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**CONSOLIDATED  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF UPPER PROVIDENCE**

**AND**

**THE FRATERNAL ORDER OF POLICE  
DELAWARE COUNTY, LODGE 27**

**ON BEHALF OF**

**THE POLICE OFFICERS OF  
THE TOWNSHIP OF UPPER PROVIDENCE**

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**January 1, 2018  
Through  
December 31, 2020**

**TABLE OF CONTENTS**

1. WAGES .....	1
2. PAY RANGES .....	2
3. RANK DIFFERENTIAL.....	3
4. ACTING IN RANK OR ASSIGNMENT .....	3
5. NIGHT DIFFERENTIAL.....	3
6. LONGEVITY .....	4
7. SHIFT SCHEDULE .....	4
8. OVERTIME, COURT TIME & COMPENSATORY TIME.....	5
9. STANDBY-TIME .....	7
10. VACATION.....	7
11. SELL BACK.....	8
12. PERSONAL DAYS .....	8
13. KELLY DAYS.....	8
14. HOLIDAYS .....	9
15. FESTIVEHOLIDAYS.....	9
16. SICK LEAVE .....	10
17. HOSPITAL & MEDICAL BENEFITS.....	10
18. RETIREMENT .....	11
19. POST-RETIREMENT MEDICAL BENEFITS .....	14
20. DISABILITY PENSION .....	15
21. SURVIVOR’S BENEFITS.....	15
22. LIFE INSURANCE .....	17
23. FUNERAL LEAVE.....	17
24. CLOTHING ALLOWANCE.....	17
25. CLEANING ALLOWANCE .....	17
26. EDUCATIONAL INCENTIVE.....	18

27.	GRIEVANCE & ARBITRATION PROCEDURE .....	18
28.	COMMITTEE MEMBERS .....	20
29.	CIVIL & CRIMINAL SUITS .....	21
30.	MOONLIGHTING .....	21
31.	PART-TIME POLICE OFFICERS – AUXILIARY .....	21
32.	TERMINATION OF DEPARTMENT .....	22
33.	TRANSPORTATION TO & FROM WORK .....	22
34.	GUN RANGE .....	23
35.	UNIFORMS & EQUIPMENT.....	23
36.	USE OF AUTOMOBILES .....	23
37.	MEALS .....	24
38.	RESIDENCY .....	24
39.	PERSONNEL FILE .....	24
40.	UNLAWFUL BENEFITS .....	24
42.	SAVINGS CLAUSE.....	25

**AGREEMENT**

THIS AGREEMENT, by and between the FRATERNAL ORDER OF POLICE, DELAWARE COUNTY, LODGE NO. 27, on behalf of the MEMBERS OF THE POLICE OF THE TOWNSHIP OF UPPER PROVIDENCE (hereinafter referred to as "Police"), and the TOWNSHIP OF UPPER PROVIDENCE (hereinafter referred to as "Township").

**WITNESSETH**

WHEREAS, the Police and the Township have engaged in collective bargaining sessions pursuant to the Binding Arbitration Act of 1968; and

WHEREAS, Act 111 of 1968 provides that settlements entered into as a result of collective bargaining shall be reduced to written agreement.

NOW THEREFORE, the Police and Township herein consolidate into one document, the various Agreements and Arbitration Awards reached between the parties. 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. The Police and Township set forth the following agreement reached between the parties for three (3) calendar years commencing January 1, 2018 and expiring December 31, 2020:

**1. WAGES**

**A. Full-time Officers:**

Effective January 1, 2018, the annual base wage for each full-time police officer shall be increased by three (3%) percent; accordingly, the base pay of a patrol officer shall be \$86,200.

Effective January 1, 2019, the annual base wage for each full-time police officer shall be increased by three (3%) percent; accordingly, the base pay of a patrol officer shall be \$88,786.

Effective January 1, 2020, the annual base wage for each full-time police officer shall be increased by three (3%) percent; accordingly, the base pay of a patrol officer shall be \$91,450.

B. Part-time Officers:

For 2018 the hourly rate shall be \$20.85/hr.

For 2019 the hourly rate shall be \$21.48/hr.

For 2020 the hourly rate shall be \$22.12/hr.

(2018-2020 AGREEMENT)

Part-time police officers shall also receive Workmen's Compensation coverage and such uniforms and equipment as the Township deems necessary and appropriate for the performance of the part-time police officers' duties. Part-time police officers shall not be entitled to receive any other benefits under this Agreement.

(1997-1999 AGREEMENT)

2. PAY RANGES

A. At the beginning of the first (1<sup>st</sup>) year of employment, a full-time police officer shall be paid seventy (70%) percent of the base wage;

B. At the beginning of the second (2<sup>nd</sup>) year of employment, a full-time police officer shall be paid eighty (80%) percent of the then existing base wage;

C. At the beginning of the third (3<sup>rd</sup>) year of employment, a full-time police officer shall be paid eighty-seven and one-half (87.5%) percent of the then existing base wage;

D. At the beginning of the fourth (4<sup>th</sup>) year of employment, a full-time police officer shall be paid ninety-five (95%) percent of the then existing base wage; and

E. At the beginning of the fifth (5<sup>th</sup>) year of employment, a full-time police officer shall be paid one hundred (100%) percent of the then existing base wage.

