

AGENDA

BOROUGH OF ETNA POLICE CONTRACT JANUARY 1, 2016 THROUGH DECEMBER 31, 2020

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AGREEMENT:

This Agreement, entered into this 25th day of August, 2015, by and between the Borough of Etna ("Borough" hereinafter) and the Etna Borough Policemen, also known as the Police Bargaining Unit; ("Policemen" hereinafter):

WITNESSETH:

WHEREAS, the Borough and the Policemen have bargained collectively in accordance with the terms of Act of June 24, 1968, P.L. 237, No. 111, 43 P.S. Section 217.1 et. seq., (Act 111" hereinafter), and have arrived at a settlement of their differences:

NOW, THEREFORE:

For and in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto do covenant and agree as follows:

ARTICLE I. TERM OF AGREEMENT

1. This Agreement shall become effective January 1, 2016 and shall continue in effect through December 31, 2020.

ARTICLE II. BARGAINING UNIT

1. The bargaining unit consists of those persons employed as regular full-time policemen who have been employed through the procedures established in conformity with police civil service statues, excluding probationary policemen. Bargaining unit activities shall not be conducted during work hours.

ARTICLE III. BASE ANNUAL WAGE

1. As of January 1, of each year indicated, the base annual wage of each individual shall be as follows:

	2016	2017	2018	2019	2020
Sergeant	\$60,173.86	\$61,979.08	\$63,838.45	\$65,753.60	\$67,726.21
Top Patrolman	\$58,347.84	\$60,098.27	\$61,901.22	\$63,758.26	\$65,671.00

New patrolmen will be hired at a rate to be advertised by the borough, they will reach top patrolman status in four years (beginning of fifth year of service) receiving incremental raises determined by the borough.

2. When two or more patrolmen are on duty at the same time, with neither being the Chief or Sergeant, an additional .50 cents per hour will be paid to the senior officer.

ARTICLE III. BASE ANNUAL WAGE (cont.)

3. In the absence of both the Chief and Sergeant (meaning neither is available due to illness or vacation), \$20.00 per day shall be paid to the senior officer designated as in charge of the department.

ARTICLE IV. LONGEVITY PAY

For all policemen:

1. For each four (4) years of service, each policeman shall be given an additional one percent (1%) increase over and above his base pay. The one percent (1%) increase shall be computed on the base pay at the time the fourth year is completed. The one percent (1%) increase will not include prior year longevity increases which have been added to prior year base pays. Longevity increment raises shall be computed as follows:

Current Base Pay x .01 (Constant for each four (4) years service.)

At the completion of twenty (20) years service, no further longevity credit shall be given. The maximum longevity credit shall be five percent (5%), but given by individual one percent (1%) increments for each four years completed and based on the then current base pay, excluding prior year longevity payments. Longevity shall be paid annually in the first pay period of December.

ARTICLE V. OVERTIME, OFF-DUTY COURT TIME COMPENSATION AND EXTRA WORK DETAILS

1. Eight (8) consecutive hours, inclusive of lunch period, shall constitute a day's work, and forty (40) hours shall constitute a week made up of five (5) eight (8) hour days.
2. Any policeman who works more than the required hours of work as herein set forth in Paragraph 1 above, shall be entitled to receive overtime compensation based upon his regular hourly rate, which is computed by dividing his regular two (2) weeks salary by eighty (80) hours. For all hours worked in excess of eight (8) in any one day and in excess of forty (40) in any one week, the policeman will be paid at a rate of time and a half. There shall be no pyramiding of overtime pay. Policemen shall not be paid more than once, or for more than one reason, or under more than one provision of this Article for the same hours worked. A policeman shall receive only the highest overtime premium applicable to such hours. At the policeman's option, he may instead elect to take equivalent straight time compensated hours off with the understanding that these compensated hours, along with holiday compensated days, may not exceed 10 days at any one time. For the purpose of scheduling, these compensated days will be treated as vacation days. At the end of the year, if a police officer has compensated days remaining because the Chief or the Mayor denied the use of those days for good cause, the policeman would receive monetary compensation for these days.

ARTICLE V. OVERTIME, OFF-DUTY COURT TIME COMPENSATION
AND EXTRA WORK DETAILS (cont.)

