

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**The Washington Township Police Association and**

**The Township of Washington  
Franklin County, Pennsylvania**

**YEARS 2023, 2024,  
2025**

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## **ARTICLE 1 - BARGAINING UNIT:**

The provisions of this Agreement shall apply to all sworn police officers ("Officers") employed by the Township, except for the Chief of Police and any other management employees, as certified on July 29, 1992, by the Pennsylvania Labor Relations Board (PLRB), in Case No. PFR-92-24-E. Any reference(s) in this Agreement to the male gender shall include the female gender.

Upon receipt of a written authorization signed by an employee within the bargaining unit, the Township shall deduct an amount of money, certified by the Association as being the regular membership dues or fair share fee of the Association, from such Officer's weekly paycheck, for the benefit of the Association. On or before the last business day of each month, the Township shall issue a check to the Association's Treasury for any deducted monies collected for that month. Any officer who is in a status where he/she is not receiving a paycheck shall be responsible for paying his/her dues directly to the Association.

The Township may rely on any authorization submitted by the Association and shall not be required to make any investigation with respect to the accuracy of the authorization, and shall be indemnified and saved harmless by the Association with respect to any act which the Township may do or refrain from doing in reliance upon such authorization.

## **ARTICLE 2 - CONTRACT TERM:**

This contract shall be for a period of three (3) years, commencing on January 1, 2023 and ending on December 31, 2025. Unless otherwise specifically stated herein, all benefits established herein shall be effective as of January 1, 2023, notwithstanding the date upon which this Agreement shall be executed. This contract shall continue from year to year thereafter, unless modified by the parties through collective bargaining for such successive calendar years pursuant to the provisions of said Act 111.

## **ARTICLE 3 - DUTIES OF POLICE OFFICERS:**

The duties of a police officer covered by this Agreement shall be to provide police related services as per their job description in the Police Department Rules and Regulations, as amended from time to time by the Township Board of Supervisors. This shall not constitute a waiver of the right to bargain under Act 111.

## **ARTICLE 4 - ASSOCIATION REPRESENTATIVES:**

The Association shall name one (1) of its members to act as liaison between the Association and the Township. Such representative shall have the right to represent the Association with regard to any grievance filed by the Association, and shall be the person who shall transmit information to the Township on behalf of the Association, or receive information for the Association from the Township. The foregoing shall not preclude the Township or the Association from engaging and being represented by legal counsel on account of any reason.

## **ARTICLE 5 - PROBATIONARY PERIOD:**

Newly hired Officers shall have a probationary period of one year from their initial reporting date and shall be covered by all the provisions of this Agreement from such initial date of reporting. New Officers shall be formally evaluated at the six-month mark, unless evaluations were required earlier, to inform the Officer of his/her performance to date. If at the close of the said probationary period, the conduct or fitness of the probationary Officer has not been satisfactory to the Township, such Officer shall be notified, in writing, that he will not receive a permanent appointment to the Township Police Department. In such case, his probationary appointment shall cease; otherwise, his retention shall be equivalent to a permanent appointment.

Upon completion of the aforesaid probationary period, an Officer shall have seniority rights retroactive to the date of his initial reporting. If mutually agreed to by the Officer and the Township, the probationary period may be extended for one (1) additional period of six (6) months beyond the first probation year.

## **ARTICLE 6 - SALARY:**

During the term of this contract, the annual base salary and hourly rate for members of the association shall be according to this article.

**6.1 - POLICE SALARIES:** Shall be amended as follows from Article 6 of the previous contract.

1. Effective January 1, 2023, the base salaries for all full-time Police Officers shall be increased by 3.5%.
2. Effective January 1, 2024, the base salaries for all full-time Police Officers shall be increased further by 2.5%.
3. Effective January 1, 2025, the base salaries for all full-time Police Officers shall be increased further by 2%.
4. The annual percentage increases described above shall be applied to the Patrol Officer rate of pay.
5. The starting hourly rate for part-time Police Officers shall be \$23.00. Once a part-time Officer is hired, he/she shall receive the same annual pay increases as defined above on the annual anniversary of his/her date of hire.

**6.2** The salary schedule for the Patrol Officers shall be as follows:

Years of Service	2023	2024	2025
0-1 (1st)	\$56,782.49	\$58,202.05	\$59,366.09
1-2 (2nd)	\$58,359.77	\$59,818.76	\$61,015.14

2-3 (3rd)	\$59,937.04	\$61,435.46	\$62,664.17
3-4 (4th)	\$61,514.36	\$63,052.21	\$64,313.26
4-5 (5th)	\$63,091.64	\$64,668.93	\$65,962.31
5-6 (6th)	\$63,880.30	\$65,477.31	\$66,786.86
6-7 (7th)	\$64,678.79	\$66,295.75	\$67,621.67
7-8 (8th)	\$65,487.29	\$67,124.47	\$68,466.96
8-9 (9th)	\$66,305.88	\$67,963.52	\$69,322.80
9-10 (10th)	\$67,134.69	\$68,813.05	\$70,189.31
10-11 (11th)	\$67,973.88	\$69,673.23	\$71,066.70
11-12 (12th)	\$68,823.57	\$70,544.16	\$71,955.04
12-13 (13th)	\$69,683.84	\$71,425.93	\$72,854.45
13-14 (14th)	\$70,554.89	\$72,318.77	\$73,765.14
14-15 (15th)	\$71,436.83	\$73,222.75	\$74,687.20
15-16 (16th)	\$72,329.77	\$74,138.02	\$75,620.78
16-17 (17th)	\$73,233.92	\$75,064.77	\$76,566.06
17-18 (18th)	\$74,149.34	\$76,003.07	\$77,523.13
18-19 (19th)	\$75,076.20	\$76,953.10	\$78,492.17
19-20 (20th)	\$76,014.65	\$77,915.02	\$79,473.32
20-21 (21st)	\$76,964.84	\$78,888.96	\$80,466.74
21-22 (22nd)	\$77,926.91	\$79,875.08	\$81,472.58
22-23 (23rd)	\$78,900.99	\$80,873.51	\$82,490.98
23-24 (24th)	\$79,887.27	\$81,884.45	\$83,522.14
24-25 (25th) plus	\$80,885.85	\$82,908.00	\$84,566.16

- 6.3 Officers designated as Police Officer – First Class shall receive an additional \$1,000 per year above the Patrol Officer rate. The salary schedule for Police Officers – First Class shall be as follows:

<b>Police Officer – First Class</b>			
<b>\$1,000 per year above Patrol Officer rate</b>			
<b>Years of Service</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
2-3 (3rd)	\$60,937.04	\$62,435.46	\$63,664.17
3-4 (4th)	\$62,514.36	\$64,052.21	\$65,313.26
4-5 (5th)	\$64,091.64	\$65,668.93	\$66,962.31
5-6 (6th)	\$64,880.30	\$66,477.31	\$67,786.86
6-7 (7th)	\$65,678.79	\$67,295.75	\$68,621.67
7-8 (8th)	\$66,487.29	\$68,124.47	\$69,466.96
8-9 (9th)	\$67,305.88	\$68,963.52	\$70,322.80
9-10 (10th)	\$68,134.69	\$69,813.05	\$71,189.31
10-11 (11th)	\$68,973.88	\$70,673.23	\$72,066.70
11-12 (12th)	\$69,823.57	\$71,544.16	\$72,955.04
12-13 (13th)	\$70,683.84	\$72,425.93	\$73,854.45
13-14 (14th)	\$71,554.89	\$73,318.77	\$74,765.14
14-15 (15th)	\$72,436.83	\$74,222.75	\$75,687.20