(2000-2002 AWARD)

**3. RANK DIFFERENTIAL**

There shall be a rank differential for Corporal of seven and one-half percent (7.5%) above Patrolman. There shall be a rank differential for Sergeant of twelve and one half (12.5%) above Patrolman. (2000-2002 AWARD)

For officers receiving rank differential, the rank differential shall be added to the base pay prior to calculating the longevity adjustment and night differential. (1997-1999 AGREEMENT)

**4. ACTING IN RANK OR ASSIGNMENT**

Any officer designated by the Chief of Police to work as a Corporal or Sergeant for a period of at least fifteen (15) continuous work days shall receive the rank or assignment differential of a Corporal or a Sergeant, as applicable, retroactive to the first day. The assignment position of Shift Supervisor, where the assignment is for a period of at least fifteen (15) continuous workdays shall be paid an assignment differential equal to the Corporal differential. The assignment position of Shift Supervisor is not a rank. (2000-2002 AWARD)

**5. NIGHT DIFFERENTIAL**

Night differential shall be ten percent (10%) extra for any hours worked between 3:00 p.m. and 7:00 a.m. Said differential shall be paid upon base wages including cost-of-living, if applicable, and longevity. The payment of night differential shall be made in the bi-weekly paycheck. The payment of night differential shall be calculated, when applicable, prior to calculation of the overtime rate.

By way of example, if the base wage and longevity equals Ten (\$10.00) Dollars per hour for a particular officer the night differential of ten (10%) percent or One (\$1.00) Dollar shall be added to the base wage before the calculation of overtime of time and one-half (1 1/2). Under this example, the overtime rate would calculate to Sixteen Dollars and fifty cents (\$16.50) per hour. (1997-1999 AGREEMENT)

**6. LONGEVITY**

The longevity schedule shall be as follows:

<u>Year:</u>	<u>Percentage Longevity:</u>
4	2%
5	3%
6	4%
7	5%
8	6%
9	7%
10	8%
11	9%
12	10%
13	11%
14	12%
15	13%
16	14%
17	15% and 15% thereafter

The longevity payments will continue to be paid in the bi-weekly paycheck.

**7. SHIFT SCHEDULE**

The existing 12-hour shift schedule shall remain the schedule for full-time officers. The Township shall have the ability to schedule 2 full-time officers to other shift schedules when necessary based on seniority, assignment or specialization. The Township will also attempt to accommodate a request by a full-time officer for a shift schedule other than the current 12-hour schedule. The Township may change the 12-hour schedule in the event the Township determines that public safety needs of the Township are not being served with the current 12-

hour schedule or at the request of a majority of full-time officers. The change can be made only at the beginning of a year and the Township must provide 90 days' notice of its intent to change the schedule and the specific nature of the schedule change(s) it proposes. Within 15 days, the parties shall meet to discuss the proposed change(s). If the parties are unable to agree upon the change(s), then the Bargaining Unit may seek arbitration to resolve the dispute. The arbitration shall be an expedited arbitration and the hearing shall be before a single arbitrator. The parties may agree upon the arbitrator; however, if they cannot reach agreement, a list of seven proposed arbitrators shall be obtained from AAA and each party shall alternately strike a name starting with the Bargaining Unit, and the person then remaining shall serve as the arbitrator. In the event of arbitration, the burden shall be on the Bargaining Unit to prove that the proposed schedule will not improve public safety and productivity. The parties shall request that the arbitrator conduct the hearing and render a decision within 30 days of any request for a hearing; in any event, the existing schedule shall remain intact pending the arbitrator's decision. The fees of the arbitrator shall be borne by the party who does not prevail before the arbitrator.

(2007-2009 AGREEMENT)

**8. OVERTIME, COURT TIME & COMPENSATORY TIME**

A. Overtime shall be paid at the rate of time and one-half of the hourly rate applicable to the hours worked in excess of the Officer's regularly scheduled hours (i.e., an extension of a work day, or work on a scheduled day off).

B. Minimum of four (4) hours pay for attendance in criminal court and before a J.P. If unpaid at time and one-half (1 ½) it shall be paid by way of compensatory time. Witness fees for attendance in criminal matters are retained by the police officers.

C. Officers who have unpaid overtime will be paid the outstanding amount as soon as the payroll audit is completed. If an officer elects to reject being paid for accumulated overtime, he may do so with the understanding that time off granted in lieu of overtime is on a one for one bases; and the Township retains the option to pay the time and one-half (1 ½) in lieu of time off up to the immediate time when the officer requests the time off.



