality 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 municipality for the purpose of complying with any of the provisions of this clause.

The FOP representative shall be allowed one day off every other year to attend FOP meetings without reduction of compensation or time off.

MANAGEMENT RIGHTS

The management of the police department and the direction of its work force shall be vested exclusively as defined in the Borough code provided that such rights shall not be exercised in a fashion contrary to law. These rights shall include but not be limited to the right to hire, discipline, promote, lay off, assign and transfer officers, and the right to schedule hours of work within limitations imposed by this contract. The Borough shall not reduce the number of full time officers by an involuntary reduction during the term of this agreement, but is not required to replace officers who leave for any other reason.

DURATION OF AGREEMENT

All benefits that do not designate an effective date shall become effective as of January 1, 2007, and unless otherwise indicated shall continue through the duration of the Agreement and thereafter unless modified or vacated.

NEW HIRES

Newly hired Police Officers will have benefits pro-rated as follows:

- (a) Kelly Time - Kelly time will be earned from the hire date at the rate of Four [4] hours per fourteen [14] day work cycle.
- (b) Holiday time - Holiday time will be earned at the rate of four and one-third [4.3] hours per fourteen [14] day work cycle.
- (c) Personal time - Police Officers beginning employment after June 30 will receive eight [8] hours of personal time.
- (d) Sick time - Sick time will be earned from the hire date at the rate of four and one-half [4.5] hours per fourteen [14] day work cycle.
- (e) Area coverage - Pro-rated from the hire date to the end of the year.

GRIEVANCE PROCEDURE

A. Definitions.

- 1.) "Grievance" means any dispute raised by an officer (s), and filed by an FOP representative, involving the interpretation or application of the express terms of this agreement, or any Arbitration Award rendered between the parties, or which would involve the Civil Service Act or Police Tenure Act. Also to include any matter of discipline involving suspension, discharge, demotion, reprimand or matters concerning the Pennsylvania Heart and Lung Act.
- 2.) "Grievant" means the person asserting the claim resulting in any such dispute, including the F.O.P.
- 3.) An F.O.P. representative may attend all grievance hearings.

B. Any Grievance Shall Be Resolved In The Following Manner:

Level I. Superior Officers.

No later than thirty [30] days after an employee becomes aware of an event which leads to a grievance, the employee shall first discuss the matter with the immediate superior who has authority to resolve the grievance. He or she may do this either directly or through his or her F.O.P. representative with the objective of resolving this matter informally.

Level II. Acting Chief of Police.

In the event that the grievant is not satisfied with the disposition of his grievance at Level I or in the event that no decision has been rendered within five [5] days after the discussion of the grievance, he or she may submit a written description of the grievance to the Acting Chief Of Police. Such submission shall be made within seven [7] days after rendering of the Level I decision or after the decision in Level I should have been rendered.

Level III. Three Member Police Committee

In the event that the grievant is not satisfied with the disposition of the grievance at Level II or in the event no decision has been rendered at Level II within the time provided for such decision, the grievant may request, in writing and accompanied by copies of all relevant written materials from previous levels, must be made within seven [7] days of the rendering of the decision. The Three Member Police Committee shall hold the hearing within seven [7] days of the receipt of the request.

The grievant may be accompanied by his FOP representative (if he or she has elected to use his FOP representative). The Three Member Police Committee may have its representatives at the hearing. The Three Member Police Committee shall render a decision in writing to the grievant with a copy to the FOP (if an FOP representative has been designated) and to the Borough no later than ten (10) days after the final hearing.

Level IV. Arbitration

In the event that the grievant is not satisfied with the disposition of the grievance at Level III or in the event that no decision has been rendered at Level III within the time provided

for such decision, the grievance may be referred to arbitration by a written request made within five [5] days following the decision at Level III or the expiration of the time provided for such decision. If the parties cannot voluntarily agree upon the selection of an arbitrator within ten [10] days of the written request, the parties shall notify the American Arbitration Association of their inability to do so. The American Arbitration Association shall then submit to the parties the names of seven [7] arbitrators. Each party shall alternately strike a name until one name remains. The Borough shall strike the first name. The person remaining shall be the arbitrator.

The cost of arbitration shall be shared equally by the parties. Fees paid to the arbitrators shall be based on a schedule established by the American Arbitration Association. The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties.

C. Miscellaneous:

- 1). Both parties agree to apply the decision of the arbitrators to all substantially similar situations arising thereafter and to eliminate the filing of grievances where possible by application of the award as precedent.
- 2). Where any statutory remedy is provided for resolution of the grievance, the election of a grievant to pursue such remedy shall constitute a waiver of his right to pursue the grievance procedure herein provided, and his election to pursue the grievance procedure here provided shall constitute a waiver of his rights to pursue such statutory remedy.