15-16 (16th)	\$73,329.77	\$75,138.02	\$76,620.78
16-17 (17th)	\$74,233.92	\$76,064.77	\$77,566.06
17-18 (18th)	\$75,149.34	\$77,003.07	\$78,523.13
18-19 (19th)	\$76,076.20	\$77,953.10	\$79,492.17
19-20 (20th)	\$77,014.65	\$78,915.02	\$80,473.32
20-21 (21st)	\$77,964.84	\$79,888.96	\$81,466.74
21-22 (22nd)	\$78,926.91	\$80,875.08	\$82,472.58
22-23 (23rd)	\$79,900.99	\$81,873.51	\$83,490.98
23-24 (24th)	\$80,887.27	\$82,884.45	\$84,522.14
24-25 (25th) plus	\$81,885.85	\$83,908.00	\$85,566.16

- 6.4 Corporals shall receive an additional \$2,500 per year above the Patrol Officer rate. The salary schedule for the Corporal Position shall be as follows:

<b>Corporals</b>			
<b>\$2,500 per year above Patrol Officer rate</b>			
<b>Years of Service</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Less than 6	\$65,591.64	\$67,168.93	\$68,462.31
6th	\$66,380.30	\$67,977.31	\$69,286.86
7th	\$67,178.79	\$68,795.75	\$70,121.67
8th	\$67,987.29	\$69,624.47	\$70,966.96
9th	\$68,805.88	\$70,463.52	\$71,822.80
10th	\$69,634.69	\$71,313.05	\$72,689.31
11th	\$70,473.88	\$72,173.23	\$73,566.70
12th	\$71,323.57	\$73,044.16	\$74,455.04
13th	\$72,183.84	\$73,925.93	\$75,354.45
14th	\$73,054.89	\$74,818.77	\$76,265.14
15th	\$73,936.83	\$75,722.75	\$77,187.20
16th	\$74,829.77	\$76,638.02	\$78,120.78
17th	\$75,733.92	\$77,564.77	\$79,066.06
18th	\$76,649.34	\$78,503.07	\$80,023.13
19th	\$77,576.20	\$79,453.10	\$80,992.17
20th	\$78,514.65	\$80,415.02	\$81,973.32
21st	\$79,464.84	\$81,388.96	\$82,966.74
22nd	\$80,426.91	\$82,375.08	\$83,972.58
23rd	\$81,400.99	\$83,373.51	\$84,990.98
24th	\$82,387.27	\$84,384.45	\$86,022.14
25th plus	\$83,385.85	\$85,408.00	\$87,066.16

- 6.5 Sergeants shall receive an additional \$5,000 per year above the Patrol Officer rate. The salary schedule for the Sergeant Position shall be as follows:



<b>Sergeants</b>			
<b>\$5,000 per year above Patrol Officer rate</b>			
<b>Years of Service</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Less than 6	\$68,091.64	\$69,668.93	\$70,962.31
6th	\$68,880.30	\$70,477.31	\$71,786.86
7th	\$69,678.79	\$71,295.75	\$72,621.67
8th	\$70,487.29	\$72,124.47	\$73,466.96
9th	\$71,305.88	\$72,963.52	\$74,322.80
10th	\$72,134.69	\$73,813.05	\$75,189.31
11th	\$72,973.88	\$74,673.23	\$76,066.70
12th	\$73,823.57	\$75,544.16	\$76,955.04
13th	\$74,683.84	\$76,425.93	\$77,854.45
14th	\$75,554.89	\$77,318.77	\$78,765.14
15th	\$76,436.83	\$78,222.75	\$79,687.20
16th	\$77,329.77	\$79,138.02	\$80,620.78
17th	\$78,233.92	\$80,064.77	\$81,566.06
18th	\$79,149.34	\$81,003.07	\$82,523.13
19th	\$80,076.20	\$81,953.10	\$83,492.17
20th	\$81,014.65	\$82,915.02	\$84,473.32
21st	\$81,964.84	\$83,888.96	\$85,466.74
22nd	\$82,926.91	\$84,875.08	\$86,472.58
23rd	\$83,900.99	\$85,873.51	\$87,490.98
24th	\$84,887.27	\$86,884.45	\$88,522.14
25th plus	\$85,885.85	\$87,908.00	\$89,566.16

- 6.6 The Officer-In-Charge shall receive an additional \$8,000 per year above the Patrol Officer rate. The salary schedule for the Officer-In-Charge position shall be as follows:

<b>Officer-In-Charge</b>			
<b>\$8,000 per year above Patrol Officer rate</b>			
<b>Years of Service</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Less than 6	\$71,091.64	\$72,668.93	\$73,962.31
6th	\$71,880.30	\$73,477.31	\$74,786.86
7th	\$72,678.79	\$74,295.75	\$75,621.67
8th	\$73,487.29	\$75,124.47	\$76,466.96
9th	\$74,305.88	\$75,963.52	\$77,322.80
10th	\$75,134.69	\$76,813.05	\$78,189.31
11th	\$75,973.88	\$77,673.23	\$79,066.70
12th	\$76,823.57	\$78,544.16	\$79,955.04



13th	\$77,683.84	\$79,425.93	\$80,854.45
14th	\$78,554.89	\$80,318.77	\$81,765.14
15th	\$79,436.83	\$81,222.75	\$82,687.20
16th	\$80,329.77	\$82,138.02	\$83,620.78
17th	\$81,233.92	\$83,064.77	\$84,566.06
18th	\$82,149.34	\$84,003.07	\$85,523.13
19th	\$83,076.20	\$84,953.10	\$86,492.17
20th	\$84,014.65	\$85,915.02	\$87,473.32
21st	\$84,964.84	\$86,888.96	\$88,466.74
22nd	\$85,926.91	\$87,875.08	\$89,472.58
23rd	\$86,900.99	\$88,873.51	\$90,490.98
24th	\$87,887.27	\$89,884.45	\$91,522.14
25th plus	\$88,885.85	\$90,908.00	\$92,566.16

**6.7 Promotions:** Upon promotion, a Patrol Officer will be placed on the salary schedule for the new rank and at the appropriate step for the years as a member of the Police Department.

#### **ARTICLE 7 - PAYROLL SYSTEM:**

Each Officer shall be paid on a bi-weekly basis. Payroll checks shall include an Officer's regular pay, overtime pay, and any allowance pay not provided for elsewhere which may then be due. Paychecks shall be issued on Fridays, unless Friday is a holiday, in which case it shall be issued on the preceding weekday, which is not a holiday. Direct deposit of paychecks shall be mandatory. An officer must notify the Township in writing of the bank account he/she wishes to use and must provide accurate account information to the Township.

**7.1 – SALARY CHANGE EFFECTIVE DATE:** When an officer's salary changes as a result of a new year, step increase, or promotion, the change shall become effective at the beginning of that current pay period.

#### **ARTICLE 8 - WORK SCHEDULING:**

An Officer's work schedule shall be subject to the following terms and conditions, which shall be deemed to have the stated meanings and intent, unless the context of same clearly imparts a different meaning and intent.

**8.1 - TENTATIVE ANNUAL SCHEDULE:** On or before the first day of January of each calendar year, the Chief of Police shall prepare and post a tentative annual work schedule that shall clearly state each Officer's work days (on-duty), his non-work days (off duty), his work shift for each work day, and shall consist of a continuously cycling work period. In formulating and administering such tentative annual schedule, the Township shall attempt to provide each Officer within the Police Department an equal number of holidays off-duty during the calendar year, as nearly as may be possible; and as many Officers as possible shall have one (1) weekend

(Saturday & Sunday) off-duty during each month of the calendar year. The tentative schedule shall not become final for each month, and the Chief of Police shall have the right, in his sole discretion, to revise the tentative schedule, until the final monthly schedule is posted in accordance with Section 8.7, below.