D. In regard to compensating time off, the Township is agreeable to allowing an officer this option, subject to the Township having the sole right to withdraw the privilege at any time, in the event scheduling becomes a problem.

E. The payroll procedure is as follows:

1. The officer will enter each day's activity on the time sheet and, if overtime is involved, show it in the proper column.

2. If court time is involved, it should be shown in the regular column with a notation in the overtime column: "Court Time" or "D.J. Time".

3. If a holiday or extra day's work, it should be shown in the overtime column with the appropriate definition under "Remarks".

4. The time card is to be submitted to the Chief at the end of each shift change and approved by him, or his assigned alternate in preparing the payroll, who will record the compensating time off in the payroll record.

5. Note: if an officer desires to accumulate overtime for compensatory time off, he should write clearly on a timesheet: "Do not pay overtime-accumulate". All matters regarding time off require the approval of the Chief.

F. It is agreed that time off for court time is now on a one for one basis with a four (4) hour guarantee. If the Township elects to compensate for court time, it shall be at time and one-half (1 ½).

G. All overtime and court time shall be paid to the officer in his bi-weekly paycheck.

H. All overtime except as modified herein shall be first offered to full-time officers. In calling officers to determine if they desire to work overtime, the Chief is not required to call those officers on vacation or sick leave or officers that would work more than twelve (12) hours during a twenty-four (24) hour period if they accepted the overtime work. For example, in order to avoid a full-time officer working more than twelve (12) consecutive hours, where a shift vacancy occurs at the last moment, a request may be made by the Chief that the full-time officer working the prior shift work an additional four (4) hours and the full-time officer working the subsequent shift may be asked by the Chief to work the remaining four (4) hours. This provision does not require the Chief to fill a vacancy in a shift or require the Chief to fill a vacancy in the manner set forth in the above example. (1997-1999 AGREEMENT)

I. Each full time Officer shall be permitted to accumulate up to 120 hours of compensatory time. (2018-2020 AGREEMENT)

**9. STANDBY-TIME**

If an officer is required to standby for court in Media, he shall get paid for that standby time on a 1:4 basis whereby four (4) hours of standby time equals one (1) hour at the basic wage rate, subject however, to the limitation that no police officer shall be paid for more than twenty-four (24) hours of such standby time on an annual basis. This means that in order to accrue twenty-four (24) hours of paid standby time, a police officer would have to standby for ninety-six (96) hours by way of example. (1997-1999 AGREEMENT)

**10. VACATION**

The vacation schedule shall be as follows:

96 hours per year - Beginning with 1st year of service & continuing through 5th year of service.

144 hours per year - Beginning with 6th year of service & continuing through 10th year of service.

192 hours per year - Beginning with 11th year of service & continuing through 15th year of service.

240 hours per year - Beginning with 16th year of service & continuing through 17th year of service.

248 hours per year - Beginning with 18th year of service & continuing through 19th year of service.

256 hours per year - Beginning with 20th year of service & continuing through 21st year of service.

264 hours per year - Beginning with 22nd year of service & continuing through 23rd year of service.

280 hours per year - Beginning with 24th year of service & continuing through 25th year of service.

288 hours per year - Beginning with 26th year of service.

The choosing of vacation schedules by the police officers shall be in accordance with the following procedure:

a. Police officers shall choose vacation times by seniority for the first twelve (12) days of entitlement. This shall be accomplished by March 1 of the vacation year.

b. Police officers shall choose vacation times for any remaining vacation entitlement by seniority by April 1 of the vacation year.

(1997-1999 AGREEMENT)

**11. SELL BACK**

Any Officer shall be able to sell back up to forty (40) hours of vacation time each year.

(2015-2017 AGREEMENT)

**12. PERSONAL DAYS**

Each officer shall have forty-eight (48) hours of personal time annually. (2010-2014 AGREEMENT)

Personal days may be used for paid days off or sold back to the Township at the Township's discretion. (1997-1999 AGREEMENT)

Except in the case of an emergency, an officer shall be required to give forty-eight (48) hours' notice of the officer's use of personal time. (2003-2006 AGREEMENT)

**13. KELLY DAYS**

Each full-time Officer shall have 96 hours of Kelly time annually. (2015-2017 AGREEMENT)

**14. HOLIDAYS**

A. The police officers shall have thirteen (13) paid holidays (104 hours) per year.

The holidays are listed below:

New Year's Day, Presidents' Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Day before Christmas, Martin Luther King's Birthday, Floating Holiday

B. Police officers shall be expected to take compensatory time off consistent with the staffing needs for all holidays, personal days, and vacation days unless special circumstances prevent the use of such time off in an orderly manner. If such time off is not scheduled or taken by October 1 of the calendar year involved, the Township may mandate the scheduling of such time off. If the department is unable to schedule such time off, the officer shall be paid for all such unused time by December 31st of each year at the officer's daily rate.

C. An officer may take a day off which he is entitled to for a holiday prior to the occurrence of the holiday. In the event, for some reason, the officer subsequently would not be entitled to the day off, it will be deducted from his compensation.

