
CONSOLIDATED AGREEMENT

BETWEEN

THE FRATERNAL ORDER OF POLICE, DELAWARE COUNTY, LODGE #27
ON BEHALF OF THE
MEMBERS OF THE POLICE FORCE
OF THE TOWNSHIP OF UPPER CHICHESTER

AND

UPPER CHICHESTER TOWNSHIP

EFFECTIVE JANUARY 1, 2012 THROUGH DECEMBER 31, 2016

CONSOLIDATED AGREEMENT
TOWNSHIP OF UPPER CHICHESTER POLICE DEPARTMENT

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PREAMBLE

THIS AGREEMENT, by and between **THE FRATERNAL ORDER OF POLICE, DELAWARE COUNTY LODGE #27**, on behalf of the members of the Police Force of the Township of Upper Chichester (hereinafter referred to as "Police") and the **TOWNSHIP OF UPPER CHICHESTER** (hereinafter referred to as "Township") .

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 Township have, on the date set forth above, reached an agreement concerning terms and conditions of employment of Police,

NOW, THEREFORE, the Police and the Township set forth the following to become effective JANUARY 1, 2012, JANUARY 1, 2013, JANUARY 1, 2014, JANUARY 1, 2015, and JANUARY 1, 2016, as indicted, which constitutes the consolidated agreement reached between the parties:

1. WAGES:

(a) Pay increases.

For 2012, the base wage shall be not be increased. All other increases shall be paid (e.g., step increases, longevity increases, etc.) By way of illustration, the base wage of patrolman shall be \$68,254 (\$ 32.81 per hour).

Beginning January 1, 2013 the base wage shall be increased by two percent (2%). By way of illustration, the base wage of patrolman shall be \$69,619 (\$ 33.47 per hour).

Beginning January 1, 2014 the base wage shall be increased by two percent (2%).By way of illustration, the base wage of patrolman shall be \$71,011 (\$ 34.14 per hour) .

Beginning January 1, 2015 the base wage shall be increased one and three-quarters (1.75%) percent. By way of illustration, the base wage of patrolman shall be \$72,254 (\$ 34.74 per hour). After 13 pays, the base wage shall be increased by an additional one and three-quarters (1.75%) percent. (Computation compounded) By way of illustration, the base wage of patrolman shall be \$73,518 (\$ 35.35 per hour).

Beginning January 1, 2016 the base wage shall be increased by two (2%) percent. By way of illustration, the base wage of patrolman shall be \$74,989 (\$36.05 per hour). After 13 pays, the base wage shall be increased by an additional two (2%) percent. (Computation compounded) By way of illustration, the base wage of patrolman shall be \$76,488 (\$ 36.77 per hour) .

(b) The starting wages of a police officer shall be computed as follows:

The first twelve months of employment calculated from the date of hire to the anniversary date – 70% of the base wage of a patrolman before the addition of longevity or rank differential.

Months 13 through 24, computed from the date of hire – 80% of the base wage of a patrolman before the addition of longevity or rank differential.

Months 25 through 36, computed from the date of hire – 90% of the base wage of a patrolman before the addition of longevity or rank differential.

Month 37, computed from the date of hire – 100% of the base wage of a patrolman before the addition of longevity or rank differential.

2. **12 HOUR SHIFTS:**

(a) The Police shall continue to work the current schedule, which provides for four (4) platoons working twelve (12) hour shifts. The benefits of officers who work in positions which provide for eight (8) hour shifts shall remain "as is."

(b) Officers working any shift in excess of eight (8) hours shall not engage in work for anyone else for remuneration during the twelve (12) hour period before the start of a shift, unless given permission by the Township, which shall not be unreasonably withheld.

3. **OVERTIME/COMPENSATORY TIME:**

When overtime hours are worked by an officer, the officer shall have the discretion to request pay at one and one-half (1 ½) times the officer's regular hourly rate or compensatory time calculated at one and one-half (1 ½) times the number of overtime hours worked. "Overtime" is any time worked by the officer in excess of hours regularly scheduled in accordance with the shift schedule they work (i.e., an 8 or 12 hour shift). The use of compensatory time shall continue to be subject to Township approval; however, such approval shall not be unreasonably withheld. Any compensatory time which has accrued but has not been used during any particular year shall be paid to the officer in the first pay in January of the following year. At no time shall any officer carry more than fifty-six (56) hours of compensatory time.

It is further agreed that when an officer is required to work overtime which is other than a continuation of his normal shift, he shall be guaranteed a minimum pay of four (4) hours at time and one-half rates, provided that the officer is willing to work the said minimum four (4) hour period of time.