**8.2 - WORK PERIOD:** A work period shall consist of two (2) consecutive calendar weeks.

**8.3 - WORK SHIFT:** A work shift shall generally be a continuous twelve (12) hour period except for one continuous eight (8) hour shift each pay period. A work shift shall be charged against the calendar day in which it commences. Each officer shall be assigned to only one (1) work shift per calendar day, bona fide emergencies excepted. The Chief of Police may schedule work shifts to meet operational needs. The definition of the "same" work shift or tour of duty shall include a window of time equal to one-half the length of the shift before or after the starting time of the officer's work shift on the preceding day.

**8.4 - SHIFT CHANGE:** Each officer shall be provided eight (8) hours off-duty between any consecutive work shifts, bona fide emergencies excepted. If an officer is required to come to work during said eight (8) hour rest period, he shall be paid at the overtime rate for the hours worked within the 8-hour period.

**8.5 - SCHEDULE CHANGE:** An officer who has his work schedule involuntarily changed, within seventy-two (72) hours of a scheduled workday, shall be compensated at his overtime rate for any such work hours. Changing an officer's work day(s) and/or work shift(s) shall constitute a schedule change. An officer's work schedule shall not be changed, except in the case of a bona fide emergency.

**8.6 - WORK SCHEDULE:** The work schedule shall be prepared by the Chief of Police. The Association may provide feedback to the Chief regarding the work schedule. Full-time Officers' work schedules shall consist of consecutive days on the same work shift or tour of duty between days off. Days off shall be consecutive with no less than two consecutive days off. Any scheduling of a shift more than an amount of time equal to one-half the length of the shift before or after the initial work shift's start time shall be by request with the officer having a right to refusal without prejudice.

**8.7 - POSTING OF MONTHLY SCHEDULE:** The final monthly schedule shall be posted by the 15th of the month for the next calendar month.

## **ARTICLE 9 - OVERTIME:**

An Officer shall be paid at the rate of one and one-half (1 & 1/2) times his regular hourly rate (overtime) for all time worked in excess of 80 hours in the work period.

Overtime work shall be at the discretion of the Township, and shall be assigned by the Chief of Police or his designee on a rotating basis. Overtime assignments shall first be offered on a voluntary basis, according to seniority (most senior first). Bidding shall be for only one shift or a portion of a shift at a time. When an Officer shall decline overtime, he shall not be again eligible

for same until all junior Officers shall have been afforded an opportunity for overtime. Once the voluntary overtime list is exhausted and no one volunteers to accept the overtime, the Chief of Police or his designee shall have the right to assign overtime on a mandatory basis according to seniority (least senior first). The Chief of Police shall post an overtime assignment list on the Department bulletin board, which list shall indicate the allocation of overtime work afforded to each Officer.

All overtime assignments that do not include specialized training shall be assigned by use of the overtime list.

The Association shall prepare the assignment lists in seniority order (voluntary) and inverse seniority order (mandatory) and provide the lists to the Chief for posting.

The Chief of Police or his designee will take care of filling the requested days off for personal time and vacation time. The Chief of Police or his designee will be responsible for filling any sick or bereavement leave which is an immediate call off, which may be assigned to the Senior Patrolman on Shift. The supervisor may delegate the task of calling to fill the overtime shift to the office staff to be completed.

Call out for overtime shall be governed by the following rules:

1. The phone shall ring no less than 10 times before the next officer is called, unless an answering machine or voice mail picks up before 10 rings.
2. Answering machine messages do not constitute acceptance of overtime.
3. Officer will have a maximum of 5 minutes to agree to accept the overtime once notified or once a message is left.
4. Children cannot accept/deny or take messages for overtime. Spouses are authorized to take messages for overtime but the officer him/herself must accept or deny the overtime within 5 minutes.
5. Overtime may be offered to all bargaining unit members.
6. No officer may voluntarily accept or be assigned overtime which would have them working more than a total of eighteen (18) hours on any one single twenty-four (24) hour period.
7. An officer SHALL NOT be eligible to accept overtime for the shift they vacated.

After all full-time officers have been afforded the opportunity of overtime; part-time officers may, if they have already been scheduled 40 hours per week, then be used and afforded the opportunity of overtime.

The monthly work schedule cannot be changed to avoid overtime for an officer. If an officer

has been scheduled to work he may not be deleted to avoid overtime.

#### **ARTICLE 10 - COMPENSATORY TIME:**

An Officer, at his sole discretion, may elect to have compensatory time off-duty, with pay, at the rate of one and one half (1 1/2) times his overtime hours in lieu of pay. The Officer may elect to utilize his compensatory time at any time, with due regard for the operational requirements of the Police Department. No Officer may be solicited by the Township to perform overtime work in exchange for compensatory time.

The amount of compensatory time that may be accumulated is capped at 80 hours at any one time.

#### **ARTICLE 11 - CALL TIME:**

In the event that an Officer is called to work from an off-duty status, he shall be compensated as follows:

Call out time - an Officer shall be paid for no less than two (2) hours for any call out requiring less than two (2) hours. For call outs two (2) hours or longer the Officer shall be paid for the hours worked. Call out time shall begin when the Officer reports for duty and shall continue until he shall be released from duty. Once the task for which an Officer was originally called out for is completed, the Township may require the Officer to perform additional duties until the Officer has worked the two (2) hour minimum.

Call in time - (Early call in immediately before a shift is to begin) - an Officer who is called in early prior to a scheduled shift shall be paid for all such time as worked starting when the Officer reports for duty.

#### **ARTICLE 12 - STANDBY STATUS:**

In the event that an Officer is placed in a restricted status by the Township (except court standby), whereby he is subject to immediate recall to on-duty status and/or has his off-duty time restricted in any manner, he shall be paid at his applicable quarterly hourly rate for all such time.

An Officer who is on standby status shall remain ready to reperform work and shall be available to report for duty within 45 minutes of receiving a call. Any Officer violating this provision shall be subject to discipline, up to and including discharge. The Officer must abide by all Township policies and regulations while in standby status.

#### **ARTICLE 13 - OFF DUTY CONTACT OF OFFICERS:**

Off duty contact of officers will be subject to the following terms and conditions:

1. For any situation where there is risk of loss of life or property.

2. For activation of the following:
  - A. Utilization of Overtime List
  - B. Accident Investigation Team
  - C. Crime Scene Technician and Detective
  - D. Notification of On-Call Supervisor
  - E. Notify Officer for Court
  - F. Notify/Request Officer for Change of shift
  - G. To recall Officer to duty
3. To contact an Officer to correct a problem as a result of the Officer's failure to perform a required duty as required by Department Policy Rules & Regulations or previous communication directives which failure could result in disciplinary action against the Officer. This contact shall not be used strictly to correct or clarify news releases or other non-vital reports that can be corrected with the next tour of duty.

Due consideration shall be given to the officer's previous tour of duty to avoid waking the officer from sleep whenever possible.

#### **ARTICLE 14 - TRAINING:**

1. **Mandatory Training** - Mandatory Training which shall include all training required by law and any non-optional training shall be paid at the regular or overtime rate as the case may be as provided in this contract. Mandatory training time shall be computed from the time the officer departs his duty station or such other place as may be designated as a departure site and shall continue until he shall return to station or such other departure site. If training requires overnight travel, the officer shall be paid for the actual time in training.
2. **Elective Training** - Elective training shall be any training approved by the Chief that the officer requests to attend and that is not mandatory training. Elective training time shall not include travel time beyond a normal day's work.
3. **Multi-Day Training** – The Township shall pay for overnight lodging for multi-day training if the training location is at least one hundred (100) miles from the Township office. The Township may pay for overnight lodging the night prior to the training date if approved in advance by the Chief.

For multi-day trainings, the Township will reimburse the officer up to ten dollars (\$10) for breakfast, ten dollars (\$10) for lunch, and twenty dollars (\$20) for dinner for each

day of training.

Officers shall be responsible for providing the Township with itemized receipts in order to receive reimbursement for the above expenses.