(1997-1999 AGREEMENT)

**15. FESTIVE HOLIDAYS**

If any police officer works on any one of the following seven (7) festive holidays, he shall receive, in addition to a paid holiday, double time for that day's work:

New Year's Day  
Easter Sunday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Day

(1997-1999 AGREEMENT)

**16. SICK LEAVE**

Each officer shall earn twelve hours of sick leave for each month of the officer's employment, up to a maximum accumulation of one thousand, two hundred and eighty (1,280) hours. (1997-1999 AGREEMENT; 2007-2009 AGREEMENT)

**17. HOSPITAL & MEDICAL BENEFITS**

A. Health Insurance Coverage:

The Township shall provide the following medical benefits to all full-time police officer, the officer's spouse, and the officer's eligible dependents:

Independence Blue Cross (IBC) Personal Choice \$10/\$20/\$70 (with reimbursement of maternity and inpatient hospitalization co-pays). (2010-2014 AGREEMENT)

Prescription Plan: \$10/\$20/\$35 Select Formulary Drug Plan. (2010-2014 AGREEMENT)

Personal Choice with Vision and Dental. (1997-1999 AGREEMENT)

B. Contributions:

Officers shall contribute three (3%) percent of the base wage of patrolman (not including rank differential or longevity or overtime or any other pay) toward the cost of the medical benefits.

Officers who are not yet receiving the full base wage (those Officers subject to the "Pay Ranges" of the CBA regarding starting salary) will pay based on the base wage they actually receive.

(2010-2014 AGREEMENT)

The contribution for medical benefits shall be taken as a "pre-tax" deduction from the officer's pay, provided that such treatment is authorized by the tax code and applicable law. In the event that such pre-tax treatment is provided but later determined to not be authorized,

such treatment shall cease and the officers shall pay or have withheld such additional amounts as may be required to comply with law. (2003-2006 AGREEMENT)

If at any time during the term of this contract or before a successor contract is reached, it becomes known by the employer that the healthcare plan provided by the Township will be subject to an excise tax under applicable sections of the Internal Revenue Code, as amended (i.e., the “Cadillac Tax”), the Township may reopen the contract for renegotiation to provide an equitable way to provide for medical benefits that will not be subject to such tax. If an agreement is not reached on the issue within twenty-one (21) days of the initial demand to reopen the contract pursuant to this provision, the Township may demand that an Arbitration Panel be convened in order to consider what changes to the labor agreement would avoid unnecessary or unreasonable cost to the employer due to the excise tax, without resulting in unnecessary or unreasonable diminution of the benefits or compensation of the employees. (2018-2020 AGREEMENT)

## 18. RETIREMENT

### A. Superannuation Pension

For officers hired before January 1, 2018, an officer shall be eligible for a superannuation (normal) pension upon completing twenty-five (25) years of service and reaching age fifty (50).

For officers hired on or after January 1, 2018, an officer shall be eligible for a superannuation (normal) pension upon completing twenty-five (25) years of service and reaching age fifty-two (52). (2018-2020 AGREEMENT)

The Pension Plan shall be modified to delete the option to retire at fifty-five (55) years of age and twenty (20) years of service with the exception that for the one Police Officer hired prior to January 1, 1994, his benefit shall not be reduced by this modification. (1997-1999 AGREEMENT)

The monthly superannuation benefit shall be equal to fifty (50%) percent of the average monthly salary of the officer during the last thirty-six (36) months of his employment.

B. The CBA, pension ordinance and all other pension plan documents shall be amended to incorporate all mandatory improvements to the pension benefits required by Act 30

of 2002. Any existing benefits which exceed those contained in the Act 30 Amendments shall be coordinated but not be not be diminished. It is understood that those Amendments do not require the Township to reduce the officer's pension contributions nor is it intended that this Agreement shall be construed to require a reduction in such contributions. (2003-2006 AGREEMENT)

C. Early Retirement

An officer may retire after twenty years of service, regardless of age, as provided by the Act 24 amendments to Act 600. Officers who retire shall be eligible for all retirement benefits provided for "normal" retirements at the time they reach normal retirement age and service. (2000-2002 AWARD)

D. Service Increment

Officers working beyond twenty-five (25) years shall receive a service increment added to their pension. The pension of each officer who retires on or after January 1, 2018 shall be increased by \$100 per month for completion of a 26th year of service, by \$100 per month for completion of a 27th year of service, by \$50 per month for each additional year of completed service, to a maximum of \$350 per month added to the pension. (2018-2020 AGREEMENT)

E. Cost-of-Living Adjustment

Pensions shall be subject to an annual cost-of-living increase for all police officers after retirement (whether for service or for disability); provided, however, that such cost-of-living increase shall not exceed the percentage increase in the All Urban Consumers Price Index for the Philadelphia area in the year in which the police officer last worked; 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%) percent. The Township acknowledges that if any further monies are needed to render said pension actuarially sound, they will pay into the fund said sum, subject to the duty of the police officer to contribute under paragraph G. (1997-1999 AGREEMENT)