CONSOLIDATED CONTRACT


A new consolidated contract shall be prepared after all concerned parties have signed any new agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

**COUNCIL FOR THE BOROUGH
OF SWARTHMORE**

By: 
Council President
Date:

Attest: 
JANE C. BILLINGS, Manager/Secretary
Date: JAN. 09, 2018

Approved: 
TIMOTHY KEARNEY, Mayor
Date:

**DELAWARE COUNTY LODGE NO. 27 OF
THE FRATERNAL ORDER OF POLICE** on behalf of
the Police Officers of the Borough of Swarthmore

By: 
JOSEPH A. FITZGERALD, President
Date:

Attest: 
MARK DELLAVECCHIO, Secretary
Date: 12/19/17

EXHIBIT “A”

Delaware Valley Health Trust (Aetna)

Borough of Swarthmore 2018 Health Plan (Medical, Vision, Prescription Drug)

Benefits	Borough of Swarthmore 2018 Health Plan (Medical, Vision, Prescription Drug)	
	In network	Out of network
Deductible (funded by Borough through HSA)	\$1,500 single/\$3,000 family	\$5,000 single/\$10,000 family
Out of Pocket Maximum	\$6,350 single/\$12,700 family	\$10,000 single/\$20,000 family
Primary Care Physician*	\$10 copay, after deductible	70% after deductible
Primary Care Services at Health Trust Center	\$30 copay, non-preventive only	
Specialist Office Visit*	\$20 copay, after deductible	70% after deductible
Routine GYN exam*	100%, no deductible	70% no deductible
Pediatric immunizations*	100%, no deductible	70% no deductible
Mammography (age 40 and over)*	100%, no deductible	70% no deductible
Preventive Care*	\$0 copay	70% after deductible
Outpatient surgery	100% after deductible	70% after deductible
Hospitalization	100% after deductible	70% after deductible
Outpatient lab/pathology	\$20 copay, after deductible	70% after deductible
Outpatient x-ray/radiology	\$20 copay, after deductible	70% after deductible
Complex Imaging	\$40 copay, after deductible	70% after deductible
Ambulance	100%, after deductible	100%, after deductible
Emergency Room	\$100 copay after deductible, waived if admitted	
Urgent Care Facility	\$20 copay, after deductible	
Walk-in clinic	\$10 copay, after deductible	70% after deductible
Maternity	100%, after deductible	70% after deductible
Chiropractic Care	\$20 copay, after deductible	70% after deductible
Physical/Speech/Occupational	\$20 copay, after deductible	70% after deductible
Home Health Care	100% after deductible	70% after deductible
Hospice Care	100% after deductible	70% after deductible
Skilled Nursing Facility	100% after deductible. Up to 120 days per calendar year. Days combined in and out of network.	70% after deductible. Days combined in and out of network.
Mental Health Services	Inpatient 100% after deductible. Outpatient \$20 copay after deductible.	70% after deductible
Substance Abuse Services	Inpatient 100% after deductible. Outpatient \$20 copay after deductible.	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Vision Exam Benefit	\$20 copay no deductible, once every 24 months.	70% after deductible
Lens Reimbursement	Up to \$250 every 24 months	
Prescription Drug Copay	\$3 generics at Health Trust Center/\$10 generic/\$20 brand/\$35 non-formulary. Up to a 100 day supply.	Not covered
Mail Order Copay	\$20 generic/\$40 brand/\$70 non-formulary. Up to a 100 day supply.	Not covered
Contraceptive Coverage	Included	
Performance Rider	6 pills per month	70% of recognized charges

*Preventive services as defined by Federal Mandate and procedure code

Delaware Valley Health Trust (Delta Dental)	
Borough of Swarthmore 2018 Dental Plan	
DIAGNOSTIC & PREVENTIVE SERVICES Exams, cleanings, X-rays, sealants	100%
BASIC SERVICES Fillings, posterior composites	100%
ORAL SURGERY Covered Under Basic Services	100%
ENDODONTICS (Root Canals) Covered Under Basic Services	100%
PERIODONTICS (Gum Treatment) Covered Under Basic Services	100%
MAJOR SERVICES Crowns, inlays, onlays and cast restorations	100%
PROSTHODONTICS Bridges and dentures, implants	100%
ORTHODONTIC BENEFITS dependent children	100%
ANNUAL MAXIMUM	Unlimited
LIFETIME ORTHODONTIA MAXIMUM	\$2,000
ANNUAL DEDUCTIBLES	N/A