#### **ARTICLE 15 - COURT TIME:**

Any appearances, of whatever nature, in any judicial or administrative proceeding, which arise by virtue of an officer's performance of duty, shall be deemed to be work time; and as such, an officer shall be compensated at his regular or overtime rate, as the case may be. Whenever an officer is required to attend any Magistrate's hearing during a time at which such officer was previously scheduled to be off-duty, he shall receive a minimum of two (2) hours of pay, or the actual time involved in such hearing, whichever is greater. Likewise, whenever an officer is required to attend any Court of Record, District Attorney's conference, or administrative proceeding during a time at which such officer was previously scheduled to be off-duty, he shall receive a minimum of two (2) hours of pay, or the actual time involved in such matter, whichever is greater.

Where an Officer is scheduled to attend any judicial or administrative proceeding outside of Magisterial District 39-3-02, the guarantees contained in this Article shall be for a minimum of three (3) hours.

#### **ARTICLE 16 - BEREAVEMENT LEAVE:**

An officer shall be granted bereavement leave, with pay, according to the following terms and schedule:

**IMMEDIATE FAMILY:** An Officer shall be entitled to take up to four (4) days off-duty following the date of death of a member of his immediate family, or next of kin who resides in his household, for the purposes of attending the funeral and other related necessities of such occurrence. The Officer must attend the funeral. Immediate family is defined as: Spouse, Child, Parent, Brother, Sister, Stepparent, Adopted Children, and Foster Children.

**NEXT OF KIN:** An Officer shall be entitled to take up to three (3) days off-duty following the date of death of a next of kin, for the purpose of attending the funeral or other related necessities of such occurrences. The Officer must attend the funeral. Next of kin is defined as: Grandparent, Grandchild, Parent-in-Law, Brother/Sister-in-Law, or Grandparent-in-Law.

#### **SPECIAL LEAVE:**

1. **Spouse or child** - A Police Officer may take up to two (2) weeks off, charged to sick leave in addition to bereavement leave in the case of the death of a spouse or a child.
2. **Non-spouse or a child** - In the event that an Officer requires the use of additional bereavement leave beyond the above benefit levels, he shall be entitled to take up to three (3) additional leave days, which additional leave shall be charged against his vacation or personal leave entitlement.

## **ARTICLE 17 - PERSONAL LEAVE:**

Each officer shall be paid personal leave each year in lieu of holidays and other personal time at the rate of 4 hours every two weeks. Personal leave may be utilized by an officer for any purpose, in 2-hour units and shall only require advance notice to the Chief equal to the length of the personal leave time to be utilized which notice shall be a minimum of one (1) day. Approval of requests for personal leave shall not be unreasonably withheld by the Chief and the advance notice requirement may be waived in cases of personal emergency.

1. Each full personal shift shall be compensated at twelve (12) hours.
2. Each employee may carry over a maximum of 104 hours into the following year.
3. Termination of employment. Upon termination of employment all unused personal leave shall be paid to the employee.
4. Personal leave shall be earned at a rate of 4 hours per two-week period.
5. Personal leave not used by salaried non-exempt employees at the end of the calendar year beyond the permitted carry over maximum shall be paid at straight time to the employee. Salaried exempt employees\* must use their personal leave or forfeit the time.
6. The Township shall permit a minimum of one (1) officer to be on personal leave on any shift. Approval of personal leave shall be on a first requested, first approved basis.
7. Personal leave is not provided to part-time employees or for the first 3 months of employment for full-time employees.

\* Salaried exempt employees, at this time, include only the Chief of Police.

## **ARTICLE 18 - SPECIAL HOLIDAYS:**

Special holiday compensation shall be provided to each full time Officer who works on the following eight (8) holidays: New Years, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas. This compensation shall consist of, in addition to the normal compensation provided, one (1) hour of personal time for each hour actually worked on the normal compensation provided. Special holiday time shall be provided for the 24-hour period between midnight and midnight of the date of the holiday. Special holiday compensation shall not be provided to salary exempt employees.

For purposes of compensation and scheduling, the Christmas and New Year's holidays shall be deemed to commence at 4:00 p.m. on the holiday eve and continue through the calendar holiday (a period totaling 32 hours).



## ARTICLE 19 - ANNUAL LEAVE:

Each officer shall be granted annual leave (vacation), with pay, according to the following schedules and conditions:

<u>AMOUNT OF SERVICE</u>	<u>AMOUNT OF LEAVE</u>
BEFORE ONE YEAR	8 HOURS/MONTH OF SERVICE, UP TO MAX. OF 80 HOURS DURING FIRST CALENDAR YEAR*
AFTER ONE YEAR	80 HOURS
AFTER FIVE YEARS	120 HOURS
AFTER ELEVEN YEARS	128 HOURS
AFTER TWELVE YEARS	136 HOURS
AFTER THIRTEEN YEARS	144 HOURS
AFTER FOURTEEN YEARS	152 HOURS
AFTER FIFTEEN YEARS	160 HOURS

\*Officers in their first year of employment shall begin earning annual leave beginning on their date of hire in accordance with the schedule above, but are not permitted to use any annual leave until such officer completes ninety (90) days of employment with the Township.

An officer may accumulate and carry over to the next year annual leave days equal to one half (1/2) of the number of days the officer was entitled to receive that year. Any days not used and beyond the maximum carry over shall be forfeited. This carry over limit shall not apply to officers who are attending the police academy during their first calendar year of employment.

Upon voluntary separation but not termination from the Department, the Officer shall be paid at the Officers straight time rate the full current value for any unused accumulated annual leave which has not been forfeited, including any annual leave for the current year, prorated to the date of separation. Leave in units of one half day may be scheduled with the approval of the Chief, which approval shall not be unreasonably withheld. The Township shall permit a minimum of one (1) Officer to be on annual leave on any calendar day. An Officer shall have the right to reject a request for him to work during his vacation, and shall not be prejudiced by such refusal.

In the event that an Officer shall die during the term of this Agreement, any accumulated, unused annual leave days to which he was entitled, shall be paid at 100% of their current value, in a lump sum, to his spouse or dependent children, as the case may be, or otherwise to his estate.

**VACATION SCHEDULING:** Each Officer, in the order of his seniority (most senior first), shall be permitted to place one (1) bid for an initial annual vacation, utilizing his annual leave, as hereinafter provided. Such initial bid procedure shall be administered by the Chief of Police, and all such initial bids must be made prior to the first (1st) day of April of each calendar year. An Officer with less than two (2) years of service shall be permitted an initial bid of a maximum of

forty (40) hours of annual leave; and Officers with more than two (2) years of service shall be permitted an initial bid of a maximum of eighty (80) hours of annual leave. In all cases, initial bids shall be made to the Chief of Police at least thirty (30) days prior to the first day of the requested vacation.

After initial bids, any Officer electing to utilize any portion of his remaining accumulated annual leave shall do so by scheduling the same with the Chief of Police. The Township shall permit as many members of the Department to be on vacation leave at any one time as scheduling will permit, and approval of such leave utilization shall not be unreasonably withheld. An Officer shall be required to give notice to the Township for the utilization of annual leave equal to the amount of time being requested, with a minimum of seven (7) days' notice. It is understood and agreed among the parties that although the Township may adopt staffing and/or scheduling policies which may influence the number of Officers who can be off-duty at any given time, every good faith effort will be made to accommodate a request for leave beyond the aforesaid minimum number of approved leaves.

#### **VACATION CALCULATION FORMULA:**

Vacation time earned in any given year shall be prorated according to the officer's date of separation. When an Officer separates from employment with the Township, the vacation time for the calendar year in which the separation occurs shall be prorated based on the actual number of days worked in that calendar year.