F. Severance

At retirement, the officer shall be paid a severance pay equal to one-half (½) of all accumulated but unused sick time at the then current rate of base pay (up to one-half of the maximum 1,280 hours). The officer shall be compensated for all normal work days during that calendar month. (1997-1999 AGREEMENT)

G. Contribution

The Township shall contribute a portion of any funds received from the Pennsylvania Municipal Pension Fund to the police pension plan. If, after consideration of the funds allocated from the State, there is a need, according to the Township's actuary, for additional funds to render the police pension plan actuarially sound, the police officers shall be required to contribute to the police pension plan up to five (5%) percent of their compensation.

If, after consideration of the funds allocated from the State and the police contribution, there is a need, according to the Township's actuary, for additional funds to render the police pension plan actuarially sound, the Township will contribute the balance. The Township's actuary shall use current assumptions as long as the assumptions are legally permissible and professionally responsible.

H. Vested Pension

The Township shall provide for all officers a vested pension benefit under which, after completing twelve (12) years of total service, if the officer for any reason ceases to be employed as a full-time police officer by said Township, he shall be entitled to vest his retirement benefits by filing with the Township within ninety (90) days of the day 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 which he would have rendered had he continued to work until his superannuation retirement date to the gross pension, using, however, the monthly average salary during the appropriate period prior to his termination of employment.



I. Act 44 Retirement Plan

The parties agree to adopt an Act 44 Retirement Plan allowing for a 36 month participation. If a member who enters the Act 44 Plan incurs a service-related injury or illness, and is placed on permanent service-connected disability, that member shall no longer participate in the Act 44 Plan. Thereafter, the member shall receive a service-connected disability pension payable in the same amount as that member's Act 44 benefit (i.e., the member's benefit will not be recalculated and shall remain 50%, as calculated at the time of entry into the Plan, subject to applicable cost-of-living adjustments). (2018-2020 AGREEMENT)

19. POST-RETIREMENT MEDICAL BENEFITS

The Township shall provide to the officer and the officer's spouse and dependents, at no cost to the officer, all hospital and medical benefits in effect at the time of retirement (for service or disability), including, inter alia as applicable, Blue Cross, Blue Shield, Major Medical, Personal Choice Plan (PCP), prescription, vision and dental coverage; however, these hospital and medical benefits shall be offset by any Medicare/Medicaid benefits received. The officer and/or spouse shall apply for Medicare/Medicaid when eligible. Once a retiree and/or spouse is eligible for Medicare, the Township shall pay for their Medicare supplemental insurance which is intended to be at least substantially equivalent to the coverage enjoyed prior to retirement.

Provided that an officer who retires on or after January 1, 2001 is in receipt of the same hospital and medical benefit plan as was in effect on November 1, 2001, then that officer (or their survivor) shall be required to contribute one percent of their annual pension benefit (or annual survivor's pension benefit) as a contribution to the cost of that hospital and medical benefit plan. This obligation shall not apply to any medical benefit plan other than the hospital or medical benefit plan which was current as of November 1, 2001.

**20. DISABILITY PENSION**

For officers hired before January 1, 2018, if the officer is permanently and totally disabled from performing police work for the Township of Upper Providence from service connected disability, he shall receive seventy- five (75%) percent of his annual base pay at the time of this determination as a pension that shall continue until his death.

For officers hired on or after January 1, 2018, if the officer is permanently and totally disabled from performing police work for the Township of Upper Providence from service connected disability, he shall receive seventy (70%) percent of his annual base pay at the time of this determination as a pension that shall continue until his death. (2018-2020 AGREEMENT)

In the event of non-service connected disability, the percentage shall be fifty (50%) percent. Non-service connected disability pension benefits shall not be payable to officers hired after December 29, 2000. (2000-2002 AWARD)

The parties agree that receipt of any monies under this paragraph shall be without any offset for Social Security or Workmen's Compensation, Township sponsored insurance plan, or otherwise, except as modified herein, and shall continue until the death of the officer. In no event, however, shall the officer's pension, exclusive of any fringe benefits (including personal insurance or severance pay) exceed one hundred (100%) percent of his wages including net Workmen's Compensation and/or Social Security disability proceeds as received.

**21. SURVIVOR'S BENEFITS**

A. Killed in Service

Pension Benefit – In light of the passage of Act 51 of 2009, the Killed-In-Service survivor benefit payable from the Township Police Pension Fund shall be eliminated for so long as the benefit is provided by the Commonwealth. Therefore, in the event a Police Officer is killed in service, the Police Officer's family shall receive the benefits provided for and subject to the terms of Act 51 of 2009, which benefits are paid exclusively by the Commonwealth of Pennsylvania, with the exception of any pension benefit to which the Police Officer was entitled prior to the Police Officer's death, solely by virtue of the Police Officer's service with the Township (i.e., either a normal, early, or vested pension benefit).