3. Off Duty Court and Magistrate Compensation shall be as follows:

Magistrate: Two hours of overtime, minimum, per appearance.

An appearance is defined as an attendance at a morning session, an afternoon session, or an evening session.

Court: Four (4) hours minimum of overtime and overtime for all hours over four (4) hours.

Court time shall mean and be deemed to include job related appearances for Criminal Court, Juvenile Court, Federal Court, Coroner's Inquest, commitment hearings and mental health statutes, pre-trial conferences and any job related appearances other than Magistrate hearings or civil trials involving claims between private litigants. Expenses, up to \$20, will be reimbursed upon presentation of receipts.

4. "Extra Work Detail" means any police work performed at the request of the Borough for third parties (other than the Borough), for the cost of which the Borough is reimbursed by the aforesaid third parties. All extra work details shall be arranged through the Etna Borough Police Bargaining Unit with the understanding that such details shall be made available to all policemen who wish to work the same, on an equal basis. All policemen working extra work details, regardless of rank, shall be paid by the Borough by check, at a rate agreed upon between the third party and the Police Bargaining Unit, upon receipt of the payment from the third party, and less appropriate deductions for pension contributions and taxes. When the Etna Borough Police Bargaining Unit negotiates with third parties for an extra work detail, an administrative fee of \$1.50 per hour plus any applicable incurred costs payable to the Borough of Etna shall be included in their rate charged the said third parties. All policemen working extra work details shall be covered for any injury suffered on the extra work detail by the Borough's insurance.

ARTICLE VI. HOLIDAYS

1. The following shall be considered holidays in each calendar year:

New Years Day	Veterans Day
Good Friday	Thanksgiving Day
Easter	Christmas Day
Memorial Day	Columbus Day
Independence Day	Presidents Day
Labor Day	

All policemen shall receive eleven (11) days pay in each calendar year which extra compensation shall be paid to them in the first pay of December.

ARTICLE VI. HOLIDAYS (cont.)

A policeman actually working a holiday shall be paid at the rate of time and a half for the time worked. At the policeman's option, he may instead elect to take an equivalent straight time compensated day off with the understanding that these compensated days, along with overtime compensated hours, may not exceed 10 days at any one time. For the purpose of scheduling, these compensated hours will be treated as vacation days. At the end of the year, if a police officer has compensated days remaining because the Chief or the Mayor denied the use of those days for good cause, the policeman would receive monetary compensation for these days.

In addition to existing provisions pertaining to holidays, each policeman shall be entitled to two (2) personal days off with pay in each calendar year; the selection of the aforesaid personal days to be made by each policeman, subject to the prior approval of the Mayor or his representative, which approval shall not be unreasonably withheld.

ARTICLE VII. VACATIONS

1. Each policeman shall be entitled to an annual vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation</u>
After One Year	One Week
After Two Years	Two Weeks
After Five Years	Three Weeks
After Eleven Years	Three Weeks plus one day
After Twelve Years	Three Weeks plus two days
After Thirteen Years	Three Weeks plus three days
After Fourteen Years	Three Weeks plus four days
After Fifteen Years	Four Weeks
Commencing January 1, 1995, after twenty years - Five Weeks	

Upon retirement an officer will be paid for unused vacation time.

2. A policeman's vacation for a year is determined by his previous years work record. Any policeman, for whatever reason, except work-related injuries, who misses sixty-five (65) days or more in a given year will have his vacation reduced proportionately.

Example:

Policeman X missed 130 days in 1989 and would normally be entitled to ten (10) vacation days in 1990. Since 130 is one-half of the amount of work days in a year, the policeman is entitled to one-half of ten (10), or five (5) vacation days.

ARTICLE VIII. UNIFORM ALLOWANCE

1. Officers shall be paid an annual uniform allowance of \$600.00. Officers will receive their \$600.00 through purchase order form provided by the Borough.

The Borough also agrees to replace any uniform damaged or destroyed in the line of duty as determined by the Chief of Police and/or the Mayor.