#### **ARTICLE 20 - MILITARY LEAVE:**

The Township will comply with the current Uniformed Services Employment and Re-Employment Rights Act, 38 U.S.C. § 4301, et seq., the Pennsylvania Military Code, 51 Pa.C.S. § 7301, et seq. and 51 Pa.C.S. § 4102.

#### **ARTICLE 21 - SICK LEAVE:**

Each full-time Officer shall be granted sick leave, with pay, according to the following schedule and conditions:

**ACCRUAL:** On first day of each calendar year, each Officer shall be credited with ninety-six (96) hours of annual sick leave, which shall be added to any accumulated unused leave carried forward from previous years. A full sick day shall be compensated at twelve (12) hours. An Officer who is sick must report the illness in some manner to the Township to be eligible for sick pay. When an Officer separates from employment with the Township, the sick leave for the calendar year in which the separation occurs shall be prorated based on the actual number of days worked in that calendar year.

**USAGE:** An Officer may utilize his sick leave in units of two (2) hours, for his own personal illness, or for an emergency illness or injury in his immediate family which absolutely requires him to be at home, or for emergency medical and/or dental appointments for inpatient or surgical procedures, but not for checkups or regular office visits. The Township may require a doctor's certificate for sick leave usage in excess of three (3) consecutive work days, the cost of

which certificate shall be paid for by the Officer.

**21.1 - SICK TIME BUY BACK:** A full-time Officer who obtains full retirement from the department shall be eligible for sick time buy back in accordance with the formula set forth below. Also, if an Officer becomes permanently disabled in the line of duty or acting within their official capacity while off duty, the Officer will be eligible for sick time buy back in accordance with the formula set forth below. In addition, if an Officer dies in the line of duty or while acting within their official capacity while off duty, such Officer's spouse will be entitled to receive the Officer's sick time buy back in accordance with the formula set forth below, regardless of the Officer's length of service. For officers hired on or after April 1, 2020, any such sick time buy back payment shall not be included in calculating any officer's pension benefit. Sick Time Buy Back will be determined by using the following formula:

Total accumulated sick time, multiplied by 25%, multiplied by the Officer's hourly rate at the time of retirement, equals the amount the Officer will be paid at retirement.

For Officers hired prior to January 1, 2017, any such sick time buy back payment shall not exceed 1,400 hours.

For Officers hired on or after January 1, 2017, but prior to April 1, 2020, any such sick time buy back payment shall not exceed ten thousand dollars (\$10,000). Beginning in 2018, the \$10,000 cap shall be increased by a consumer price index formula determined as follows:

In the month of October of each calendar year following the effective date of this Agreement, the \$10,000 cap shall be adjusted in conjunction with any change in the Consumer Price Index ("CPI") for all Urban Consumers, U.S. City Average 1992/84 = 100" over the most recently reported annual period prior to October. (The base index will be subtracted from the current index, then divided by the base index to arrive at the index adjustment multiplier.) The \$10,000 cap shall be adjusted by the corresponding CPI factor, which adjustment will take effect the following calendar year.

For Officers hired on or after April 1, 2020, any such sick time buy back payment shall not exceed ten thousand dollars (\$10,000), which amount shall not be adjusted by a CPI factor.

"Full Retirement" means any Officer who completes a minimum of 25 years of service or the equivalent based on the "Military Buy Back Option".

**ACCUMULATION:** Each officer may accumulate unused sick leave and may carry over any such unused amount from year to year. Officers hired prior to April 1, 2020, may accumulate unlimited sick leave. Officers hired on or after April 1, 2020, may accumulate up to 800 hours of sick leave.

## **ARTICLE 22 - DISABILITY (WORK RELATED):**

In the event that an officer sustains an injury or illness that is covered by the terms of the

Pennsylvania Heart and Lung Act (the "Act"), the terms of the Act shall govern his eligibility.

#### **ARTICLE 23 - DISABILITY (NON-WORK RELATED):**

In the event that an Officer is disabled as a result of a non-occupational illness or injury, he shall be permitted to utilize his regular sick leave on account of such occurrence. Additionally, the Township shall continue to provide each Officer with the policy of disability insurance, which policy shall provide not less than a twenty-six (26) week benefit period, at two thirds (66.6%) of the weekly income to a maximum of \$700 per week. During an Officer's disability, the Officer may choose between sick leave payment or the disability insurance payments. If the Officer elects to receive disability insurance the Officer may choose to augment the coverage with sick leave up to 100% of their 80 hour base pay during the fourteen day pay period subject to the terms of the insurance company policy. An officer shall not accumulate any vacation, personal, or sick leave while out of work on disability leave.

#### **ARTICLE 24 - MEDICAL INSURANCE:**

The Township shall provide each Officer, and his eligible dependents, a comprehensive medical insurance policy with a deductible of \$500 for single participants and \$1,000 for family participants (currently Capital Blue Cross) or a comparable plan. All Officers shall be responsible for the deductible as well as for all co-pays, co-insurance costs, and fees for out of network services. The Summary Plan Documents for the healthcare plan and the prescription plan are attached hereto as Appendix A.

The Township shall provide a Healthcare Reimbursement Arrangement (HRA) in accordance with the Internal Revenue Code for each Covered Individual based on the following schedule: \$250.00 for single participant and \$500.00 for family participants.

A covered individual is defined as each member of the Association, thus, each Association member enrolled in family coverage shall be eligible for a HRA reimbursement based on the above schedule to cover both him, a spouse and all dependents. The HRA will be renewed on a calendar year basis, without carrying over unused portions from the previous year and any amounts not used shall be forfeited.

It is specifically understood between the parties that disputes or changes relating to the administration or scope of coverage of all aspects of any health, hospitalization, pharmaceutical vision, formulary and dental insurance policies which are not the result of Township direction, choice or decision, but rather are made strictly under the sole discretion of the respective carriers, shall be implemented and not be subject to the contractual grievance procedure or to claims of unfair labor practices. The Association has the right to review and verify that the changes made to the policies referred to above were made specifically by the insurance carrier.

Beginning in year 2013, all new full time officers will pay a portion of their health insurance costs. The cost will be deducted from each officer's bi-weekly paycheck in accordance with the following schedule:

2023: \$130

2024: \$140

2025: \$150

**Excise Tax:** In the event any of the health benefit plans offered in accordance with this Agreement may be subject to an excise tax on high-cost health plans, the Township shall provide the Police Association with notice within seven (7) days of the Township becoming aware that the plan may be subject to the tax based on prospective costs exceeding the applicable dollar limit established pursuant to 28 U.S.C. § 49801. The notice will include the prospective costs of the plan(s) and be accompanied by statements from the health insurer, carrier, and/or plan actuary certifying that costs for the ensuing plan year shall exceed the applicable limit. The Township shall promptly provide the Police Association with information relevant and necessary to verifying prospective plan costs subject to any restrictions under law.

Within seven (7) days of the notice described above, the Township shall provide the Police Association with plan design change options (increases in co-insurance, co-payments, deductibles, narrower networks, higher out of pocket limits, etc.) accompanied by the cost reduction to the plan associated with each change. The Township shall obtain estimated plan cost reductions for other plan design options proposed by the Police Association. The Police Association shall select the plan changes to reduce prospective plan costs below the applicable dollar limits. In the event that the Police Association fails to select a plan change that reduces the prospective plan costs below the applicable dollar amount within thirty (30) days of the notice described in subsection (1), the Police Officers shall be responsible for any applicable excise tax or PCORI fee.

**Opt Out:** All Police Officers hired prior to April 1, 2020, who elect not to receive Township insurance coverage shall receive an annual payment equal to one third (1/3) of the premium amount that the Officer would be eligible for. All Police Officers hired on or after April 1, 2020, who elect not to receive Township insurance coverage shall receive an annual payment equal to \$5,000. All such insurance opt out payments shall be subject to all applicable payroll and withholding taxes, shall not be factored into an Officer's overtime rate, and shall not be included in any pension benefit calculation.