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, then the Killed-In-Service benefit shall be automatically reinstated and incorporated into the CBA, and the Police Pension Fund shall pay such amount as is necessary to maintain a 100% survivor benefit.

There shall be no change in the medical coverage provided to survivors of Police Officers killed in service pursuant to the existing Agreement. (2018-2020 AGREEMENT)

Medical Benefits – The survivors of an officer killed in service shall continue to receive medical benefits in precisely the same manner as would have been provided to those persons had the officer continued in service until the officer's normal retirement date and survived thereafter. (2000-2002 AWARD)

B. Not Killed In Service

Pension Benefit – In the event of the death of a retired police officer or an active officer eligible to retire, a survivor benefit shall be provided equal to fifty (50%) percent of the pension the retiree was receiving or the officer would have been receiving had he or she been retired at the time of his or her death.

Medical Benefits – Medical benefits shall be provided to the survivors of officers eligible to retire who die before retirement from causes(s) other than while engaged in the performance of duties in the same manner as if the officer was retired at the time of death; i.e., coverage for the spouse until the spouse is eligible for Medicare, thereafter the spouse shall receive Medicare supplemental insurance; and coverage for eligible dependents; subject, however to the provision that the Township shall have no obligation to provide such medical coverage to any covered person during any period in which that covered person is eligible to receive medical benefits from another employer. (2000-2002 Award)

C. Offset - The Survivor benefit shall not be offset in full by any Social Security payments or Worker's Compensation benefits received by the survivor. Total benefits paid by the Township shall not exceed one hundred (100%) percent of salary at retirement.

**22. LIFE INSURANCE**

The Township shall provide each officer with a life insurance benefit of Seventy-Five Thousand (\$75,000.00) Dollars with double indemnity. It is further agreed between the parties that any tax due on this benefit shall be the obligation of the officer.

Each officer shall continue to receive a paid-up life insurance at retirement in the sum of Fifteen Thousand (\$15,000.00) Dollars with double indemnity.  
(1997-1999 AGREEMENT)

**23. FUNERAL LEAVE**

Each officer shall be allowed thirty-two hours off with pay for the death of the following members of his immediate family: mother, father, brother, sister, wife, children, mother-in-law and father-in-law. (1997-1999 AGREEMENT)

**24. CLOTHING ALLOWANCE**

A clothing allowance of Seven Hundred and Fifty (\$750.00) dollars per year shall be provided for the detective/ investigator assignment. (1997-1999 AGREEMENT; 2010-2014 AGREEMENT)

**25. CLEANING ALLOWANCE**

Each regular police officer shall be entitled to an annual cleaning allowance. For 2018, the annual cleaning allowance shall be Six Hundred and Fifty Dollars (\$650). Such amount shall be paid in two (2) equal installments. One installment shall be paid the first week in January and the second during the first week in July.

The cleaning allowance shall be increased by Twenty-five Dollars (\$25) annually.  
(1997-1999 AGREEMENT; 2003-2006 AGREEMENT; 2007-2009 AGREEMENT)

**26. EDUCATIONAL INCENTIVE**

The limitation on the maximum number of credits per year shall be eliminated. The parties further agree that the Township shall reimburse Police Officers for educational credits earned at the rate of one hundred (100%) percent of the cost for all said credits earned at Delaware County Community College regardless of program or major and eighty (80%) percent of the cost of credits earned at other colleges where said police officer is a degree candidate in a major related to police to work. (1997-1999 AGREEMENT)

The Township will not be obligated to reimburse an officer for educational credits as to any course in which the officer enrolls while the officer is out on an "Injured on Duty" status; however, nothing herein shall limit the officer's right to reimbursement as to any course in which the officer is enrolled prior to being placed on IOD. It is further agreed that the Township will waive this limitation as to an officer who does enroll while out on IOD and seeks reimbursement upon his return to duty, where enrollment occurs within a reasonable period prior to the officer's return to duty. (2003-2006 AGREEMENT)

**27. GRIEVANCE & ARBITRATION PROCEDURE**

The grievance and arbitration procedure shall be as follows:

Definitions:

A "Grievance" shall be defined as a dispute involving the application or interpretation of any provision of this Agreement and includes matters of discipline as defined in the Police Tenure Act.

However, a reprimand itself shall not be subject to grievance (unless that reprimand is part of any other disciplinary action). It is further agreed that a reprimand shall be permanently removed from all Township records and no reference thereto may be made after one year of the event which gave rise to the reprimand. (2003-2006 AGREEMENT)

"Grievant(s)" shall mean the person(s) asserting the claim resulting in the dispute including the FOP.

"Calendar" days shall mean days exclusive of holidays.

Grievance Procedures:

Any Grievance Shall be Resolved in the Following Manner:

Level I - Chairman of the Public Safety Committee. The grievant shall present the grievance in writing on a form provided by the Township (and agreed to by the parties) to the Chairman of the Public Safety Committee within forty-five (45) calendar days of its occurrence or knowledge of its occurrence.