ARTICLE IX. BEREAVEMENT LEAVE

1. Each policeman shall be entitled to a bereavement leave in accordance with the following schedule:

Four (4) days for immediate family (immediate family is defined as current spouse, mother, father, mother-in-law, father-in-law, brother, sister, children, parents, grandparents, grandchildren, step-children, step-parents, current son-in-law, and current daughter-in-law);

One (1) day for all other relatives.

ARTICLE X. SICK LEAVE & DISABILITY BENEFITS

1. Sick leave for personal illness with pay shall be granted for physical incapacity whether or not incurred in the line of duty in the amount of fifteen (15) days per year; all unused sick leave shall be accumulated and carried forward from year to year, up to a maximum accumulation of One Hundred Twenty (120) days. Amounts paid to any policemen via long or short-term disability insurance shall not reduce the Borough's obligation to provide sick leave benefits hereunder. A policeman who is receiving disability benefits shall not be deemed to be on sick leave except as specified in Paragraph 6 below. A policeman must work thirty (30) days in a given year and one (1) day in the next year in order to accumulate the fifteen (15) days of sick leave for the next year.

2. Any policeman injured on duty while outside the Borough boundaries without just cause shall forfeit insurance coverage and sick days covered by this agreement.

3. The Mayor, the Borough Manager, or the Chief of Police have the right to verify the reported sickness of a policeman and may require a doctor's certificate for absence due to sickness if the following circumstances exist:

- a. If three (3) consecutive days are taken by a policeman for illness; or,
- b. The day before and the day after the policeman's "two pass" days are taken as sick days; or
- c. After the eighth day in a given year is taken by a policeman for reasons of illness;

The doctor's certificate must state the nature of the illness, and whether the policeman has been unable to work for the said period of absence.

4. Any policeman who has lost time due to a service-connected illness or injury and is entitled to receive workmen's compensation must return to the Borough all such compensation payments in order to benefit from the above schedule of payments to be made by the Borough.

ARTICLE X. SICK LEAVE & DISABILITY BENEFITS (cont.)

In no event will a policeman be permitted to retain both compensation payments and wage continuation from the Borough.

5. Short Term Disability Benefits - The Borough shall continue to provide 24 hour short-term disability insurance coverage for each policeman on terms not less favorable than those presently in effect, with a benefit amount of One Hundred Fifty (\$150.00) Dollars per week payable for up to a maximum of twenty-six (26) weeks.

6. Long Term Disability Benefits - The Borough shall provide at its sole expense 24 hour long term disability insurance coverage for each policeman in a benefit amount equal to sixty (60%) percent of his base wage. Payments shall commence after twenty-six (26) weeks upon expiration of short-term disability benefits, and shall continue while the policeman is disabled, up to age sixty-five (65) years.

7. Coordination of Sick Leave and Disability Benefits -

a. No policeman shall be eligible to receive a full days pay for sick leave, while he is receiving disability benefits, so as to get more than his regular pay while sick or disabled;

b. A policeman who has unused sick leave and who is eligible for long-term or short-term disability benefits may, at his option, elect to save such sick leave and not take it in conjunction with his disability benefit, in which event he shall not be credited with use of any sick leave with receiving disability benefits.

c. A policeman who has unused sick leave, and who is eligible for short-term disability benefits, may, at his option, elect to take three-quarter (3/4) of a day's sick leave per day, while on short-term disability, so that he will, in effect, receive three-quarter (3/4) of his pay from the Borough in conjunction with his short-term disability benefit;

d. A policeman who has unused sick leave, and who is eligible for long-term disability benefits, may, at this option, elect to take one-third (1/3) of a day's sick leave per day, while on long term disability, so that for each such day he will receive one-third (1/3) of his base pay from the Borough and sixty percent (60%) of his base pay from the long-term disability insurance company.

8. The Borough agrees to buy back unused sick days at the time of an officer's retirement up to a maximum of 120 days. The rate of buy back will be 25% pay for all unused days at the employee's current rate of base pay.

Example: If an employee has 50 days accumulated and his rate of pay is \$10.00 per hour, his benefit will be as follows:

\$10.00 per hour x 8 hours per day = \$80.00

\$80.00 x 50 days = \$4,000.00

25% of \$4,000.00 = \$1,000.00

ARTICLE XI. LAY-OFFS

1. The Borough will provide written notification thirty (30) calendar days prior to the date of lay-off to the policemen being laid off.
2. If a policeman receives a call back notice and does not reply to same, his name will be permanently removed from the call back list. If, however, the policeman is disabled at the time of his call back and the Borough receives notice of this disability from the policeman's treating physician, the policeman's name will be placed back on to the call back list for the next call back.
3. In the event of a lay-off, the Borough will cease paying fringe benefits thirty (30) calendar days from the effective date of the lay-off.