#### **ARTICLE 25 – DENTAL, EYE AND HEARING INSURANCE:**

The Township shall provide each Officer and his dependents, at no cost to such Officer a self-insurance program (as provided by the Employee Benefit Policy) for Dental & Eye care as well as hearing aids. The Township shall provide an annual contribution in accordance with the following schedule for each year of the contract for each employee, which shall be added to any accumulated unused funding carried forward from previous years:

2023: \$1,300

2024: \$1,400

2025: \$1,500

#### **ARTICLE 26 - RETIREE HEALTH INSURANCE BENEFITS:**

No retiree health insurance benefits shall be funded by the Township. Retirees will be permitted to remain in the group plan after retirement to the extent that the carrier permits at their sole cost.

#### **ARTICLE 27 - SPECIAL MEDICAL COVERAGE:**

Each Officer shall be provided with a complete immunization program for hepatitis and rabies, at no cost to such Officer, including any booster program which may be required to maintain such level of immunization.

#### **ARTICLE 28 - LIFE INSURANCE:**

The Township shall provide each Officer, at no cost to such Officer, with a policy of life insurance in the face amount of not less than One Hundred Thousand Dollars (\$100,000.00), which shall have a double indemnity provision in case of accidental death subject to the following:

1. The policy will be provided at six (6) months of service to the Township, provided the officer passes the insurance company's physical.
2. The Township shall not be held liable in the event that the insurance cannot be secured for an officer.
3. Officer agrees to take the required physical for discounted premiums.
4. The Township shall pay the non-smokers premium rate for this insurance. Any additional premium costs as a result of smoking shall be paid by the officer.

#### **ARTICLE 29 - LIABILITY INSURANCE:**

The Township shall continue to provide all members of the Department with a policy of insurance for any claim of liability on account of false arrest or other civil action arising by virtue of an Officer's performance of duty, in an overall amount of not less than Two Million Dollars (\$2,000,000.00); and shall, in any event, hold such Officers harmless on account of any judgment which may arise from any and all acts which an Officer shall perform or fail to perform while acting as an Officer for the Township, except for the officer's own willful misconduct.

In the event that there is a conflict of interest between an Officer and the Township or any other Officer, all Officers involved shall have the right to secure private counsel, and such counsel's fees and related expenses shall be paid by the Township, provided, however, that such counsel fees and expenses shall not exceed reasonable amounts for similar services rendered in Franklin County Court of Common Pleas or the United States District Court for the Middle District

of Pennsylvania, as the case may be. Any dispute regarding such fees or expenses shall be referred to the Fee Dispute Committee of the Franklin County Bar Association.

#### **ARTICLE 30 - UNIFORMS, EQUIPMENT & RELATED ITEMS:**

Each Officer, upon being hired as an Officer for the Township, shall be issued a complete array of uniforms, shoes, boots, bullet proof vest, equipment and related items, including an issued sidearm, at no cost to such Officer, which shall remain the property of the Township. Thereafter each Officer shall submit a written requisition form for the repair/replacement of any issued item that is unserviceable, worn, or in need of repair.

The Police Association shall have the right to suggest uniforms, equipment, and related items to be included in the Rules and Regulations. The Township shall have the final say to determine what uniforms, equipment, and related items shall be provided.

#### **ARTICLE 31 - CLEANING:**

The Township shall reimburse each officer up to fifty dollars (\$50.00) per year for cleaning and maintenance of uniforms, on an as-needed basis.

#### **ARTICLE 32 - DAMAGED CLOTHING/PROPERTY:**

In the event that an Officer has his personal clothing and/or property damaged in the line of duty, the Township shall compensate him for the replacement value of the same, except for damage caused by the officer's own willful misconduct. An Officer making such claim shall verify that such damage/loss occurred in the line of duty and provide the Township with a reasonable basis for the replacement cost of same.

#### **ARTICLE 33 - PERSONAL VEHICLES:**

Officers agree to use their personal vehicle for court and schooling/training in the event a Township vehicle is unavailable. The Township shall be liable for the insurance deductible cost of repair to any officer's personal vehicle which may be damaged while being used pursuant to this article unless such damage is due to the officer's own willful misconduct, and for mileage reimbursement at the applicable rate as determined by the IRS.

#### **ARTICLE 34 - LUNCH AND BREAK PERIODS:**

All Officers shall be entitled to a meal period of forty-five (45) minutes and two breaks of fifteen (15) minutes per work shift. If an Officer works overtime for a period of more than three (3) hours in addition to his regular work shift, he shall be entitled to another such meal period. During meal and break periods, an Officer shall remain on call for emergency calls, which require immediate police action. An Officer shall be permitted to exercise his meal period or rest period at any location within the Township or Waynesboro.



### **ARTICLE 35 - NON-DISCRIMINATION:**

The Township and Association agree not to discriminate against any person with respect to hiring, compensation, terms or conditions of employment, on account of such person's race, color, religion, sex, sexual orientation, national origin, disability or age, nor shall it limit, segregate or classify employees in any way so as to deprive any individual employee of his employment opportunities on account of race, color, religion, sex, sexual orientation, national origin, disability, or age.

### **ARTICLE 36 - DEFECTIVE VEHICLES:**

No Officer shall be required to use any vehicle, which does not comply with the requirements of the Vehicle Code and regulations adopted by the Department of Transportation. Any Officer who encounters a defect or damage shall immediately report the same to his superior, in writing. The superior shall then decide if the vehicle shall be taken out of service until the repairs are made.

### **ARTICLE 37 - SENIORITY & BULLETIN BOARDS:**

The Township shall maintain a seniority list which shows the name, title/rank, and employment date of all employees of the Police Department, and shall post such listing on the official Department Bulletin Board. Official announcements of the Township shall be posted on the official Bulletin Board. The parties agree that both the Township and the Association may utilize said bulletin board for routine notices, and that no improper, abusive, false or obscene material shall be posted on such board. No material, except routine notices of meetings, social/fraternal events, and other official business shall be posted on the bulletin board without the prior approval of the Township; which approval shall not be unreasonably withheld. The Township will provide wall space and the Police Association will provide at their cost the Bulletin Board.

### **ARTICLE 38 - PENSION BENEFITS:**

**38.1 - FUNDING:** The municipality shall annually allocate sufficient General Municipal Pension System State Aid to the police pension fund to fully pay the annual financial requirements of the pension fund, without need for member contributions, up to the total amount that could be ascribed to the police force utilizing the unit allocation formula of Act 205. Members shall not be required to make contributions to the pension fund during the term of this contract.

**38.2 - SURVIVOR'S BENEFITS:** The spouse of a member of the police force or a member who retires on pension who dies or, if no spouse survives or if such person survives and subsequently dies or remarries, then the child or children under the age of eighteen (18) years of the deceased member shall, during said spouse's lifetime or so long as such surviving spouse does not remarry, or until reaching the age of eighteen (18) years in the case of a child or children, be entitled to receive a pension calculated at the rate of fifty percent (50%) of the pension that the member was receiving or would have been receiving had he been eligible and retired at the time of his death. Upon the death of a member, the surviving spouse, children or child of the deceased member shall continue to be covered by the existing eye and dental account for the remainder of that calendar year. Said survivors shall be eligible to

receive the balance of the account for eye and dental procedures provided for in this agreement for the remainder of that calendar year.