The Chairman of the Public Safety Committee shall arrange a conference with the grievant within seven (7) calendar days after the receipt of the grievance. The Chairman of the Public Safety Committee shall render a decision in writing to the grievant no later than seven (7) calendar days after the conference.

Level II - The Township Council. In the event the grievant is not satisfied with the disposition of the grievance at Level I or the conference has not been arranged or in the event that no decision has been rendered within seven (7) calendar days after the conference, the grievance may be submitted to the Township Council within ten (10) calendar days after the rendering of the Level I decision or after the decision at Level I should have been rendered or the conference should have taken place. The Township Council shall hold a hearing within ten (10) calendar days of the receipt of the request. The Township Council shall render a decision in writing to the grievant no later than ten (10) days after the hearing.

Level III - Arbitration. In the event the grievant is not satisfied with the disposition of the grievance at Level II or in the event that no hearing is held or no decision has been rendered at Level II within the time provided for that hearing or decision, the grievance may be referred to arbitration by a written request made within thirty (30) calendar days following the date the hearing should have been held or the date of the decision at Level II or the expiration of the time provided for such a decision.

The arbitrator shall be a person mutually agreed upon or if such a person cannot be agreed upon within twenty (20) calendar days after the submissions of the request for arbitration, then the grievant and the Township shall jointly request the American Arbitration Association to submit a panel of arbitrators (who are members of the National Academy of

Arbitrators) from which the parties shall select an arbitrator in accordance with the rules of the American Arbitration Association.

The arbitrator shall not have the authority to add to, subtract from, nor modify any provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties and shall be rendered in writing within thirty (30) calendar days after the close of the hearing. Such time may be extended at the request of the arbitrator.

Failure to process a grievance to the next higher step of the grievance procedure or to arbitration within the time limits specified shall be construed to mean that the grievance was settled at the preceding step of the grievance procedure. The fees and expenses of the arbitrator and the cost of any transcript shall be divided equally between the parties.

#### Miscellaneous

The election by a grievant to pursue a dispute under this grievance/arbitration procedure shall constitute a waiver of the right of the grievant to pursue such dispute in any other forum provided by statute and the election of the grievant to pursue a dispute in a forum other than this grievance/arbitration procedure shall constitute a waiver of the right of the grievant to pursue such dispute under the grievance/arbitration procedure.

The parties agree to apply the decisions of arbitrators to all substantially similar grievances arising thereafter and to eliminate the filing of grievances where possible by the application of awards as precedents.

An FOP representative may attend all grievance hearings and conferences.

The time limits established in this procedure may be extended by mutual agreement.

#### **28. COMMITTEE MEMBERS**

The Township shall allow duly designated wage committee members time off with pay for attending negotiation and arbitration sessions as long as one (1) man scheduled to work during the shift is off for the meeting. (1997-1999 AGREEMENT)

**29. CIVIL & CRIMINAL SUITS**

The Township shall pay for the police officer's counsel fees in criminal actions arising from the officer's duties with an officer having his own selection of Delaware County counsel and the Township shall further provide counsel and be responsible for any civil verdicts.

Payment will be made for reasonable legal expenses and attorney's fees as set forth in this paragraph only if the prosecution of charges against the officer are withdrawn, dismissed or terminated by the entry of *nolle prosequi* or by an adjudication of not guilty of the specific charges. (1997-1999 AGREEMENT)

**30. MOONLIGHTING**

There shall be no moonlighting which would create risk of liability to the Township. The officers shall notify the Chief of all moonlighting work. (1997-1999 AGREEMENT)

**31. PART-TIME POLICE OFFICERS – AUXILIARY**

No one shall be engaged as a part-time police officer who is not qualified to act as a full-time police officer under the laws of the Commonwealth of Pennsylvania. The Police Department of Upper Providence Township, during the course of this contract, shall be considered nine (9) full-time officers including one (1) officer designated and assigned as a Detective but excluding the Chief of Police in such calculation. In the event of death, retirement, resignation or removal of a full-time officer, such position will be filled as soon as practical with an additional full-time officer. If a reduction in staff is necessary, all part-time positions must first be reduced before a full-time position is reduced.

Part-time officers may be utilized for taking the place and position of officers while on vacation, during leaves of absence including holiday leave and during sick leave and personal leave of any full-time officers. The operation of the Police Department will be maintained with at least one (1) full-time officer on each shift.



Part-time police officers may be used to supplement a shift manned by two (2) full time officers for special assignments, such as traffic control. Nothing herein is intended to prevent the use of part-time officers when needed in the case of emergencies where full-time officers are unavailable to fill the emergency need. Overtime work shall first be offered to full-time employees.