No overtime shall be offered to part-time police officers until and unless overtime is first offered to the senior full-time officer who is off for that day. The foregoing provisions with respect to overtime shall apply to all services required of the officers.

4. **LONGEVITY:**

A. Each officer shall receive longevity payments of three (3%) percent for every three (3) years of service until reaching fifteen (15%) percent; thereafter, each officer shall receive additional longevity payments of two (2%) percent for every subsequent three (3) years of service to a maximum of twenty-five (25%) upon completion of the officer's thirtieth (30th) year.

The chart below illustrates the longevity percentages:

Payable In Years	(Upon Completion of)	Percentage Payable	Total %
4-6	3 years	3%	3
7-9	6 years	+3	6
10-12	9 years	+3	9
13-15	12	+3	12
16-18	15	+3	15
19-21	18	+2	17
22-24	21	+2	19
25-27	24	+2	21
28-30	27	+2	23
31 and thereafter	30	+2	25 Maximum

B. Longevity shall be computed from the patrolman's base salary alone.

5. **NIGHT DIFFERENTIAL:**

Officers working a 12-hour schedule shall receive a 9% wage differential as to each hour worked between the hours of 3:00 p.m. and 7:00 a.m.

6. **RANK DIFFERENTIAL:**

A Sergeant's wage, before longevity, shall be seven and one-half percent (7.5%) in excess of a patrolman's full wage, before longevity. A Lieutenant's wage, before longevity, shall be 15.7625% in excess of a patrolman's full wage, before longevity. A Captain's wage shall be 21.55% in excess of a patrolman's full wage, before longevity.

If the Township decides to re-establish the rank of Corporal, the parties shall agree upon the qualifications and testing process to be utilized to fill such rank and negotiate the rate of rank differential for Corporal as well as whether the rank differential for Sergeant should be adjusted.

7. **BEREAVEMENT LEAVE:**

Each officer shall be entitled to time off for a death occurring in the officer's family. For the purpose of this paragraph, the officer's family shall include the officer's spouse, children, brothers, sisters, father, mother, father-in-law, mother-in-law, grandparents & grandchildren. As to officers working a 12-hour duty schedule, the Bereavement Leave allowance shall be three (3) 12-hour duty days, for a total of 36 hours. For officers working the 8-hour duty schedule, Bereavement Leave allowance shall be four (4) 8-hour duty days, for a total of 32 hours. Bereavement leave must be taken within ten (10) days of the relative's death.

8. **COURT TIME:**

For attendance at court or district court hearings when off duty, the officer shall be paid at time and one-half (1 ½) rates. The minimum pay for court time aforesaid is for four (4) hours pay at time and one-half (1 ½), and for district court hearings, two (2) hours pay at time and one-half (1 ½).

9. **PERSONAL TIME:**

Each officer shall receive annually 32 hours of personal time which may be taken at any time in the year providing that an officer who intends to take personal leave hours shall afford the Chief of the Police Department with such reasonable notice of the officer's intention to take the hours of personal leave as the circumstances will permit. Use of Personal time is subject to the approval of the Police Chief, which approval shall not be unreasonably withheld.

10. **ACTING IN RANK:**

Any patrolman working as Sergeant will be paid at the Sergeant rate. Any officer working as Chief will receive additionally ten (10%) percent of the officer's base rate.

11. **VACATION:**

(A) Twelve Hour Shifts:

Officers working the 12 hour shift schedule shall have vacation as follows:

1st through 5th year of service	One Hundred and Six (106) hours per year
6th through 10th year of service	One Hundred Fifty Nine (159) hours per year
11th through 16th year of service	Two Hundred and Twelve (212) hours per year
After 16th year of service	Two Hundred and Sixty-Five (265) hours per year

Accordingly, an officer shall be entitled to One Hundred and Six (106) hours vacation in the officer's first year of employment, which time shall be available in accordance with the following:

The officer may take fifty-three (53) hours vacation during the officer's first six (6) months of employment; an additional fifty-three (53) hours vacation may be taken during the second six (6) months of employment. (This schedule of earned vacation shall apply only during an officer's first year of employment). However, a newly hired officer shall not be entitled to take more than 106 hours vacation in the calendar year following the year in which the officer was hired.

An officer shall establish entitlement to additional hours of vacation as of the anniversary date of that officer's hire.

By way of illustration, Sgt. William Hickey was hired on October 13, 1978. On October 13, 1983, he became eligible for an additional 53 hours of vacation, which could be taken in 1983. On October 13, 1988, he completed his tenth (10th) year of service, at which time he became eligible for an additional 53 hours of vacation, which could be taken in 1988.