**38.3 - ACT 24:** The following provisions shall be added to the Police Pension Plan only if they can be implemented without incurring additional actuarial costs to the pension plan or requiring additional contributions to the plan from the Township's general funds:

1. Act 24: Amend the vesting provision to provide the early retirement benefit authorized by Act 24 of 1998, by renumbering the existing provisions as (a) and adding the following: (b) At the option of the member or his survivor(s), if the member has completed at least twenty (20) years of service, an immediate monthly pension benefit may be paid equal to the actuarial equivalent of the vested monthly benefit calculated pursuant to subsection (a). The actuarial equivalent benefit shall be calculated and paid utilizing the actuarial assumptions used in the last actuarial valuation report filed with the Public Employee Retirement Commission under the Act of December 18, 1984 (P.L. 1005, No. 205), as amended, known as the "Municipal Pension Plan Funding Standard and Recovery Act."

**38.4 - MILITARY SERVICE PURCHASE:** The following provisions shall be added to the Police Pension Plan only if they can be implemented without incurring additional actuarial costs to the pension plan or requiring additional contributions to the plan from the Township's general funds:

Amend the Pension Ordinance by adding the following provisions:

1. Any member or the police force who has been a regularly appointed employee of the municipality for a period of at least six months and who thereafter shall enter into the military service of the United States, shall have credited to his employment record for pension or retirement benefits all of the time spent by him or her in such military service, provided the member returns or has heretofore returned to employment within six months after separation from military service.
2. Any member of the police force who was not employed or employed for less than six months by the municipality prior to entering military service shall be entitled to purchase full service credit for each year of military service or fraction thereof, not to exceed five years. The amount due for the purchase of credit for military service other than intervening military service shall be computed by applying the average normal cost rate for borough and township police pension plans as certified by the Public Employee Retirement Study Commission, but not to exceed ten percent (10%), to the member's average annual rate of compensation over the first three years of municipal service and multiplying the result by the number of years and fractional part of a year of creditable non-intervening military service being purchased, together with interest at the rate of four and three-quarters percent (4¾%) compounded annually from the date of initial entry into municipal service to the date of purchase.
3. Any member of the police force shall be eligible to receive service credit for intervening

and non-intervening military service as hereinabove provided so long as the member is not entitled to receive, eligible to receive now or in the future, or is receiving retirement benefits for such service under a retirement system administered and wholly or partially paid for by any other governmental agency with the exception of a member eligible to receive or receiving military retirement pay earned by a combination of active duty and non-active duty with a reserve or national guard component of the armed forces which retirement pay is payable only upon the attainment of a specified age and period of service under 10 U.S.C. Ch. 67 (relating to retired pay for non-regular service).

**38.5 – DEFERRED RETIREMENT OPTION PROGRAM:** The terms of the existing DROP program:

- Drop entry upon reaching superannuation age and service at the option of the employee;
- Accumulated leave paid out as of the DROP date; and
- DROP participants to receive all contractual benefits during the DROP period.
- The Ordinance shall be a subject of Act 111 bargaining.

Shall remain unchanged for any officer who has reached, or will reach superannuation retirement requirements during the term of this collective bargaining agreement. Such officer shall be eligible to enter the DROP under those terms at any time after meeting the eligibility requirements to do so. In addition to the above, the DROP program terms shall be amended to extend the DROP period from three (3) years to five (5) years.

**38.6 – SALARY DEFINITION FOR PENSION PURPOSES:** For pension purposes all remuneration earned and paid during the computation period in accordance with Pennsylvania General Clarification to Municipal Pension Bulletin No. 2001-01 shall be used to determine an officer's remuneration earned. For new hires after April 1, 2020, no payment for unused sick, vacation, personal, or other paid time off shall be included in an officer's pension benefit calculation.

**38.7 MANDATORY RETIREMENT:** All officers hired on or after April 1, 2020, shall be required to retire upon reaching the age of 65.

**38.8 COLA Timing:** The following language is added to the end of Section 2.05, Cost-of-Living Adjustment, of the plan document:

Effective January 1, 2020, Cost-of-Living Adjustments shall be granted each January 1, based upon the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, during the year ended the previous September. At first January 1 after retirement, the Cost-of-Living Adjustment will be based on the increase in the CPI-U during the partial year since the Former Participant's retirement. Former Participants who are receiving a pension as of January 1, 2020 will receive an increase at January 1, 2020 based on the increase in the CPI-U during the partial year since their most recent Cost-of-Living Adjustment.

## **ARTICLE 39 - DISCIPLINARY PROCEDURES & ADMINISTRATIVE/INTERNAL INVESTIGATIONS:**

An officer shall have the absolute right to the presence of an Association representative in any type of disciplinary proceeding or administrative or internal investigation which could lead to the imposition of discipline. The Association shall be given reasonable advance notice of any request or directive to an officer to participate in any such proceeding and no such proceeding shall be conducted without an Association representative being present. Notwithstanding the above, an officer may waive his/her right to have an Association representative present during a disciplinary proceeding or administrative or internal investigation which could lead to the imposition of discipline.

## **ARTICLE 40 - GRIEVANCES:**

The purpose of the grievance procedure is to amicably settle disputes arising under this Agreement and any grievance or dispute involving the interpretation or application of the provisions of this Agreement.

Step 1. Within fourteen (14) days of the occurrence giving rise to the grievance, or when the individual grievant or the Association shall have had reason to become aware of the alleged violation, the grievance shall be presented in writing to the Chief of Police, who shall arrange for such meetings and make such investigations as necessary. The Chief of Police or his designee shall respond to the grievance in writing within five (5) days of the receipt of same. If this decision does not resolve the grievance, it may then be processed to the next step.

Including the right to grieve disciplinary action up to and including discharge, including Heart and Lung Act disagreements.

Step 2. If the grievance is not satisfactorily resolved by the Chief of Police or his designee, the covered Officer shall have the right to appeal in writing to the Township Manager. This appeal must be taken and filed within five (5) days after the receipt of the response as indicated in Step 1.

The Township Manager or designee will hold a closed hearing for each case with those involved in attendance within five (5) days after his receipt of the written appeal. The Township Manager shall render a decision within five (5) workdays. The Township Manager's decisions shall be in writing. If the Township Manager's decision does not resolve the grievance, it may then be processed to the next step.

Step 3. Within ten (10) days, after receipt of the written determination of the Township Manager, either party may request arbitration. A request for arbitration shall be in writing to the other party. In the case of a request for arbitration by the ASSOCIATION or covered Officer, such notice shall be directed to the Township Manager. The party seeking arbitration shall request a list of five (5) names from the American Arbitration Association for the purpose of selecting a neutral arbitrator.

The non-moving party shall make the first strike and the parties shall strike alternately until one

(1) name is left. This arbitrator shall then become the appointed arbitrator for both parties and this selection shall be binding. The jurisdiction and authority of the arbitrator shall be limited to the interpretation and application of this Agreement. If the question of arbitrability is raised, the arbitrator shall first hear argument on arbitrability and issue findings as to arbitrability.

The decision of the arbitrator shall be final and binding on both parties, and shall not be appealable into any court. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing, or the receipt of the transcript of the hearing. Any expenses of the arbitrator shall be borne equally by the parties. Notwithstanding the forgoing, in the event that the arbitrator shall determine that the grievance is without merit, he shall assess all of his fees and expenses against the party filing the request for arbitration. Likewise if the arbitrator shall determine that the responding party failed to make a good faith effort to resolve the grievance prior to arbitration, he may assess all of his fees and expenses against the responding party.

Either party may request an official transcript of the testimony presented at any arbitration hearing, in which case the cost of such transcript shall be borne by the requesting party, except in the case where the opposing party desires a copy of the transcript and then all the costs of transcription, including the stenographer's fee, shall be borne equally by both parties.

**TIME LIMITS:** Failure to process the grievance within the time limits established in the preceding Section presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure to answer a grievance in the time limits established in the Section presumes that the claim made in the grievance was denied and the grievant shall be permitted to proceed to the next step. for the purpose of determining the number of days prescribed in the above steps, Saturdays, Sundays and legal holidays shall not be counted.