There shall be no more than five (5) part-time officers in the pool of available manpower at any given time and no part-time officers shall be permitted to work more than ninety-six (96) hours over a Twenty-Eight (28) day period, except in case of emergencies.  
(1997-1999 AGREEMENT)

**32. TERMINATION OF DEPARTMENT**

If for any reason the Township Council terminates the Police Department or reduces the number of full-time officers, any officer thereby dismissed or furloughed shall receive termination pay equal to two (2) weeks' pay plus one (1) week for every full year of service.

Any such payment shall be offset by the amount of unemployment compensation the officer is eligible to receive during the period of time corresponding to that period for which the officer receives the termination of department benefits under the contract. The net payment shall be made as a lump sum at time of lay off. Where the laid off police officer does not receive the unemployment benefits involved or receives less, the Township shall pay him the difference.

**33. TRANSPORTATION TO & FROM WORK**

All police officers shall be provided with a ride to and from work if the officer lives in the Township assuming that an officer on duty is available. Notwithstanding this permitted practice, all police officers are required to report to work at the start of their shift.

**34. GUN RANGE**

All police officers shall be paid for time required by the Township to be spent at the gun range with a minimum of four (4) hours unless it occurs during the officer's shift in which case no minimum paid hours shall apply. (1997-1999 AGREEMENT)

An officer who completes activities at the gun range shall return to the police station and work, as assigned by the Chief of Police, for the unused portion of the four-hour minimum. (2000-2002 AWARD)

**35. UNIFORMS & EQUIPMENT**

The Township shall supply all police officers with full uniform, leather goods, guns, ammunition and such other equipment and supplies as the Township deems necessary and appropriate for the performance of the police officers' duties. All equipment shall remain the property of the Township and shall be returned to the Township in good condition, reasonable wear and tear expected.

The Township shall be responsible for all equipment damaged while a police officer is in the line of duty unless such damage is caused by the intentional and malicious act of the police officer in which event the responsible police officer is liable to the Township for the cost of replacing the damaged equipment.

**36. USE OF AUTOMOBILES**

The Township has provided the detective with an automobile for professional use in performing his duties. The Township shall continue to permit the detective to use that automobile in performing his duties subject to the following provisions:

From time to time, the police chief at his discretion may reassign the use of the automobile.

The automobile shall be made available by the Township provided that it is not needed for other police duties. This too shall be at the discretion of the police chief.

The police Chief may reassign the use of the automobile should there be an emergency where the automobile cannot be made available to the detective.

It is expressly understood that the automobile shall not be used by the detective for personal business.

**37. MEALS**

If a police officer does not have any pending calls for police services, the police officer shall be permitted to have a mid-shift meal at home provided that the police officer lives in the Township, remains on duty, is available by radio and will immediately respond to all calls for police services. (1997-1999 AGREEMENT)

**38. RESIDENCY**

All police officers hired by the Township are permitted to live anywhere in Delaware County or within fifty (50) miles of Township borders. (2015-2017 AGREEMENT)

Police officers who were employed by the Township before January 1, 1989 are exempted from this provision. (1997-1999 AGREEMENT)

**39. PERSONNEL FILE**

The Township shall notify such employee of any negative information being placed in his or her personnel file and the employee shall have the right to enter into the file a written response. (1997-1999 AGREEMENT)

**40. UNLAWFUL BENEFITS**

In the event any of the benefits provided in the contract are deemed unenforceable by the Township or are declared unlawful, the following procedure shall be used to redistribute said benefit:

A total value of the benefit shall be computed and the parties shall negotiate the placement of an equivalent amount into an existing benefit.

If a value cannot be ascertained, then the parties do not have to consider such a benefit.

In the event of a dispute concerning the value of such a benefit, that dispute shall be resolved by a single arbitrator in accordance with the grievance/arbitration procedure established under this contract. (1997-1999 AGREEMENT)

**41. DURATION OF AGREEMENT**

This agreement shall be effective January 1, 2018 and expire December 31, 2020. All benefits that do not designate an effective date shall become and remain effective as of January 1, 2018 and unless otherwise indicated shall continue through the duration of this agreement and thereafter unless modified or vacated. (1997-1999 AGREEMENT; 2018-2020 AGREEMENT)

**42. SAVINGS CLAUSE**

In the process of preparing this consolidated agreement, the language found in arbitration and labor agreements may have been modified to clarify various benefits and/or update such provisions. In addition, some benefits enjoyed by retirees are not contained in the consolidated agreement since they do not affect the currently active police officers. As such, if a dispute arises, the original language contained in the source documents (arbitration award or labor agreement) will be guiding and given such precedence as the circumstances warrant.

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

TOWNSHIP OF  
UPPER PROVIDENCE

FRATERNAL ORDER OF POLICE,  
DELAWARE COUNTY LODGE #27

BY: *Norothy Broadhurst*  
CHAIRMAN

BY: *Joseph A. Fitzgerald*  
PRESIDENT

ATTEST: *Gregory C. P...*  
SECRETARY

ATTEST: *Mark DeMaestri*  
SECRETARY

Date: *3-22-18*

Date: *4/2/18*