(B) Eight Hour Shifts:

Officers working the 8 hour/5 days per week shift schedule shall have vacation as follows:

1st through 5th year of service	80 hours per year
6th through 10th year of service	120 hours per year
11th through 16th year of service	160 hours per year
After 16th year of service	200 hours per year

Additional hours of vacation shall be earned as of the anniversary date of that officer's hire in the manner as illustrated above.

(C) Vacation Sell-Back

There shall be no carryover of unused vacation time; however, an officer may sell back vacation time at any point during the year and any unused vacation time shall be purchased by the Township at the end of the year.

12. **HOLIDAYS:**

Each officer is entitled to thirteen (13) holidays per year. Payment shall be made semi-annually on June 1st and December 1st (by payment of six (6) holidays on June 1st and seven (7) holidays on December 1st).

13. **FESTIVE HOLIDAYS:**

In addition to the thirteen (13) paid holidays annually, any officer who works on Thanksgiving, Christmas Day, New Year's Day, Easter Sunday, Memorial Day, Independence Day or Labor Day, shall receive time and one-half (1 ½) instead of straight time.

14. **LIFE INSURANCE:**

The Township shall provide life insurance for each officer in the sum of Fifty Thousand (\$50,000.00) Dollars with a double indemnity provision in the event of accidental death. After

retirement, said policy shall continue to be provided by the Township, but reduced in face value to Fifteen Thousand (\$15,000.00) Dollars, with each individual officer designated as the owner of said policy.

15. ANNUAL SICK LEAVE:

For every officer hired prior to January 1, 2009, as to any one non-work-related injury or illness, such officer shall receive up to one hundred eighty (180) days of sick leave at full pay. The officer shall thereafter be entitled to an additional one hundred eighty (180) days of sick leave at half pay, provided that the officer does (by his physician) certify that it is reasonably likely that the officer will be able to return to full duty within that additional one hundred eighty (180) day period. If so, then the officer shall receive so much of the balance of sick leave benefit as is necessary for the officer's recovery and return, or the officer exhausts the sick leave. In the event that, after one hundred eighty (180) consecutive days of work-related disability leave or full pay sick leave, it is not certified that the officer is reasonably likely to return, or upon exhaustion of the entire 360 day sick leave benefit under circumstances where the officer is not able to return to full duty, then the officer shall be retired on a service-connected disability pension or non-service-connected disability benefits, as appropriate, unless the officer is eligible for and elects instead to retire on an age and service/superannuation retirement.

The disabled officer shall cooperate with the Township by preparing all appropriate paperwork necessary for the processing of any short-term and long-term disability benefits available through insurance coverage purchased by the Township.

For officers hired on or after January 1, 2009, as to any one non-work-related injury or illness, such officer shall receive up to ninety (90) days of sick leave at full pay. The officer shall thereafter be entitled to an additional ninety (90) days of sick leave at half pay, provided that the officer does (by his physician) certify that it is reasonably likely that the officer will be able to return to full duty within the additional ninety (90) day period. If so, then the officer shall receive so much of the balance of sick leave benefit as is necessary for the officer's recovery and return, or the officer exhausts the sick leave. In the event that, after one hundred eighty (180) days consecutive sick leave, it is not certified that the officer is reasonably likely to return, or upon exhaustion of the entire sick leave benefit under circumstances where the officer is not able to return to full duty, then the officer shall be honorably discharged.

The disabled officer shall cooperate with the Township by preparing all appropriate paperwork necessary for the processing of any short-term and long-term disability benefits available through insurance coverage purchased by the Township.

If an officer exhausts sick leave and the Township does not permit the officer to retire on disability pension, the officer shall be placed on an uncompensated leave of absence during which time the officer shall be covered by all medical coverage and benefits extended to active officers. Neither the Township's decision to not permit the officer to retire on a disability pension nor the officer's status as being on an uncompensated leave shall prohibit or impede the officer's right to

assert or enforce his entitlement to a pension, the calculation of which shall not include the period of uncompensated leave.

16. **SEVERANCE PAY:**

When an officer terminates employment (whether for service or disability), the officer shall receive severance pay at said officer's then rate of pay in a sum up to 680 hours of accumulated unused sick leave, based on an annual sick leave of 120 hours (this sick leave computation is for severance pay purposes only). Once an officer has accumulated sick leave for a year in which the officer took less than 120 hours of sick leave, those accumulated sick days shall not be subject to diminishment due to sick leave taken by the officer in any subsequent year.