ARTICLE XII. INSURANCE COVERAGE

1. The Borough shall, at its sole expense, provide all policemen with insurance coverage on terms not less favorable than the terms and benefits offered through the Municipal Benefit Service (MBS) in the following categories:
 - a. Life Insurance: \$50,000.00 per policeman
 - b. AD & D: \$50,000.00 per policeman
 - c. Medical Care: PPO Blue \$10 Family Coverage
 - d. Dental Care: Family Coverage as set forth in the MBS Blue Shield group dental program, which program is herein incorporated by reference;
 - e. Optical Care: Family Coverage as set forth in the MBS group optical care program, which program is incorporated herein by reference.

In addition, officers hired prior to January 1, 2015 will pay 2.5% and officers hired after January 1, 2015 will pay 5% of the cost of Medical, Dental and Optical Care (items c, d and e above).

In the event that the health benefits provided are projected to trigger the Cadillac Tax in 2017 and for the life of the contract, the parties agree to reopen negotiations under this collective bargaining agreement, limited solely to the issue of health care benefits, for the express purpose of agreeing on modifications to the benefits plan that will eliminate the Cadillac Tax.

In the event the parties are unable to reach agreement on such modifications, mediation would be attempted. If the mediator's decision is not agreeable to one of the parties, binding arbitration will solve the impasse, with each side splitting the cost of the neutral arbitrator.

2. The Borough agrees that it will contract with the Borough's Health Insurance Carrier so as to permit retired policemen, at their option, to continue to stay in the group and pay group rates, for either individual or family coverage, at the retired policeman's sole cost.
3. False Arrest Insurance: The Borough shall provide the policemen with false arrest insurance in the same degree as heretofore provided.

ARTICLE XIII. PENSION BENEFITS

1. Eligibility for Retirement: Any policeman who has served as such with the Borough for an aggregate of at least twenty-five (25) years and who has reached at least fifty-five (55) years of age may retire from active duty and shall, upon retirement, be paid a monthly retirement benefit until his death.
2. Vesting: A policeman who has completed twelve (12) years of service, and who for any reason ceases to be employed as a full-time police officer, may, at his sole discretion, vest his pension benefits by filing with the Borough written notice of his intention to vest, within ninety (90) days of his last day of employment.
 - a. A policeman who has elected to vest his retirement benefits shall be eligible to start receiving benefits on the date on which he normally would have been eligible to retire, as specified in Paragraph 1 of this Article, had he continued to be employed as a policeman with the Borough;
 - b. The amount of such a policeman's vested retirement benefit shall be calculated by determining the percentage his years of service bears to the years of service which he would have rendered had he continued to work until his normal retirement date, and by giving him as his vested retirement benefit, an identical percentage of his normal basic monthly retirement benefit as calculated under Paragraph 3 (a) of this Article, using, however, the monthly average salary during the appropriate period prior to his termination of employment.

Example:

Assume a policeman started employment on January 1, 1970, at the age of 25 years. He would normally be eligible to retire on January 1, in the year 2000 at the age of 55 years, having given 30 years of service. Assume he terminates his employment on December 31, 1994 (at age 50) after 25 years of service. At that time, his years of service would be 83.333% of the time from date of employment to date of normal eligibility for retirement. Assume his gross monthly earnings as of December 31, 1994, averaged over his last 36 months of employment, were \$2,000.00. His normal basic monthly retirement would be \$1,000.00 (50% of \$2,000.00); his vested retirement benefit would be \$833.33 (83.333% of \$1,000.00), and he would start getting it on January 1, 2000.