**PROCESSING:** All grievances processed under this procedure shall be signed by an individual grievant, in the case of a personal grievance, and by an Association representative. All decisions rendered thereon shall be communicated to the Association representative who executed the original grievance.

**EXTENSIONS OF TIME:** The time limits specified in the preceding Sections may be extended by agreement of both parties. All such extensions shall be made in writing and signed by both parties on or before the expiration of the time limit involved.

#### **ARTICLE 41 - MANAGEMENT RIGHTS:**

The rights of management shall include, but not be limited to, all the following, subject to the terms of this Agreement which, in the event of any conflict, shall supersede:

1. The right to direct the work force and manage all the Township's physical facilities.
2. Determine and change the size of the work force.
3. Staffing, budget, equipment used, operating policies, practice standards.

4. Transfer and assignment of employees within the Police Department.
5. Maintain efficiency.
6. Determine the number of shifts to be worked. Adjust shifts and assign shift schedules.
7. Hire employees as needed.
8. To promote or transfer within the police department, recall employees, and to discipline and/or discharge employees for cause.
9. Maintain efficiency by determining the methods, means and personnel.
10. To determine and take whatever actions are necessary to carry out assigned missions in what the Township solely determines to be an emergency.
11. Assign work to specific employees.
12. To make rules and regulations governing the operation of the police employees and their work and conduct, to revise the same from time to time and to require compliance by the employees therewith.
13. To generally control and direct the Township and police employees in all of its operations and affairs.
14. To relieve employees from duty consistent with the provisions of the Township Code, Township Rules & Regulations, Police Tenure Act, and the requirements of just cause.

Except as specifically limited by the provisions of this Agreement, the Township retains the exclusive right to manage the affairs of the Township and to direct, control and schedule its operations and work force. The above-numbered paragraphs are set forth by way of description and not by way of limitation. However, nothing herein contained shall be deemed to constitute a waiver by the Association of its collective bargaining rights, pursuant to Act 111 of 1968 or the Pennsylvania Labor Relations Act.

In the event the Township exercises its right to reduce the complement of police officers, then the Township will engage in impact bargaining with the Association to address any furlough compensation.

#### **ARTICLE 42 - RESERVED**

#### **ARTICLE 43 - PART-TIME EMPLOYEES:**

Part-time Officers are members of the Bargaining Unit as determined by the Pennsylvania Labor Relations Board in Case No. PF-R-92-24-E. However, part-time Officers shall only have the terms

and conditions of employment specifically enumerated in this Article. Specifically, part-time Officers shall acquire no seniority rights under the terms of this Collective Bargaining Agreement and the continued employment of part-time Officers may be terminated by the Township at any time.

The provisions of Articles 1-4, 6-7, 12-15, 27, 29-36 and 39-50 shall apply to part-time Officers.

The provisions of Articles 5, 8, 9, 10, 11, 16-26, 28, and 37-38, shall not apply or ensure to the benefit of part-time Officers.

No part-time Officer shall become a regular Officer subject to the provisions of all of the terms and conditions of employment enumerated in this Agreement without first serving a probationary period as required in Article 5, and without first having been designated, in writing, a regular, full-time Officer by the Township prior to the commencement of his probationary period. All such written designations shall be served by the Township upon the association in writing.

#### **ARTICLE 44 - TOBACCO POLICY:**

Officers are prohibited from using tobacco products under the following conditions: (1) while dealing directly with the public; (2) while riding in any Township vehicle; and (3) within 25 feet of any Township owned building, except at a Township-designated smoking area. Tobacco products are defined to include cigarettes, cigars, pipe tobacco, electronic cigarettes ("e-cigarettes"), vaporizers ("vaping" devices), or any other similar product made with, containing, or designed to be used with tobacco, whether or not such product contains any nicotine. The above list is illustrative only and may not be all-inclusive. Notwithstanding the above, Officers will not be prohibited from using snuff or chewing tobacco as long as they do so discretely and without damaging Township property.

#### **ARTICLE 45 - REGIONALIZATION:**

In the event the Township regionalizes with any other jurisdiction, the Township agrees that no Officer employed by the Township will be laid off or lose credit for years of service for calculation of seniority, longevity, or pension, as a result of the regionalization.

#### **ARTICLE 46 - SCOPE OF AGREEMENT:**

This Agreement shall constitute the contract of employment between the Township and the Association.

#### **ARTICLE 47 - INVALIDATION:**

Should any article, section, or portion thereof, of the agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such decision, the parties agree to meet within thirty (30) days to negotiate a



substitute for the invalidated articles, section or portion thereof.

#### **ARTICLE 48 - AMENDMENTS:**

No amendment, modification, or alteration of the terms thereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

#### **ARTICLE 49 – RESIDENCY REQUIREMENTS:**

Officers must reside within fifty (50) miles from the Township Office.

#### **ARTICLE 50 –MVR/BWC and GPS REVIEWS:**

**50.1 – MVR/BWC Recordings and Reviews:** The Township recognizes that Video Recordings offer only a single view that does not always provide the viewer with the totality of the circumstances in each case. The parties agree that Motor Vehicle Recordings (MVR) / Body Worn Camera (BWC) Recordings shall not be monitored or reviewed on a regular basis for the purpose of employee surveillance. The parties agree that MVR/BWC evidence may be insufficient upon which to alone base disciplinary action without corroboration, but in instances of clear misconduct, may be utilized as the basis for disciplinary action.

Reasons to view and use MVR/BWC recordings may include, but not be limited to:

- a. Investigation, report writing or preparation of other official documents;
- b. Court preparation;
- c. Review of evidence;
- d. Review of Crime scenes;
- e. Training; and
- f. Policy compliance.

The parties agree that due to the nature of police work, Police Activity Logs can be and are at times inaccurate as to the precise times an officer notes for a particular activity. Based upon that recognition, and an appreciation for the importance that officers place on the value of their integrity, the parties agree that without other evidence of intent to deceive, the occasional variation from GPS times of anything found to be approximately 10 minutes, more or less, on starting and ending times as noted in an Activity Log is not, in and of itself, evidence of falsification of that log. However, the parties further recognize that accurate recordkeeping is an essential component of police work and that frequent minor errors or even occasional severe errors may be grounds for disciplinary action.

**50.2- GPS Reviews:** The parties agree that the present GPS notification rules are as follow:

- (a) When a Township vehicle is operated in excess of 70 miles per hour; and
- (b) When a Township vehicle leaves the exclusionary zone. The exclusionary zone shall be defined by the Chief of Police based upon his understanding of normal police operations and shall be published to the members of the department when established or changed;

and

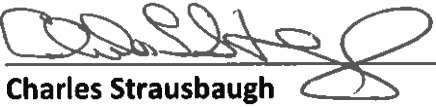
- (c) The parties agree that the GPS notification rules are subject to change. However, before such a change is effected, the Township, will provide reasonable advanced notice of any such change as well as meet with the Association and discuss such changes.

***(Signatures appear on following page)***

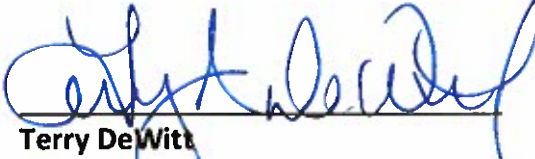
IN WITNESS WHEREOF, legally bound hereby, the parties hereto, by and through their authorized and designated officials and representatives, have executed this Agreement this <sup>30th</sup> day of DECEMBER 2022, and intend to be legally bound hereby.

WITNESS:


**TOWNSHIP OF WASHINGTON**

  
Charles Strausbaugh  
Chairman, Board of Supervisors

**POLICE ASSOCIATION**

  
Terry DeWitt  
Police Association President

ATTEST:

  
Karen S. Hargrave  
Township Secretary

  
Andrew Weaver  
Police Association Secretary

(Township Seal)