17. **HEALTH INSURANCE:**

The Township shall provide, without cost to each officer and retired officer, for the officer's coverage and the coverage of said officer's family, the following:

A.

1. All officers employed on December 31, 2008 and not retired by April 1, 2009, and their covered dependents shall receive Blue Cross/Blue Shield Flex Plan C2F1O2 Coverage with the full premium paid by the Township. The Township shall remain responsible for all out-of-pocket expenses realized by the officer and covered dependents that exceed the expense they would have realized pursuant to the Personal Choice 5 plan coverage (\$5 medical service co-pay per visit) with \$5/\$10 Rx coverage.

Payment to an officer for his own or his family's medical expenses shall be made within thirty (30) days of when the officer submits documentation. Such documentation of medical expenses shall not require any plan participant to disclose any personal information concerning the nature of the treatment, medication, diagnosis, or other confidential medical matter or material; rather, it shall be limited to only such information as is absolutely necessary to establish the plan participant incurred the expense. In addition to these reimbursement set forth above, each Officer shall receive a payment of \$100 at the beginning of each year to further offset their out-of-pocket expense.

2. For all officers hired on or after January 1, 2009, all officers and their covered dependents shall receive Blue Cross/Blue Shield Flex Plan C2 F1 O2 Coverage with the full premium paid by the Township.

B. Blue Shield Dental Plan with all four (4) options including the Two Thousand (\$2,000.00) Dollar Orthodontic Rider and one hundred (100%) percent coverage;

C. Prepaid Vision Care Program available under Blue cross and Blue Shield, Blue Shield UCR Vision Care Program (EERP-1);

D. The Township may request that all officers submit to an annual physical at the sole expense of the Township. It is agreed and understood that the purpose of said physical is to establish a baseline medical history as to the officers so as to provide information and advice to the officers so that their health and physical well-being are benefitted. It is agreed and understood that neither the physical examination nor the findings resulting therefrom shall be used by the Township in any manner for the purposes of discipline or requiring disability retirement or discharge from service of any officer; and in any proceedings initiated by the Township for such purposes, any information obtained as a result of said examination will be inadmissible. It is likewise agreed that information obtained as a result of the physical examinations shall not be used to deprive any officer of any of the benefits provided by this Agreement. Such information may, however, be admitted into evidence by the Township in defense of any action initiated against the Township by an officer, except an action based upon the Township's breach of the terms of this paragraph, in which event such information shall be inadmissible. Except as herein provided, the information obtained as a result of said examinations shall be and will remain strictly confidential.

E. Medical coverage "opt-out": An officer who "opts-out" of medical coverage shall receive payments as follows: single \$4,000; 2 adults \$7,000; parent/child(ren)/family \$10,000. The opt-out payments will be included in the regular payroll and paid on a pro-rata basis over the course of the year.

18. **RETIREMENT:**

A. An officer shall qualify for superannuation (age & service) pension upon attaining 50 years of age and 25 years of service. An officer's monthly pension benefit shall be 50% of the officer's average monthly compensation (W-2 earnings including all forms of earnings derived from terms and conditions of employments) computed over the last thirty-six (36) months of that officer's employment.

B. The calculation of pension benefits for officers hired after January 1, 1998 but before March 1, 2012 shall exclude any lump sum buy back at retirement of accrued but unused leave time. For officers hired after March 1, 2012, in addition to the exclusion of any lump sum buy back at retirement of accrued but unused leave time, overtime shall not be included in the pension benefit calculation.

C. Service Increment: The pension of any police officer who shall retire with twenty-six (26) or more years of service shall be increased by One Hundred (\$100.00) Dollars per month.

D. Pension Contributions: The officers shall have the option to contribute less than five (5%) percent of their wages to the Pension Fund if such lesser contribution is sufficient to keep the Pension Fund actuarially sound; provided, however, that the officers' contribution shall not be less than three (3%) percent of their wages. The Township will contribute such additional

funds as are needed to keep the Pension Fund actuarially sound. It is further agreed that the Township will be employing the use of a professional pension manager or consultant to maximize the profitability and performance of the Pension Fund.

E. Cost of Living Adjustments During Retirement: The Township shall provide to the police an annual cost-of-living increase after retirement (whether for service or disability). The Township will contribute such funds as are needed to keep the Pension Fund actuarially sound. The annual cost-of-living increase after retirement shall be equal to the annual cost-of-living increase in the Philadelphia area All Urban Consumers Price Index; provided, further, that in no case shall the total police pension benefits exceed seventy-five (75%) percent of the salary for computing retirement benefits; and provided, further, that the total cost-of-living increase shall not exceed thirty (30%).