3. Monthly Retirement Benefit: The monthly retirement benefit shall be the sum of the basic monthly retirement benefit as hereinafter defined and such length of service increments as herein-after defined, as a given policeman may be entitled to:
 - a. Basic Monthly Retirement Benefit: The basic monthly retirement benefit shall be one-half of the total monthly average earnings of the policeman in question during his last thirty-six months of employment;
 - b. Length of Service Increments: A \$100.00 dollar monthly benefit shall be paid to officers who have completed twenty-six (26) years of service, this will be in addition to the Basic Monthly Benefit.

ARTICLE XIII. PENSION BENEFITS (cont.)

4. Cost of Living Increases: From and after January 1, 1975, a cost of living increase benefit shall be paid monthly to each member of the police force presently receiving retirement benefits which shall be equal to the percentage increase in the Consumer Price Index as of the date of the calculation from the year in which the police member last worked; PROVIDED, however, 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 percent (30%).
5. Return of Contributions: In the event a policeman for any reason whatsoever shall be ineligible to receive a pension after having contributed any monies to the pension fund, he or his designated beneficiary shall be entitled to a refund of his contributions, with interest, in accordance with the provisions of the Act of May 29, 1956, P.S. (1955) 1804, as amended to date, 53 P.S. Section 767 et seq. ("Act 600").
6. Contributions: Commencing December 1, 1993 contributions by the members of the Etna Police Pension Fund will be terminated for those officers in the police force at that time. If, in the future, an actuarial report deems that contributions are needed to support the fund, the percentage rate of 0% to 8% will be determined by the Actuary and will be reinstituted, as provided in Act. 600.
7. The parties understand and agree that these pension benefits are being provided under, and in accordance with, Act 600, the mandatory benefits and provisions of which are hereby incorporated herein by reference.
8. The borough agrees to include a disability provision in the pension plan for total and permanent disability. This disability must result from an in-service related disability.
9. The borough agrees to provide a survivor's benefit to a retired officer's spouse equal to 50% of the benefit to which the participant was entitled. This benefit would cease upon the death of the spouse.
10. If Pennsylvania Act 600 is altered during the course of this contract, the police and the borough agree to reopen this contract thirty days after the alteration becomes law. The re-opening will pertain strictly to pension benefits. If no agreement can be reached sixty days after the reopening of the contract, the borough and the police agree to submit the impasse to binding arbitration.

ARTICLE XIV. MANDATORY TRAINING

1. All officers required under law to attend mandatory training, this to include First Aid, C.P.R., Firearms training and all training mandated by the State on their off-duty time shall be paid at the rate of time and one-half for those hours spent. The borough shall pay for all ammunition necessary for firearms training.

ARTICLE XV. PHYSICAL EXAMINATIONS

1. If circumstances exist that seem to indicate that an officer's behavior is indicative of a physical problem, then he must undergo a physical examination upon the request of the Mayor, the Borough Manager, or the Police Chief. The physical examination will be with a doctor of the Borough's choice and at the Borough's expense.

ARTICLE XVI. UNENFORCEABILITY CLAUSE

1. If any economic benefit presently provided for in the Agreement between the Borough and its policemen shall be deemed unlawful and/or unenforceable by the Borough and/or any Court, the policeman shall be entitled to a fair economic equivalent of the lost benefit, to be arrived at by agreement between the Borough and the policemen. In the event they are unable to agree, their dispute as to what is a fair economic equivalent shall be resolved by binding arbitration under the terms of the Arbitration provisions of the Judicial Code, Chapter 73 A, 42 Pa. C.S.A. Section 7301 et seq., as amended to date.

ARTICLE XVII. JURY DUTY

1. Any policeman called to service on jury duty during a work day shall be excused from reporting to work without suffering any loss of pay for so long as he is required for jury duty; provided, however, the Borough shall only pay the said policeman his regular pay, less any amount of compensation he may receive for serving on jury duty.

ARTICLE XVIII. GRIEVANCE PROCEDURE

1. Definitions

- (a) A Grievance is hereby defined as: An alleged violation submitted by an aggrieved person regarding the meaning, interpretation, or application of any provision of this Agreement;
- (b) Aggrieved Person is hereby defined as: The person making the claim.

2. Purposes

(a) The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting members of the bargaining unit. Both parties agree that this procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Procedure

(a) Time Limits

(1) Number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits specified may, however, be extended by mutual agreement;

ARTICLE XVIII. GRIEVANCE PROCEDURE (cont.)