F. Continuation of Medical Benefits:

The Township shall, after the retirement of any officer, continue to pay, for the benefit of such officer and the officer's family, the premiums on all health insurance benefits in effect for the Township Police Department as of the date of the officer's retirement.

Officers who retired on or before March 1, 2009 shall receive Blue Cross/Blue Shield Personal Choice 5 plan for the officer and their covered dependents coverage with the full premium paid by the Township.

As to officers not retired by March 31, 2009, upon retirement, the officer and covered dependents shall receive the coverage in effect for that officer at the time of retirement. To the extent that such coverage includes any reimbursement for out-of-pocket expenses, such reimbursement shall be made within the thirty (30) day time period in Section 17, A.1., above.

1. Officers who retire shall be eligible for co-pay reimbursements in the event that co-pays are unavoidably increased due to change in plan(s) or plan design, based upon the conditions in effect at the time of retirement (e.g., as to those officers that retired between 1/1/95 and 9/2/98, the Township shall reimburse the officers for any prescription co-pays exceeding \$2.00 for generic and \$6.00 for brand name prescriptions; for those officers who retired prior to 1/1/95, the Township shall reimburse the retired officers for any prescription co-pays exceeding 50¢.) The Township shall reimburse the retiree on a quarterly basis. The documentation of reimbursable expenses submitted shall not require any plan participant to disclose any personal information concerning the nature of the treatment, medication, diagnosis, or other confidential medical matter or material; rather, it shall be limited to only such information as is absolutely necessary to establish the plan participant incurred the expense.

2. As to officers hired before January 1, 2004 and retiring before 1/1/09, those officers and their dependents shall remain entitled to post-retirement medical care as defined herein, which coverage shall not be diminished or terminated as to the officer or spouse except by

their own death; children of the officer shall be covered for so long as they qualify for coverage under the plan.

3. As to full time officers hired on or after January 1, 2004 and retiring before 1/1/09, the Township's obligation to provide post-retirement medical benefits may be partially supplanted by Medicare coverage at the time Medicare is provided to that participant. Upon that person's receipt of Medicare, the Township shall provide "Medigap" type coverage such as "65 Special" or such other benefit as will assure that the recipient shall enjoy substantially identical coverage as was received prior to their receipt of Medicare. Coverage for other recipients in the officer's family shall continue, independent of the conversion of the officer and/or spouse to Medigap coverage. The Township shall be responsible for all premiums for these coverages.

4. As to officers retiring on or after January 1, 2009, upon reaching Medicare eligibility, the Township, at its discretion, may coordinate its obligation to provide post-retirement medical coverage with Medicare coverage. For those persons eligible for Medicare, the Township shall reimburse them for the cost of Medicare, including Part B coverage. To the extent that the retired officer or spouse do not qualify for Medicare, the Township may purchase Medicare Part A and Part B for that person. In addition to any Medicare coverage, the Township shall purchase supplemental insurance and/or the Township shall self-insure such as is necessary to provide the retired officer and spouse with the equivalent of the insurance coverage they enjoyed before coverage was coordinated with Medicare.

5. In the event officer who retired prior to January 1, 2009 moves to an area that would place the retired officer outside of the Personal Choice medical network, the Township agrees that it will either reimburse all out of network fees to the officer and dependent(s) or will convert the officer and dependent(s) to equal medical coverage that does not require in network medical treatment.

6. In the event a officer who retired after January 1, 2009 moves to an area that would place the retired officer outside of the Blue Cross/Blue Shield medical network, the Township agrees that it will either reimburse all out-of-network fees to the officer and dependent(s), or will convert the officer and dependent(s) to equal medical coverage that does not require in-network medical treatment or, to ensure equal coverage, purchase alternate coverage and reimburse for any additional out-of-pocket expenses.

I. Vested Pension Benefits 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 the Township, the officer's pension may be vested by filing with the Township, within ninety (90) days of the date the officer ceases to be a full-time police officer, a written notice of the intention to vest. Upon reaching the date which would have been the officer's superannuation retirement date, if said officer had continued to be employed as a full-time police officer, a partial superannuation retirement allowance, determined by applying the percentage his years of service bears to the years of service which the officer would have rendered had the officer continued to work until his

superannuation retirement date to the gross pension, using, however, the monthly average salary during the appropriate period prior to officer's termination of employment.

J. Early Retirement: Pursuant to Act 24 of 1998, the retirement of any officer upon completion of twenty (20) years of service, regardless of age. Officers who become eligible for an "early retirement" shall be entitled to retire with all benefits payable to retired officers in the same manner and subject to the same conditions as if such officer's retirement were a "regular" (age & service/superannuation) retirement, provided that such officer retires within thirty (30) days of the officer's eligibility date for an early retirement.

Should an officer elect an early retirement, but fail to do so within the deadline set forth above, such officer shall be entitled to all benefits extended to regular retirements, except that there shall be a co-pay on the premium for medical benefits in retirement based upon one (1) percent per month for each month such officer remains active beyond the deadline for early retirement with full benefits. Such officers shall be required to continue to co-pay for medical benefits from the date of the officer's retirement to the date which would have constituted his regular retirement date. Upon reaching the date which would have represented the officer's regular retirement eligibility date, the co-pay shall terminate and the officer shall receive medical benefits in the same manner as if the officer had retired on a regular retirement.

It is agreed and understood that early retirements are subject to the cost-of-living adjustments in the same manner as regular retirements. In order to facilitate the election of early retirements, the Township shall provide to any requesting officer, eligible within one (1) calendar year for early retirement, a calculation of the monthly pension benefit that the officer could expect to receive upon electing early retirement.

K. A police officer who meets the requirements of 53 P. S. Section 770 (regarding Military Service) shall be entitled to the maximum benefits of 53 P. S. Section 770.

19. DISABILITY:

A. Service Connected Pension Benefit: If an officer is permanently disabled from performing police work for the Township as a result of a service connected disability, the officer shall receive seventy (70%) percent of his base salary (inclusive of longevity and rank differential), plus the hospital and medical coverage in effect at the time of retirement, for the officer and their family, without any offset for Social Security or Workmen's Compensation. However, the total payment from all sources shall not exceed one hundred (100%) percent of the officer's base salary used to calculate the pension. This pension shall continue until death.\

B. Non-Service Connected Benefit: When an officer is permanently disabled from performing police work for the Township as the result of a non-service connected disability, the officer shall receive fifty percent (50%) of his base salary plus full hospital and medical coverage

in the effect at the time of retirement, for the officer and his family, as set forth in Article 19, Section F. 2, without any offset for Social Security or Worker's Compensation. However, the Township may take credit against its obligation to provide a fifty percent (50%) non-service connected disability benefit for any normal age and service retirement benefits paid to the officer out of the Township's Police Pension Fund. Moreover, the total payment from all sources shall not exceed one hundred percent (100%) of the officer's base salary. This non-service connected disability benefit shall continue until the death of the disabled officer. The portion of this benefit which is not attributable to a vested age and service pension benefit shall not be payable from the Police Pension Fund. Furthermore, the disabled officer shall cooperate with the Township by preparing all appropriate paperwork necessary for the processing of any short-term and/or long-term disability benefit available through insurance coverage purchased by the Township.

20. PROCEDURE RELATING TO WORK INJURIES:

- A. An officer who incurs a temporary, service connected-disability and who receives benefits under the Pennsylvania Heart and Lung Act (HLA), 53 P.S. § 637, shall remit to the Township any workers' compensation wage loss benefits received (net of attorney fees approved by a judge pursuant to the Workers' Compensation Act) which are coincident with the receipt of HLA.
- All medical bills for Heart and Lung treatment shall be subject to the medical pricing requirements of the Pennsylvania Workers' Compensation Act (or paid through and at the rate provided by the officer's insurance, if applicable).
 - Any officer who is claiming a temporary disability caused by a duty-related injury shall notify both the Manager and Chief of Police upon the officer's awareness of the occurrence of the duty-related injury or its disabling effect, by written report which shall include a description of the time, place and circumstances of the event leading to the injury, the circumstances of the injury and the identity of any witnesses or other individuals with whom the officer spoke with at the scene.
 - The officer shall notify the Township Manager and Chief of Police of the injury verbally with as much detail as possible and file the written report by the end of the shift on which the injury is suffered or, if that is not possible, as soon as possible thereafter.
 - If the officer is unable to make a verbal report of the injury by the end of the shift, the officer shall notify his immediate shift supervisor to do so.
 - If the officer is unable to prepare a written report by the end of his shift, he may do so within 24 hours of the start of the shift on which the injury occurred and detail why the report could not be filed sooner. If the officer is unable to file the written report within the 24 hour time period stated above, 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.

Upon receipt of said Heart and Lung Act ("HLA") claim notification, the Township shall have the right to require the officer to attend an independent medical examination and for the officer to authorize the Township'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 Township may require that the officer attend further independent medical examinations as reasonably arranged by the Township or its workers' compensation insurer or Trust. The officer is entitled to a copy of any independent medical report at the same time as or a reasonable time after the report is provided to the Township or its workers' compensation insurer.