(2) if any grievant fails to meet the requirements as established in the procedures under the grievance procedure, action on the grievance shall be deemed terminated, and the last decision made shall be deemed final. If the employer at any step fails to render its decision within the time periods established, the failure to reply shall be deemed a denial and the grievant may advance his grievance to the next step.

(b) Level One - Mayor

(1) Informal: The grievant shall first resolve the problem through free and informal discussions with the Mayor either directly or through the Policemen's Association, with the object of resolving the matter informally;

(2) Formal: All grievances, whether resolved informally or if the grievant is not satisfied with the informal disposition will, within five (5) days present the grievance in writing to the Mayor who will within four (4) days provide the grievant with a written answer and shall include the reason upon which the decision is based.

(c) Level Two - Council

(1) In the event that the grievant is dissatisfied with the dispositions at level one, he will notify the Mayor in writing within four (4) days that the grievance be submitted to the Borough Council. The Council shall notify the grievant of its decision within thirty (30) days after the receipt of the grievance. The decision will be in writing and shall include the reason upon which the decision is based.

(d) Level Three - Arbitration

(1) At the receipt of Council's Level Two Decision, or if no decision is rendered by Council in thirty (30) days, the grievant has thirty (30) days to notify Council of his intent to submit the grievance to binding arbitration. Within ten (10) days after such written notice of submission to arbitration, the Council or its representative and the Association or the grievant will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from each arbitrator to serve. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall within ten (10) days after written notice to the Council, apply to the Pennsylvania Bureau of Mediation for a list of at least seven (7) competent arbitrators. Each party shall alternately strike a name until one (1) name remains and the Board shall strike the first name.

(2) The arbitrator selected will confer with the representatives of the Council and the Association or the grievant and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statement and proofs are submitted to him;

(3) The arbitrator's decision will be in writing and will set forth his findings. The arbitrator will be without power or authority to make any decision which required the commission of any act prohibited by law or which is violative of the terms of this Agreement.

(4) A decision of the arbitrator will be submitted to the Council and the Association will be final and binding upon the parties;

(5) The cost for the service of the arbitrator shall be shared equally by both parties.

ARTICLE XVIII. GRIEVANCE PROCEDURE (cont.)

4. Rights of Bargaining Unit Member to Representation

(a) Bargaining Unit Members and Association: Any aggrieved person may be represented at all stages of the grievance procedure by himself, or by the Association. If any aggrieved person is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

(b) No Reprisals: No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest for filing or otherwise participating in the procedure.

5. Miscellaneous

(a) Separate Grievance File: All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate file:

(b) Meetings and Hearings: All meetings and hearings under the procedure shall not be conducted in public and shall include only such parties in interest. Such meetings or hearings shall be scheduled mutually by the Council or its designee and the Association President or his designee:

(c) Grievance Forms: Forms for filing grievances, or any other necessary documents, will be prepared jointly by the Borough and the Association.

ARTICLE XIX. RESIDUAL RIGHTS

1. All other benefits, terms, and conditions of employment not specifically changed herein shall continue in full force and effect.

ARTICLE XX. BILL OF RIGHTS

1. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

2. When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, which, if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but shall be notified orally or in writing of such claim.

3. If the interrogated police officer writes a written statement, a transcript is taken, or mechanical record made, a copy of same must be given to the interrogated police officer, without cost, upon demand.

ARTICLE XXI. RESIDENCY

1. Officers must reside within 8 air miles from the Etna Borough Police Station. If not currently in compliance, they must comply within one year of completing their probationary period.

NOTE: The Borough will request that the next Pension Actuarial Study investigate if the Retirement Age can be reduced from age 55 to age 53 (Article XIII, Section 1) and if the Length of Service Increment can be increased from \$100 to \$500 (Article XIII, Section 3b). If the Study confirms these changes are possible, then the Borough and the Police Bargaining Unit will meet to negotiate on these issues.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals as of the date written above on page 1 of this agreement.

BOROUGH OF ETNA

ETNA POLICEMEN WAGE & POLICY COMMITTEE

Peter Ramage
President of Council

[Signature]

ATTEST:

ATTEST:

Mary Ellen Ramage
Borough Manager

[Signature]

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