Officers shall receive 100% of their usual compensation (base wage, rank differential, longevity and night differential) while on Heart and Lung Act benefits. An officer on HLA shall have their Kelly Time adjusted for each two week pay period that the officer is unable to work (i.e., Kelly Time which would have normally been earned during that pay period shall not be credited to the officer); if an officer is out on HLA for 6 months (six) or more in a year there will be a pro-ration of officer's remaining unused sick time and unused vacation time for that year.

21. **SURVIVOR BENEFITS:**

A. In light of the passage of Act 51, the killed in service survivor pension benefit shall be eliminated from the pension plan for so long as the benefit is provided by the Commonwealth. There shall be no change in the medical coverage provided to survivors.

B. A \$200,000 death benefit rider shall be added to the life insurance for killed in service deaths.

C. If a member of the police force eligible for pension dies (not killed in service) or a member retired on pension dies, that officer's spouse shall be entitled to receive a pension calculated at the rate of fifty (50%) percent of the pension the member was receiving or would have been receiving at the time of said officer's death. If no spouse survives or if a spouse survives and subsequently dies, then the child or children under the age of eighteen (18) years of age (or, if attending college, under or attaining the age of twenty-three years) shall receive the survivor's pension. This pension shall be offset by any Workmen's Compensation received therefor.

D. If an officer is killed in service or dies while on pension, the Township shall continue to provide to the spouse and children of the officer the hospital and medical benefits being provided at the time of the officer's death. These benefits shall continue as to the spouse until that person's death, unless the spouse should remarry, in which event the benefit to the spouse will cease. As to the children of the deceased officer, these benefits shall continue as to any child for so long as permitted by the policy or required by law.

E. For purposes of the provisions relating to survivor benefits, "attending college" shall mean the eligible child is registered at an accredited institution of higher learning, carrying a minimum course load of seven credit hours per semester.

22. **EDUCATIONAL INCENTIVE:**

Each police officer who attains educational credits beyond high school shall receive annually the amount of money below indicated:

30 college credits	\$250.00 a year
60 college credits	\$500.00 a year
90 college credits	\$750.00 a year
120 college credits	\$1,000.00 a year

The educational incentive as existing under the present benefit is to be paid on an annual basis and is to be paid as part of the police officer's regular salary.

23. **BULLET PROOF VESTS:**

The Township will provide to each officer a bullet proof vest. The Township shall replace that vest upon the expiration of its useful life, which useful life shall not exceed the manufacturer's recommended useful life for the vest.

24. **CLEANING ALLOWANCE:**

A cleaning allowance of Three Hundred Fifty (\$350.00) Dollars per year shall be paid to each officer, whether the officer be uniformed personnel or non-uniformed personnel.

25. **FOP DUES:**

The Township agrees that it will provide for payroll withholdings of F.O.P. dues providing that it receives written authorization from each police officer who is a member of the F.O.P. to do so on a twice a year basis. The Township agrees that it will promptly pay to the F.O.P. all sums so withheld.

26. **CIVIL & CRIMINAL SUITS:**

The Township shall provide coverage of Five Hundred Thousand (\$500,000.00) Dollars per member for any verdict arising out of any civil suit against a police officer arising from an incident occurring while in the line of duty. When any police officer is charged with a criminal offense arising out of an incident occurring in the line of duty, the Township shall pay attorney's fees in a reasonable amount for all police officers in the department, with the officer having his own selection of counsel from the Delaware County Bar. The Township is exempt from this payment in the event the officer pleads guilty or nolo contendere or is found guilty of the charges against him.

27. **UNIFORMS:**

The Township shall pay for all uniforms of all officers, including the shoes and boots that

are used by officers as part of the uniform.

28. **MILEAGE:**

The mileage reimbursement rate for officers using their personal vehicle for Township business shall be at the rate fixed by the Internal Revenue Service, as that rate may be amended from year to year. It is understood and agreed between the parties hereto with respect to the use of a personal motor vehicle that prior approval of the Chief of Police will be necessary and will be limited to those occasions when a Township vehicle is not available or to when an office is specifically assigned to use their own personal motor vehicle.

29. **GRIEVANCE & ARBITRATION PROCEDURE:**

A. **Definition:** A grievance is a dispute raised by an officer or officers, and filed by an FOP representative, involving the interpretation or application of the express terms of this Agreement or any statute affecting the rights, benefits and working conditions of police officers employed by the Township, including but not limited to any applicable statute providing for civil service or tenure, and any issues related to the Heart & Lung Act as well as matters of discipline.

B. **Sequence:** Not later than sixty (60) calendar days after an officer becomes aware of an event prompting a grievance, the officer(s) may file a grievance. The grievance must be submitted in the following sequence:

- (1.) To the Chairman of the Police Committee;
- (2.) To the Board of Commissioners;
- (3.) To an Arbitrator

C. **Form of Appeal & Representation:** All grievances must be presented in writing and dated at each step. The grievance must cite the contract provision allegedly violated and other pertinent detail. An officer shall be entitled to representation of the officer's choosing in processing a grievance.

D. **Waiver of Remedies:** When an officer has the option of filing a grievance or requesting an administrative hearing, the election of one alternative shall constitute a waiver of the other.

E. **Decisions & Time Limits:** Informal hearings shall be held at Steps (a) and (b); these hearings shall be scheduled within fifteen (15) days. A decision shall be made within fifteen (15) days of the hearing at Step (a) and within thirty (30) days at Step (b)/ failure to receive a decision within these time limits shall entitle the officer (s) to appeal at the next step. If a grievance is not appealed to the next step within ten (10) days of a decision, it shall be considered settled on the basis of the Township's last answer. The time limit in each step may be extended by mutual written consent of the officer and the Township representative involved at any step. As used herein, "days" shall mean work days of Monday through Friday, exclusive of holidays.

F. **Arbitration:** If the grievance is not settled at Steps (a) and (b), the aggrieved officer may refer the grievance to arbitration within ten (10) days after receipt of the Township's answer

in Step (b). The arbitrator shall be a person mutually agreed upon or, if such a person cannot be agreed upon within twenty (20) days after submission of the request for arbitration, then selection of an arbitrator shall be made pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

G. Authority of Arbitrator: The decision of the arbitrator shall be based solely on his/her interpretation of the meaning or application of the express terms of this Agreement or applicable statute to the facts of the grievance presented. The arbitrator shall have no authority to suggest amendment, modification, additions to or subtractions from the provisions of this Agreement. The arbitrator shall consider and reach a decision only on the specific issue submitted to him/her in writing by the parties, and shall have no authority to make his/her decision on any other issue not so submitted.

The arbitrator shall submit his/her decision in writing within thirty (30) days following close of the hearing or submission of briefs, whichever is later, unless the parties agree to an extension. The recommendation of the arbitrator shall be binding upon both parties.

H. Expenses: The fee and expenses of the arbitrator and the cost of any transcript shall be divided equally between the parties.

30. RESIDENCY:

There shall be no residency requirements for the Township police officers.

31. NON-UNIFORM OFFICERS & SPECIAL ASSIGNMENTS:

Should any officer perform non-uniform or special assignments which cause that officer to work a schedule which results in the loss of the officer's opportunity to earn shift differential which said officer would have earned had the officer been working a patrol schedule, then that officer shall be paid the lost shift differential on a pro rata basis so that the officer will receive the same amount of compensation while working the non-uniform or special assignment that said officer would have received had the officer been working a patrol schedule.

32. EFFECTIVE DATE OF AGREEMENT:

Unless otherwise indicated, all benefits and provisions of this Agreement will become effective as of January 1, 2012.

33. UNENFORCEABLE BENEFITS:

In the event any of the items provided for in the contract or otherwise provided for as a part of the "as is" benefits are deemed unenforceable by the Township or are declared unlawful, the total cost of said benefit to the Township should be computed and paid to all of the officers of the Police Department on a per capita basis as part of each officer's annual salary.

34. AS IS:

All other benefits of employment shall remain "As Is".

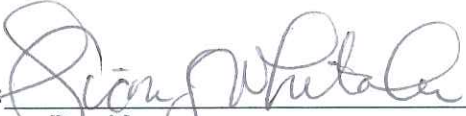
35. CONSOLIDATION:


This consolidation is intended to merge into a single document the written terms and conditions of employment as previously set forth in the Agreements and Awards between the parties. In the event that there shall be a disagreement concerning the interpretation or application of these written terms, nothing herein shall prohibit any party from introducing or relying upon the source document(s) which were herein consolidated nor shall this consolidation prevent any party from introducing or relying upon the past practice(s) of the parties with regard to those terms.

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

TOWNSHIP OF UPPER CHICHESTER

THE FRATERNAL ORDER OF POLICE
DELAWARE COUNTY LODGE #27
ON BEHALF OF THE POLICE
OFFICERS OF THE TOWNSHIP OF
UPPER CHICHESTER ("Police")

By: 
President

By: 
President

Attest: 
Secretary

Attest: 
Secretary

Date:

Date: 12/5/13